REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF COMMISSIONERS
MONDAY, JULY 20, 2026

P.M.	NAME	SUBJECT
7:00	Chairman Heath	Call Meeting to Order
		Pledge of Allegiance
		Approve Proposed Commissioner's Meeting Agenda for July 20, 2026 (Additions and/or deletions to the Agenda)
		Approval of the minutes for: July 6, 2026 Regular Session Minutes

CONSENT AGENDA

1.	26-27-008	Request for approval of Board Releases
2.	26-27-009	Request for approval to Refund Water Tap in the amount of $2,525.00 to Shane Harris Construction
3.	26-27-010	Request for approval from the Water Department to Sell a Gillette Generator
4.	26-27-011	Request for approval to set Public Hearing for FY 2026-27 Budget on August 3, 2026 at 7:00pm

CORRESPONDENCE AGENDA

5.	26-27-012	Request for approval of Pamlico County Health Department Strategic Plan (2026-2028
6.	26-27-013	Request for approval of Conversion of a Public Health Department Clinic into a Disaster Field Clinic with Integrated Telehealth Operations
7.	26-27-014	Request for approval to Enter into an Agreement with Merchant Services (Vendor)
8.	26-27-015	Request for approval to Enter into an Agreement with SDC MD, PLLC to provide routine services for Health Department Medical Director Services
9.	26-27-016	Discussion Request: Property Taxes for Parcel #G041-185
10.	26-27-017	Discussion Request: FY 2026-27 Budget

***Request to go into Consolidated Human Services Quarterly Meeting**

Consolidated Health and Human Services Quarterly Meeting

County Commissioner, County Attorney, County Manager and Finance Officer time and closed session if applicable.

REGULAR SESSION MINUTES OF THE PAMLICO COUNTY BOARD OF COMMISSIONERS MONDAY, JULY 6, 2026

The Pamlico County Board of Commissioners met in regular session on Monday, April 6, 2026, at 7:00pm in the Patsy H. Sadler room of the Pamlico County Courthouse. Commissioners Candy Bohmert, Doug Brinson, Ken Heath, Thomas Mills and Ed Riggs were present. Also present were County Attorney Dave Baxter, County Manager Mark Brewington and Clerk to the Board Tracy Boyd. Commissioners Kari Forrest, Ken Heath and Carl Ollison and Finance Officer Alex Showalter were not present.

Vice-Chairman Riggs called the meeting to order. Rev. Grady Simpson offered the invocation, and Chairman Riggs led the assemblage in the Pledge of Allegiance.

Vice-Chairman Riggs asked if there were any corrections, additions, and/or deletions to the Proposed Commissioner's Meeting Agenda for July 6, 2026. On a motion made by Commissioner Bohmert and seconded by Commissioner Forrest, the following resolution was unanimously approved.

BE IT RESOLVED, the Proposed Commissioner's Meeting Agenda for July 6, 2026, is hereby approved.

Vice-Chairman Riggs asked if there were any corrections, additions, and/or deletions to the June 8, 2026 Budget Meeting Minutes, June 12, 2026 Special Called Meeting Minutes, June 15, 2026 Regular and Closed Session Minutes and June 29, 2026 Special Called Budget Meeting Minutes. There were no changes, then on a motion made by Commissioner Bohmert and seconded by Commissioner Brinson, the following resolution was unanimously approved.

BE IT RESOLVED, the June 8, 2026 Budget Meeting Minutes, June 12, 2026 Special Called Meeting Minutes, June 15, 2026 Regular and Closed Session Minutes and June 29, 2026 Special Called Budget Meeting Minutes are hereby approved, and the Chairman's signature is authorized thereon.

Public Comment: There were no members of the public to speak during public comment period

The Board then turned their attention to the Consent Agenda.

On a motion made my Commissioner Bohmert and seconded by Commissioner Forrest, the following resolutions were unanimously approved.

BE IT RESOLVED, the request for approval of the FY 2026-27 Home Community Care Block Grant Funding (HCCBG) allocation of $189,203 with a local match of $21,025 (Totaling $210,228), is hereby approved. **[26-27-001]**

BE IT RESOLVED, the request for approval of (3) Untimely Application for Elderly Exclusion, is hereby approved. **[26-27-002]**

BE IT RESOLVED, the request for approval of the Assistance, Procurement &

Disbursement and Grant Program Budget documentation related to the 2028 ESFRLP Program, is hereby approved. [26-27-003]

The Board then turned their attention to the Correspondence Agenda.

Commissioner Forrest made a motion, seconded by Commissioner Brinson to recuse Commissioner Mills from the following discussion/vote, then on a motion made by Commissioner Bohmert and seconded by Commissioner Brinson, the following resolution was unanimously approved by a vote of 4:0 (Recused: Mills).

BE IT RESOLVED, the request for approval of Courthouse East Entrance Repair from Tru Co., Inc. in the amount of $4,999, is hereby approved. [26-27-004]

On a motion made by Commissioner Bohmert and seconded by Commissioner Brinson, the following resolution was unanimously approved to deny Item 5: Request for approval of Untimely Property Tax Exemption Application for Arlington Place POA Inc.[26-27-005]

On a motion made by Commissioner Forrest and seconded by Commissioner Bohmert, the following resolution was unanimously approved.

BE IT RESOLVED, the request from Tax Administrator to uphold the value of $34,460.00 of an Appeal Valuation of a 2024 Jeep Grand Cherokee Limited, is hereby approved. [26-27-006]

The Board, County Manager Mark Brewington and Health Director Melanie Dixon discussed the Employee Physical Activity and Wellness Initiative. Health Director Melanie proposed reviving an employee physical/wellness program. She suggests a compensated 30-minute wellness break that could be tracked in our current time tracker system (UKG). The Board mentioned our past programs were voluntary and not compensated. The Board also mentioned due to budget concerns this item may need to be discussed at a later time. No actions were taken. [25-26-207]

There being no further business, on a motion made by Commissioner Riggs and seconded by Commissioner Bohmert, the Board adjourned until next regular meeting on Monday, July 20, 2026, at 7:00pm. Time Recorded: 7:24pm.

____
Chairman

____
Clerk to the Board

Bh A w D   w E [E A S E S

$81.20 | Release # 5899

7/20/2026 Bd. Date

THE BOARD OF PAMLICO COUNTY COMMISSIONERS

Bayboro, NC

ORDERED, That Superior Land and Timber Corp **be and is hereby relieved from paying taxes on year (s)** 2026

Eighty One Dollars & 20/100's **Dollars**

Gap bill in error

Taxpayer # 0045326

	Tax Year	2026				
	Receipt #	6879812				
	County Tax	$72.64				
O	**Fire Tax**	$8.56				
	Town Tax					
	Interest/LL					

Chairman Board of County Commissioners

$570.09 | Release # 5900

7/20/2026 Bd. Date

THE BOARD OF PAMLICO COUNTY COMMISSIONERS

Bayboro, NC

ORDERED, That Robert Longo **be and is hereby relieved from paying taxes on year (s)** 2024 2025

Five Hundred Seventy & 09/100's **Dollars**

double listed w/0045151

Taxpayer # 0044429

	Tax Year	2024	2025			
	Receipt#	6825528	6854768			
	County Tax	237.75	230.59			
SE	**Fire Tax**	11.06	10.73			
	Town Tax					
	Interest/LL	38.57	41.39			

Chairman Board of County Commissioners

$590.93

Release # 5901

7/20/2026 Bd. Date

THE BOARD OF PAMLICO COUNTY COMMISSIONERS

Bayboro, NC

ORDERED, That Nancy Welles/Paul Welles III **be and is hereby relieved from paying taxes on year (s)** 2026 2026 2026

Five Hundred Ninety & 93/100's **Dollars**

Gap bill Appeal Registered in Va now back to NC

Taxpayer # 0046841/0046858

Tax Year	2026	2026	2026		
Receipt #	6879876	6879859	6879858		
County Tax	$515.36	41.40	7.90		
SE **Fire Tax**	$23.97	1.93	0.37		
Town Tax					
Interest/LL					

Chairman Board of County Commissioners

Release # 5902

7/20/2026 Bd. Date

THE BOARD OF PAMLICO COUNTY COMMISSIONERS

Bayboro, NC

ORDERED, That **be and is hereby relieved from paying taxes on year (s)**

Dollars

Taxpayer #

Tax Year					
Receipt#					
County Tax					
Fire Tax					
Town Tax					
Interest/LL					

Chairman Board of County Commissioners

COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request for approval To Refund Water Tap installation

Pamlico County Water Department requests the Pamlico County Board of Commissioners to approve refunding Shane Harris Construction the sum of $2525.00, for a 1- inch water tap that was installed at 46 Homestead Road, Oriental NC. The Pamlico County Water Department failed to locate the existing water tap at that location and installed a 1- inch water tap that was not needed. This error was unintentional and caused Harris Construction to pay for the installation. The Water Department humbly requests a refund of $2525.00 to Shane Harris Construction for the error made by the Pamlico County Water Department.

Please see a copy of the memorandum of request attached for your review and consideration.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

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COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

TO: Mark Brewington, County Manager

FROM: Carl Wall, General Services Administrator C.W.

DATE: July 10, 2026

RE: Refund for Water Tap

In April of 2026 Shane Harris Construction paid and applied for a tap to be installed at 346 Homestead Road in River Dunes. Harris paid the $2525 fee, and the Pamlico County Water Department installed a 1" meter on the property. Harris has requested a refund for the $2525 fee being that there was an existing water tap on 346 Homestead Road.

The Pamlico County Water Department failed to locate the existing 1" water tap and subsequently installed another. This error was unintentional by the Pamlico County Water Department and caused Harris Construction to pay for the installation of an additional meter.

The GSA humbly requests the refund of $2525 to Shane Harris Construction for the error made by the Pamlico County Water Department.

COUNTY OF PAMLICO

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(252) 745-3133 / 745-5195
FAX (252) 745-5514

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request For Approval To Place for Public Sale Of A Gillette Generator

Pamlico County General Services Administrator request consideration from the Pamlico County Board of Commissioners to approve the public sell of a Gillette Generator which has been replaced at the Kershaw Water Plant. This Generator has not been utilized since 2023 and there is no current need to retain the generator for service.

County Facilities Management, Water Department Management and other County Departments have been contacted and there is no need for or use for the generator.

Please see a copy of the memorandum of request for your review and consideration.

COUNTY OF PAMLICO

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BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

TO: Mark Brewington, County Manager

FROM: Carl Wall, General Services Administrator CW

DATE: July 10, 2026

RE: Permission to Sell Generator

The General Services Administrator requests the Pamlico County Board of Commissioners permission to sell on Gov Deals the Gillette Generator located behind the Pamlico County Courthouse. The Gillette Generator was utilized at the Kershaw Water Plant prior to its replacement. This generator was purchased by Pamlico County from the Pamlico County Water Department with the intent to replace or use as a spare generator for future use. This generator has not been utilized since 2023 and there is no current need to retain it for service.

GSA Wall contacted faclities management and the Water Department Management and other departments within Pamlico County to see if there was a need or want for the generator. There was not.

We humbly request permission to sell the Gillette Generator.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
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CARL OLLISON - TOWNSHIP #4

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COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request For Budgetary Public Hearing

Pamlico County Administration and Finance Office request the Pamlico County Board of Commissioners to set a Budgetary Public Hearing for August 3, 2026, as required by North Carolina General Statute to set the Fiscal Year Budget 26-27.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
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MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request Consideration Of Approval of the Pamlico County Health Department Strategic Plan (2026-2028)

The Pamlico County Health Director respectfully requests the Pamlico County Board of Commissioners to consider for approval the 2026-2028 Pamlico County Health Department Strategic Plan. The Strategic Plan establishes the department's organizational direction for the next three years and serves as the framework for decision-making, resource allocation, program development, and continuous quality improvement. The plan reflects the Health Departments commitment to providing high-quality public health services while addressing the evolving health needs of Pamlico County residents.

Please see the 2026-2028 Strategic Plan and memorandum of request attached for your review and consideration.

COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

To: Chairman Heath, Members of the Board of Commissioners, and County Manager/Health & Human Servies Director Mark Brewington
From: Melanie Dixon, Health Director

Date: July 20, 2026

Subject: Request for Approval – Pamlico County Health Department Strategic Plan (2026–2028)

The attached **Pamlico County Health Department Strategic Plan (2026–2028)** is respectfully submitted for the Board's review and approval.

This Strategic Plan establishes the department's organizational direction for the next three years and serves as the framework for decision-making, resource allocation, program development, and continuous quality improvement. The plan reflects the Health Department's commitment to providing high-quality public health services while addressing the evolving health needs of Pamlico County residents.

Development of the Strategic Plan was guided by the results of the 2024 Community Health Assessment (CHA), the Community Health Improvement Plan (CHIP), organizational performance data, accreditation standards, workforce assessments, stakeholder feedback, and a comprehensive SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis. Throughout the planning process, department leadership, staff, community partners, and members of the Advisory Board of Health participated in discussions to identify priorities, establish measurable objectives, and develop implementation strategies.

Each strategic priority includes measurable goals, performance indicators, implementation strategies, responsible parties, and timelines that will guide departmental activities through June 2028. Progress toward these objectives will be monitored regularly through the department's Performance Management and Quality Improvement systems and reported periodically to the Board.

Adoption of this Strategic Plan fulfills a key requirement of the North Carolina Local Health Department Accreditation Program and demonstrates the department's commitment to strategic governance, accountability, transparency, and continuous improvement. More importantly, it provides a roadmap for strengthening public health services and improving the health and well-being of the residents of Pamlico County.

Approval of this Strategic Plan will authorize implementation of the identified goals and objectives and allow the Health Department to continue aligning its programs, partnerships, and resources with community health priorities and state accreditation standards.

Recommended Action

Staff respectfully recommends that the Pamlico County Board of Heatlh approve the **Pamlico County Health Department Strategic Plan (2026–2028)** as presented and authorize implementation of the plan effective immediately.

Respectfully,

Melanie R. Dixon
Health Director
Pamlico County Health Department

Pamlico County Health Department

Strategic Plan at a Glance (2026–2028)

Condensed Executive Summary

Based on the Strategic Plan 2026–2028

Mission

Protect and improve the health of Pamlico County residents through quality healthcare, disease prevention, environmental protection, emergency preparedness, and community partnerships.

Vision

A healthy, resilient community where every resident has access to quality public health services and opportunities to achieve optimal health.

Why This Plan Matters

- Expand access to healthcare
- Improve community wellness
- Strengthen emergency preparedness
- Recruit and retain a skilled workforce
- Use technology to improve services
- Maintain accreditation and organizational excellence

Strategic Priorities

1. Improve Healthcare Access

Key Initiatives

- Expand primary care and telehealth
- Reduce transportation and language barriers
- Increase access for underserved populations

Success Measures

- More patients served
- Higher telehealth use
- Improved patient satisfaction

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2. Improve Community Health

Key Initiatives

- Behavioral health and substance use
- Chronic disease prevention
- Health education and WIC

Success Measures

- More screenings

Greater outreach
Improved health outcomes

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3. Strengthen Emergency Preparedness

Key Initiatives

Emergency planning
Shelter operations
Community preparedness

Success Measures

Training completion
Exercises completed

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4. Invest in Our Workforce

Key Initiatives

Recruit providers
Professional development
Academic partnerships

Success Measures

Improved retention
Reduced vacancies

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5. Modernize Technology

Key Initiatives

Implement EPIC
Expand telehealth
Develop dashboards

Success Measures

Better reporting
Operational efficiency

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6. Maintain Excellence

Key Initiatives

Maintain Accreditation with Honors
Continuous quality improvement
Performance monitoring

Success Measures

Accreditation readiness
Annual strategic review

Organizational Snapshot

Strengths	Weaknesses
Accreditation with Honors	Workforce shortages
Experienced workforce	Aging facility

Strengths	Weaknesses
Strong partnerships	Transportation barriers
Expanded primary care	Limited funding
Telehealth innovation	Technology modernization
Emergency preparedness	

Opportunities	Threats
University partnerships	Workforce shortages
Expanded telehealth	Funding uncertainty
Grant funding	Severe weather
Behavioral health services	Rising healthcare costs
Community outreach	Regulatory changes

Key Performance Indicators (KPIs)

Patients served
Clinic visits
Telehealth visits
Patient satisfaction
WIC participation
Staff vacancies
Training completion
Accreditation progress
Emergency preparedness exercises

Implementation Timeline

Fiscal Year	Major Milestones
FY2026	Accreditation site visit • Performance dashboard implementation • Telehealth evaluation
FY2027	EPIC implementation • Workforce recruitment • Specialty telehealth expansion
FY2028	Strategic plan evaluation • Community Health Assessment integration • Strategic Plan update

Executive Summary

The **Pamlico County Health Department Strategic Plan 2026–2028** is built around six strategic priorities that will expand healthcare access, improve community health, strengthen emergency preparedness, develop a sustainable workforce, modernize technology, and maintain organizational excellence through continuous quality improvement and Accreditation with Honors.

By focusing on measurable outcomes, strategic partnerships, and innovative public health practices, the Department will continue to improve the health, safety, and well-being of all Pamlico County residents while ensuring accountability and long-term sustainability.

STRATEGIC PLAN 2026-2028

Pamlico County Health Department

JULY 13, 2026

PAMLICO COUNTY HEALTH DEPARTMENT
203 North Street, Bayboro, NC 28515

Introduction

It is my pleasure to present the Pamlico County Health Department Strategic Plan 2026–2028. This plan represents our commitment to protecting and improving the health of every resident while preparing our organization to meet the challenges and opportunities of the future.

Public health is constantly evolving. Emerging diseases, workforce shortages, changing healthcare needs, severe weather events, and financial pressures require local health departments to be innovative, adaptable, and forward-thinking. At the same time, our community continues to experience significant opportunities through strong partnerships, advances in technology, and an unwavering commitment to improving health outcomes for all.

This Strategic Plan serves as a roadmap for the next two years. It was developed through collaboration with our staff, the Advisory Board of Health, community partners, and local leadership. The plan reflects the findings of our Community Health Assessment, Community Health Improvement Plan, State of the County Health Report, organizational performance data, and a comprehensive SWOT analysis. Together, these efforts identified priorities that will guide our work and ensure we remain responsive to the needs of Pamlico County.

Our strategic priorities focus on strengthening healthcare access, advancing community wellness, investing in workforce development, enhancing emergency preparedness, and leveraging technology to improve service delivery. Through measurable goals and ongoing performance evaluation, we will continue to build upon our successes while addressing the challenges that rural public health face.

The Pamlico County Health Department has earned Accreditation with Honors, a distinction that reflects our dedication to quality, accountability, and continuous improvement. We remain committed to maintaining the highest standards of public health practice while providing compassionate, evidence-based services to every individual we serve.

Success cannot be achieved by one organization alone. It depends upon collaboration among county government, healthcare providers, schools, emergency services, nonprofit organizations, businesses, faith-based organizations, and, most importantly, the citizens of Pamlico County. Together, we can build a healthier, safer, and more resilient community.

I extend my sincere appreciation to our dedicated employees, Advisory Board of Health, Board of Health/Board of County Commissioners, community partners, volunteers, and residents whose support and collaboration make this work possible. Your commitment to public service strengthens our ability to protect and promote the health of our County.

As we move forward together, we remain focused on our mission of improving health, preventing disease, protecting the environment, and ensuring that every resident has the opportunity to live a healthy and productive life. I am confident that this Strategic Plan will guide our efforts and position the Pamlico County Health Department to continue serving our community with excellence for years to come.

Respectfully,

Melanie R. Dixon, M.S., REHS
Health Director
Pamlico County Health Department

Strategic Plan 2026-2028

Pamlico County Health Department

Executive Summary

The Pamlico County Health Department (PCHD) Strategic Plan for FY 2026–2028 provides a framework for improving the health and well-being of Pamlico County residents while maintaining compliance with North Carolina public health requirements, accreditation standards, and local community priorities.

This plan builds upon the 2024 Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), State of the County Health (SOTCH) reports, departmental performance data, Advisory Board of Health recommendations, academic partnerships, and stakeholder feedback. It also incorporates recommendations from Program and Service Development Committee planning discussions, accreditation preparation activities, and operational reviews.

Effective January 5, 2026, the Pamlico County Board of Commissioners adopted the Consolidated Health and Human Services Model.

The plan is organized around six strategic priorities:

1. Healthcare Access and Equity
2. Health Promotion and Disease Prevention
3. Disaster Preparedness and Response
4. Workforce Development
5. Technology Integration and Data Analytics
6. Governance, Accreditation, and Continuous Quality Improvement

Each strategic priority includes measurable objectives, performance indicators, responsible parties, and implementation strategies to support accountability and ongoing evaluation.

Mission and Vision for the Future

Mission

The Pamlico County Health Department strives to promote the optimal health of our community's residents by ensuring access to quality health services, preventing disease, reducing health risks, fostering healthy lifestyles, protecting the environment, and strengthening public trust.

Vision

A healthy, resilient, and thriving Pamlico County where all residents have equitable access to quality healthcare, public health services, and opportunities for wellness.

Public Health Core Functions

The Pamlico County Health Department works to ensure that the **Ten Essential Public Health Services** are available and accessible to all citizens.

Ten Essential Public Health Services

Monitor health status to identify community health problems
Diagnose and investigate health hazards in the community

Inform, educate, and empower individuals regarding health issues
Mobilize community partnerships to identify and solve health problems
Develop policies and plans supporting individual and community health efforts
Enforce laws and regulations protecting public health and safety
Link individuals to needed healthcare services and ensure care when otherwise unavailable
Ensure a competent public health and healthcare workforce
Evaluate the effectiveness, accessibility, and quality of health services
Conduct research
Prepare for and respond to public health emergencies and disasters

Mandated Services as Required by 10A NCAC 46.0201

The following services are mandated within every North Carolina county and must be provided or ensured/certified by the local health department:

1. Adult Health
2. Home Health
3. Dental Public Health
4. Food, Lodging, and Institutional Sanitation
5. Individual On-Site Water Supply
6. Sanitary Sewage Collection, Treatment, and Disposal
7. Communicable Disease Control (STI/CD/TB/Rabies)
8. Vital Records Registration
9. Maternal Health
10. Child Health
11. Family Planning
12. Public Health Laboratory Support

**Note: Services #4–8 are specifically required to be directly performed by the local health department pursuant to North Carolina Administrative Code requirements.

Minimum Staffing Requirements as Required by 10A NCAC 46.0301

The local health department shall employ:

One full-time Health Director
One full-time Public Health Nurse
One full-time Registered Environmental Health Specialist
One full-time Administrative Assistant

For this Rule, “full-time” means employment during the department’s standard work week.

Core Values

Service Excellence
Integrity
Equity
Accountability
Collaboration
Innovation
Community Engagement

Current Departmental Services

Administrative/Support Services Division

Health Department Operations
Animal Control Services
- Rabies Control & Enforcement
- Public Education & Outreach
- Assists other departments with cruelty, abuse, neglect, and removal
- Emergency Sheltering

Healthy Communities/Health Education
Regulatory Reporting
Vital Records
Finance: Accounts Receivables/Payable, Time Studies, Agreement Addendums Management
Public Health Preparedness & Response

Clinical Services Division

Primary and Preventive Care

Adult Health Services
Employee Health
Interpreter Services
Lab Services
Primary Care
Telehealth Services
Veteran's Health Services

Women's and Family Health

Breast and Cervical Cancer Control Program
Breastfeeding Support
Care Management for At-Risk Children (CMARC) Referrals
Care Management for High-Risk Pregnancies (CMHRA) Referrals
Child Car Seat Safety Technician
Family Planning/Reproductive Health
Foster Care/Guardian Medical Physicals
Maternal Care Coordination
Pregnancy Testing and Prenatal Supplements
Women, Infants, and Children (WIC) Services

Immunizations and Disease Prevention

Adult and Childhood Immunizations
Communicable Disease Surveillance and Reporting
Rabies Exposure Investigation (Humans)
STI Screening and Treatment
Tuberculosis Screening and Treatment

Mental and Behavioral Health

Anxiety and Depression Screening
Mental and Behavioral Health Screenings and Referrals
Social Determinants of Health Screening
Tobacco and Vaping Cessation Counseling

Occupational Health and Physicals

College Physicals
Commercial Driver's License (DOT) Physicals
Hydration Testing for Athletes (Middle and High School)
Pre-Employment Physicals
Pre-Participation Physicals (Sports, Camp, and ROTC)
U.S. Coast Guard Merchant Mariner Physicals

Environmental Health Services:

Food, lodging, and institutional sanitation inspections

Restaurants
Mobile food units
School cafeterias
Daycare kitchens
Hotels/motels
Tattoo establishments
Nursing homes and institutions

On-site Water Protection / Septic Systems (OSWW)

Septic permits
Site evaluations
Private Well setbacks
Repair permits
Existing system inspections

Private Drinking Water Programs

Well permitting
Water sampling/testing
Contamination investigations
Well construction oversight

Public Swimming Pools and Spas

Plan review
Routine inspections
Complaint investigations
Seasonal operation permits

Child Care and School Sanitation

Routine sanitation inspections
Environmental complaint response
Lead and mold concerns

Lead Poisoning Prevention

Childhood lead investigations
Environmental assessments
Referrals and education

Vector Control and Mosquito Programs

Mosquito surveillance
Tick-borne disease education
Standing water investigations

Solid Waste and Complaint Investigations

Illegal dumping
Sewage complaints
Unsanitary conditions
Public nuisance investigations

Migrant Housing Inspections

Institutional Sanitation

Nursing homes
Local confinement facilities
Residential care settings
Emergency Shelter Sanitation

Plan Review Services

New restaurant construction
Food establishment remodeling
Public pool construction
Institutional facility review

Community Health and Training

Chain of Custody Urine Drug Screening
12-panel Drug Screening
Saliva Alcohol Screening
CPR/First Aid/AED Training
Community Outreach and Health Education
Disaster Sheltering (Nurse Support)
Stop the Bleed Tourniquet Training
Child Safety Car Seat Training
Low-Cost Rabies Vaccinations
Low-Cost Animal Microchipping

Academic Partnerships and Preceptorships

City University of New York Department of Public Health
Duke University Global Health Institute
Duke University School of Medicine
Duke University School of Nursing
East Carolina University Brody School of Medicine Department of Public Health
Norwich University School of Nursing

UNC Chapel Hill Gillings School of Public Health
UNC Chapel Hill School of Nursing
UNC Wilmington School of Nursing

Proposed New Clinical, Environmental Health, and Animal Control Services:

Expand community and academic partnerships to enhance clinical services, workforce development, and student training opportunities.
Develop a provider residency and fellowship program to strengthen the rural healthcare workforce, recruit future providers, and support clinical education.
Expand telehealth services to include specialty care, behavioral health, and mental health services, improving access to comprehensive care for rural residents.
Develop a comprehensive jail health program to provide medical, behavioral health, chronic disease management, preventive care, and telehealth services for detained individuals while supporting continuity of care during reentry into the community.
Add additional community microchip scanning station to aide in lost/found pets and to relieve burden on Shelter Capacity and fees to owners.

SWOT Analysis

Strengths

Accreditation, Governance, and Organizational Excellence

Achieved full accreditation with honors and maintains a strong commitment to quality improvement, performance management, and accountability.
Recognized by NC DHHS for Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) efforts.
Supportive Consolidated Health and Human Services Board/Board of Health and Advisory Board of Health with established committees focused on policy, program development, outreach, and funding.
Improved communication, transparency, and strategic alignment between leadership, staff, and governing boards.
Active preparation for accreditation review, including dashboard development, evidence management, policy review, and continuous quality improvement initiatives.

Strong Academic and Community Partnerships

Established partnerships with Duke University, East Carolina University, University of North Carolina - Wilmington, University of North Carolina – Chapel Hill, City University of New York, Norwich University, local schools, community organizations, and faith-based groups.
Academic partnerships provide internships, workforce support, research opportunities, data analysis, telehealth innovation, and public health program evaluation.
Recognized as a model for maximizing student engagement and leveraging academic resources in a rural setting.

Expanded Clinical Services and Telehealth Innovation

Successfully expanded provider coverage and clinical services to address healthcare access challenges.
Offers primary care, adult health, telehealth, immunizations, laboratory services, DOT/CDL and Merchant Mariner physicals, STI services, tuberculosis services, and preventive health screenings.

- Telehealth-supported primary care model has improved healthcare access and continuity of care for rural residents.
- Demonstrated growth in clinical encounters, reimbursement opportunities, and service utilization.

Financial and Revenue Growth

- Significant increases in claims volume, billable services, and healthcare utilization resulting from expanded primary care and telehealth services.
- Increased participation with insurance networks and reimbursement programs.
- Growing diversification of funding through grants, partnerships, contracts, insurance reimbursement, and fee-for-service activities.

Multilingual and Inclusive Services

- Availability of bilingual staff and interpreter services supporting more than 200 languages.
- Improved access for migrant workers, refugees, and residents with limited English proficiency.
- Commitment to health equity and reduction of barriers to care.

Emergency Preparedness and Public Health Response

- Proven ability to respond to disasters, communicable disease outbreaks, and public health emergencies.
- Staff operate emergency disaster shelters and support emergency animal shelter operations.
- Strong partnerships with emergency management and community stakeholders.

Quality Improvement and Innovation

- Monthly electronic medical record audits and quality assurance reviews.
- Expansion of data utilization, electronic reporting systems, and evidence-based decision making.
- Adoption of innovative services responsive to community needs and healthcare gaps.

Weaknesses

Workforce Capacity and Staffing Limitations

- Ongoing challenges recruiting and retaining qualified public health professionals, nurses, providers, environmental health staff, and administrative personnel.
- Limited workforce capacity affects program expansion, outreach, and service delivery.
- Succession planning is needed for key leadership and clinical positions.
- Reliance on a small workforce increases vulnerability to staff turnover and burnout.

Revenue Cycle and Administrative Infrastructure

- Limited billing, coding, credentialing, and revenue-cycle support resources.
- Current staffing structure may not adequately support expanding clinical and reimbursement activities.
- Administrative support capacity remains constrained relative to growing service demands.

Electronic Health Record and Technology Limitations

- Current Patagonia EHR system presents workflow challenges and limited interoperability.
- Difficulty updating documentation and billing information after note completion.
- Limited integration with regional healthcare systems and health information exchanges.
- Dependence on future EPIC implementation to improve efficiency and continuity of care.

Facility Limitations

- Aging infrastructure no longer fully supports modern healthcare delivery requirements.
- Limited clinical and administrative space constrains growth opportunities.
- Potential challenges meeting future technology, security, and patient flow requirements.

Data Analytics and Performance Management

Continued need for enhanced data collection, dashboard reporting, and program evaluation capabilities.
Limited internal capacity for advanced analytics and performance measurement.
Opportunities exist to strengthen utilization of available data for operational decision making.

Community Awareness and Health Literacy

Limited public awareness of available services.
Ongoing challenges with health literacy, prevention education, and engagement among some populations.
Marketing and communication efforts remain underdeveloped relative to service expansion.

Governance and Committee Execution

Committee roles, reporting processes, and workplans continue to evolve.
Need for standardized committee charters, reporting structures, and accountability measures.
Accreditation readiness requires consistent documentation and committee engagement.

Opportunities

Telehealth and Specialty Care Expansion

Expand telehealth into specialty services such as psychiatry, behavioral health, chronic disease management, and specialty consultations.
Increase healthcare access for residents facing transportation barriers.
Position PCHD as a rural telehealth innovation model and whole-person care.

Behavioral Health and Substance Use Services

Address CHA-identified priorities related to behavioral health and substance use disorders.
Develop stronger referral networks and integrated care pathways.
Explore grant and partnership opportunities supporting behavioral health initiatives.

National Health Service Corps (NHSC) Recruitment

Utilize NHSC site designation to recruit and retain physicians, nurse practitioners, physician assistants, and behavioral health providers.
Enhance workforce sustainability through loan repayment incentives.

EPIC and Health Information Exchange Integration

Implement EPIC EHR and strengthen interoperability with ECU Health and regional healthcare partners.
Improve continuity of care, clinical outcomes, reporting, and reimbursement processes.
Expand participation in Health Information Exchanges.

Community Health Aides and Community Paramedicine

Expand use of Community Health Aides and EMS partnerships to improve outreach, education, care coordination, and follow-up.
Improve access to services for vulnerable and homebound populations.

Academic Research and Workforce Pipelines

Expand student placements, internships, and research collaborations.
Utilize academic partnerships to support workforce development, evaluation, and innovation.
Create recruitment pathways into rural public health careers.

Grant Funding and Revenue Diversification

Pursue federal, state, philanthropic, and private funding opportunities.
Expand reimbursable clinical services.
Strengthen financial sustainability through strategic service development.

Enhance revenue cycle performance by increasing billing and coding proficiency through training and credentialing of staff.

Community Outreach and Health Promotion

Expand school health programs, health fairs, wellness initiatives, veteran outreach, and senior services.

Improve community awareness of available services and public health resources.

Review of Assured and Contracted Services

Evaluate opportunities to strengthen or expand services currently assured through referral, contract, or MOU arrangements.

Assess feasibility of bringing selected services in-house where appropriate.

Threats

Healthcare Workforce Shortages

National and regional shortages of healthcare professionals continue to impact recruitment and retention.

Competition from larger healthcare systems offering higher salaries and benefits.

Retirement of experienced personnel may create significant operational challenges.

Accreditation and Regulatory Risk

Increasing accreditation requirements and documentation expectations.

Potential consequences if accreditation standards are not maintained.

Evolving state and federal regulatory requirements may require additional resources.

Funding Instability

Dependence on state, federal, and grant funding creates vulnerability to policy changes and budget reductions.

Limited local funding may restrict service expansion and staffing growth.

Inflation and rising healthcare costs continue to increase operational expenses.

Inconsistent billing, coding, and reimbursement practices.

Transportation and Geographic Barriers

Lack of public transportation limits access to healthcare services.

Rural geography creates challenges for healthcare delivery and follow-up care.

Weather-related events may further limit access.

WIC Participation and Program Sustainability

Declining WIC participation may impact funding allocations and program sustainability.

Changes in federal funding formulas or participation rates may reduce resources.

Public Health Emergencies and Emerging Diseases

Ongoing risks related to communicable diseases, pandemics, and emerging infections.

Continued impact of substance use disorders and behavioral health crises.

Increased demand for public health response activities may strain resources.

Climate and Environmental Threats

Hurricanes, flooding, severe weather events, and coastal environmental risks threaten public health infrastructure and operations.

Increased emergency response demands may affect routine service delivery.

Payer and Reimbursement Challenges

Insurance reimbursement changes, credentialing delays, and Medicaid policy shifts may affect revenue.

Increased administrative requirements can negatively impact operational efficiency.

Community Engagement Challenges

Low participation in prevention programs and health education activities.

Misinformation, distrust, and low health literacy may hinder public health initiatives.

Difficulty reaching vulnerable populations despite expanded outreach efforts.

Community Health Assessment (CHA) and SOTCH-Summary

The Community Health Assessment (CHA) is completed every three years and identifies significant health needs within the community. The Community Health Improvement Plan (CHIP) serves as a roadmap addressing those identified priorities and is updated annually.

The State of the County Health (SOTCH) Report is completed in years when a CHA is not conducted and provides updates regarding progress and emerging public health issues.

Current Health Priorities

Behavioral Health and Substance Abuse
Community Wellness
Workforce Development

Strategic Goals and Objectives (FY 2026–2028)

Strategic Priority 1: Healthcare Access and Equity

Goal:

Improve access to affordable, high-quality healthcare services for all residents, particularly underserved and vulnerable populations.

Objectives:

Objective 1.1: ***Expand primary care and telehealth services*.**

Strategies

Increase utilization of telehealth-supported primary care.
Expand specialty telehealth services, including behavioral health and psychiatry.
Evaluate opportunities for jail health and specialty care services.
Strengthen referral pathways with regional healthcare systems.

Performance Indicators

Annual telehealth visit volume
Average appointment wait time
Patient satisfaction scores
Referral completion rate
Unduplicated patients served

Objective 1.2: ***Reduce barriers to healthcare access.***

Strategies

Evaluate transportation barriers and community transportation partnerships.
Expand language access services.
Strengthen outreach to veterans, seniors, migrant workers, and underserved populations.

Performance Indicators

- No-show rates
- Language-access utilization
- Transportation assistance referrals
- Patient access surveys

Objective 1.3: ***Evaluate Required and Assured Services***

The Program and Service Development Committee shall annually review all mandated and assured services using a structured service matrix that evaluates:

- Utilization
- Community Need
- Equity impact
- Staffing requirements
- Technology requirements
- Accreditation implications
- Revenue sustainability
- Risk assessment

Priority review areas include:

- Maternal Health
- Child Health
- Dental Public Health
- Home Health
- Public Health Laboratory Support
- Behavioral Health Services
- Telehealth Specialty Care
- Jail Health
- Animal Control/Rabies Services
- Public Health Preparedness & Response

Strategic Priority 2: Health Promotion and Disease Prevention

Goal:

Improve population health outcomes through prevention, education, screening, and community engagement.

Objectives:

Objective 2.1: ***Address Community Health Priorities***

Focus efforts on:

- Behavioral Health and Substance Use
- Community Wellness
- Workforce Development

Objective 2.2: ***Expand Chronic Disease Prevention***

Strategies

- Hypertension screening and management

Diabetes screening and education
Tobacco cessation initiatives
Cardiovascular disease prevention
Obesity prevention

Performance Indicators

Screenings completed
Referrals made
Follow-up completion rates
Chronic disease management outcomes

Objective 2.3: ***Strengthen Community Outreach***

Strategies

School-based health education
Community health fairs
Senior and veteran outreach
WIC participation initiatives
Health literacy campaigns

Performance Indicators

CHIP/Scorecard measures

Strategic Priority 3: Disaster Preparedness and Response

Goal:

Maintain a comprehensive and coordinated public health emergency response system.

Objectives:

Objective 3.1: ***Strengthen Emergency Preparedness***

Strategies

Annual review of emergency operations plans
Shelter operations training
Animal shelter coordination
Environmental health emergency protocols
Pandemic preparedness planning

Objective 3.2: ***Improve Community Resilience***

Strategies

Public preparedness education
Medically vulnerable resident planning
Communications readiness
Cross-sector emergency partnerships

Performance Indicators

Emergency exercises completed
Staff training compliance
Partner participation rates
Community preparedness activities

Strategic Priority 4: Workforce Development

Goal:
Develop, recruit, and retain a highly qualified public health workforce.

Objectives:

Objective 4.1: ***Recruit and Retain Workforce***
Strategies

- National Health Service Corps participation
- Workforce succession planning
- Career advancement opportunities
- Academic pipeline development
- Recruitment

Objective 4.2: ***Expand Professional Development***
Strategies

- Coding education for PH nurses/providers
- Public health competencies training
- Cross-training initiatives
- Data analytics and informatics training

Objective 4.3: ***Strengthen Academic Partnerships***
Continue and expand partnerships with:

- City University of New York
- Duke University
- East Carolina University
- UNC Gillings School of Global Public Health
- University of North Carolina
- Other public health and healthcare training programs

Performance Indicators

- Staff retention rate
- Vacant position duration
- Number of interns and students
- Training completion rates

Strategic Priority 5: Technology Integration and Data Analytics

Goal:
Leverage technology to improve patient care, public health operations, and decision-making.

Objectives:

Objective 5.1: ***Modernize Health Information Systems***
Strategies

- Transition to EPIC electronic health record system
- Expand participation in health information exchange networks
- Improve interoperability with regional healthcare partners

Objective 5.2: ***Enhance Data Analytics***
Strategies

- Develop operational dashboards
- Improve program evaluation
- Utilize student and academic partnerships for data analysis
- Strengthen disease surveillance capabilities

Objective 5.3: ***Improve Cybersecurity and Compliance***
Strategies

- HIPAA compliance monitoring
- IT modernization
- Staff cybersecurity training

Performance Indicators

- Dashboard implementation
- EHR transition milestones
- Data reporting timeliness
- Security training completion

Strategic Priority 6: Governance, Accreditation, and Continuous Quality Improvement

Goal:

Maintain accreditation readiness and strengthen organizational governance.

Objectives

Objective 6.1: ***Support Accreditation***
Strategies

- Maintain evidence documentation
- Annual policy review
- Performance management reporting
- Continuous quality improvement projects

Objective 6.2*: Strengthen Board Governance*
The Advisory Board of Health shall:

- Make recommendations to Staff Leadership Team when needed.
- Review strategic plan progress.
- Review program evaluations.
- Maintain committee workplans and action logs.
- Provide guidance and advise the Leadership Team.
- Support accreditation documentation.

The Board of Health shall:

- Review and Approve the Strategic Plan.
- Support accreditation documentation.

Objective 6.3: ***Implement Strategic Performance Dashboard***
Annual dashboard measures shall include:

1. Unduplicated clients served
2. Total clinic visits
3. Telehealth visits

4. No-show rate
5. Claims submitted
6. WIC participation
7. Community outreach events
8. Accreditation evidence completion
9. Staff vacancy rate
10. Staff training compliance
11. Community partnership activities
12. Emergency preparedness exercises
13. Patient satisfaction

Program and Service Development Committee Workplan

Responsibilities shall include:

1. Strategic Plan review.
2. Program and service evaluation.
3. Duke SRT, Telehealth, PHC, and academic project review.
4. Accreditation readiness support.
5. Required service matrix review.

Committee recommendations shall include:

Evidence reviewed
Options considered
Accreditation implications
Recommended action for the Leadership Team

Implementation Timeline

FY 2026

Accreditation preparation and site visit
Committee charter review
Dashboard implementation
Service matrix development
Telehealth program evaluation

FY 2027

EPIC implementation
NHSC recruitment activities
Specialty telehealth expansion
Workforce succession planning

FY 2028

Strategic plan evaluation
Community Health Assessment integration
Sustainability planning
Strategic Plan update

"The Pamlico County Health Department Strategic Plan FY 2026–2028 was formally reviewed and adopted by the Pamlico County Consolidated Human Services Board and acknowledged by the Pamlico County Advisory Board of Health."

Approved and Adopted: _______________________

X

Ken Heath
Chair, Board of Commissioners

X

Mark Brewington
Director, Consolidated Health & Human Ser...

X

Melanie Dixon
Director, Pamlico County Health Department

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
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CARL OLLISON - TOWNSHIP #4

COUNTY OF PAMLICO

POST OFFICE BOX 776
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(252) 745-3133 / 745-5195
FAX (252) 745-5514

COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Consideration For Approval Of The Pamlico County Health Department Clinic Disaster Field Clinic With Integrated Telehealth Operations

The Pamlico County Clinical Services Director respectfully requests the Pamlico County Board of Commissioners acting as the Pamlico County Health and Human Services Board consider for approval a Disaster Field Clinic with Integrated Telehealth operations during Hurricanes and other natural disasters.

Please see the Memorandum of request and the Pamlico County Health Department Clinic Disaster Field Clinic With Integrated Telehealth Operations Plan attached for your review and consideration.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
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COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

TO: Mark Brewington, County Manager

FROM: Lynn Hardison, Clinical Services Director

RE: Conversion of a Public Health Department Clinic into a Disaster Field Clinic with Integrated Telehealth

hLJŜNJŀəƨƴă

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Conversion of a Public Health Department Clinic into a Disaster Field Clinic with Integrated Telehealth Operations

Pamlico County Health Department Clinic

May 24, 2026

Contents

Proposal for Conversion of a Public Health Department Clinic into a Disaster Field Clinic with Integrated Telehealth Operatons

Executve Summary

[illegible] to support [illegible]
public health emergency, or declared state of emergency. The proposal incorporates emergency
[illegible]

[illegible]

- [illegible]
- Expand healthcare surge capacity
- Provide triage and urgent care services
- [illegible]
- [illegible]
- Coordinate with emergency management and healthcare partners
- Improve resilience of rural healthcare infrastructure

This proposal is intended to support emergency preparedness planning, grant funding
[illegible] agency's Emergency [illegible]

Purpose

[illegible]

- Hurricanes
- Flooding events
- [illegible]
- Public health emergencies

Disease outbreaks or pandemics

Mass casualty incidents

Infrastructure failures

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2. EȀLJŀƴŘ LJŀəŜƴű ădzNJƎŜ ŎŀLJŀŎƛűè
3. Provide emergency triage and treatment
4. SdzLJLJϨNJű ŎϨҮҮdzƴƛŎŀbƒŜ ŘƛăŜŀăŜ NJŜăLJϨƴăŜ ŀŎəǾ
5. Reduce strain on hospitals and emergency departments
6. SdzLJLJϨNJű ǾdzƒƴŜNJŀbƒŜ LJϨLJdzƒŀəϨƴă ŘdzNJƛƴƎ Řƛăŀă

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1. Provide telehealth access to remote providers and specialists
2. SdzLJLJϨNJű ăKŜƒűŜNJ ҮŜŘƛŎŀƒ ϨLJŜNJŀəϨƴă
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5. SdzLJLJϨNJű bŜKŀǾƛϨNJŀƒ KŜŀƒűK ŎNJƛăƛă NJŜăLJϨƴăŜ

Incident Command System Structure

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Incident Commander

Health ŀƴŘ IdzƳŀƴ Director or designee

Operations Secton

wŜăLJƨƴăƛbƐŜ ŦƨNJY

/ƐƛƴƛŎŀƐ ƨLJŜNJŀəƨƴă

NdzNJăƛƴƎ ƨLJŜNJŀəƨƴă

Triage

Telehealth services

SƘŜƐǉŜNJ YŜŘƛŎŀƐ ădzLJLJƨNJǉ

Planning Secton

wŜăLJƨƴăƛbƐŜ ŦƨNJY

LƴŎƛŘŜƴǉ AŎəƨƴ tƐŀƴă

SƛǉdzŀəƨƴNJŜLJƨNJǉă

Resource tracking

DƨŎdzƳŜƴǉŀəƨƴ

DŜYƨbƛƐƛÎŀəƨƴ LJƐŀƴƴƛƴƎ

Logistcs Secton

wŜăLJƨƴăƛbƐŜ ŦƨNJY

Medical supplies

IT equipment

/ƨƳƳdzƴƛŎŀəƨƴă ăèăǉŜƳă

Facility support

GŜƴŜNJŀǉƨNJ ŀƴŘ ŦdzŜƐ ŎƨƨNJŘƛƴŀəƨƴ

Finance/Administraton Secton

wŜăLJƨƴăƛbƐŜ ŦƨNJY

Cost tracking

Procurement

t ŀ èNJ ƨ ŧ ŧ ŀ ƴ Ř ă ű ŀ Ŷ ƴ Ǝ Ř ƨ ŎdzƳ Ŝ ƴ ű ŀ ǝ ƨ ƴ

CEMA NJŜ ƛ Ƴ b dzNJ ă Ŝ Ƴ Ŝ ƴ ű Ř ƨ ŎdzƳ Ŝ ƴ ű ŀ ǝ ƨ ƴ

Services Provided

D ŜLJŜ ƴ Ř ƛ ƴ Ǝ ƨ ƴ ŀ Ǿ ŀ ƛ ŧ ŀ b ŧ Ŝ ă ű ŀ Ŷ ƴ Ǝ ŀ ƴ Ř NJŜ ă ƨ dzNJŎ Ŝ ă Σ

/ ŧ ƛ ƴ ƛ Ŏ ŀ ŧ S ŜNJǾ ƛ Ŏ Ŝ ă

Medical triage

Minor acute care

Chronic disease management

M Ŝ Ř ƛ Ŏ ŀ ǝ ƨ ƴ ƛ ű Ŝ Ŭ ŧ ƨ ƴ ű NJ ŀ Ŏ ű Ŝ Ř Ŏ ƨ ƨ NJ Ř ƛ ƴ ŀ ǝ ƨ ƴ ƨ Ŧ ŧ ƨ Ŏ

Wound care

[ƛ Ƴ ƛ ű Ŝ Ř ă ű ŀ b ƛ ŧ ƛ Î ŀ ǝ ƨ ƴ ă ŜNJǾ ƛ Ŏ Ŝ ă

t dz b ŧ ƛ Ŏ I Ŝ ŀ ŧ ű Ķ S ŜNJǾ ƛ Ŏ Ŝ ă

± ŀ ŎŎ ƛ ƴ ŀ ǝ ƨ ƴ ă

Disease surveillance

L ƴ Ŧ Ŝ Ŏ ǝ ƨ ƴ LJNJ Ŝ Ǿ Ŝ ƴ ǝ ƨ ƴ

L ă ƨ ŧ ŀ ǝ ƨ ƴ Ǝ dz ƛ Ř ŀ ƴ Ŏ Ŝ

I Ŝ ŀ ŧ ű Ķ Ŝ Řdz Ŏ ŀ ǝ ƨ ƴ

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/ NJ ƛ ă ƛ ă ƛ ƴ ű ŜNJǾ Ŝ ƴ ǝ ƨ ƴ

t ă è Ŏ Ķ ƨ ŧ ƨ Ǝ ƛ Ŏ ŀ ŧ ŬNJ ă ű ŀ ƛ Ř

Behavioral health referral

T Ŝ ŧ Ŝ Ķ Ŝ ŀ ŧ ű Ķ S ŜNJǾ ƛ Ŏ Ŝ ă

w Ŝ Ƴ ƨ ű Ŝ LJNJ ƨ Ǿ ƛ Ř ŜNJ Ŏ ƨ ƴ ă dz ŧ ű ŀ ǝ ƨ ƴ ă

Behavioral health telemedicine

S LJ Ŝ Ŏ ƛ ŀ ŧ ƛ ă ű Ŏ ƨ ƴ ă dz ŧ ű ŀ ǝ ƨ ƴ

Virtual follow-up appointments

wŜҮ2űŜ ǇIJəŜƴű űNJƛIJƎŜ

Facility Requirements

Infrastructure Requirements

TƘŜ ŦIJŎƛſƛűè ăƘ2dzſŘ ҮIJƛƴűIJƛƴY

Backup power capability

Potable water access

Cdzƴ Ŏə2ƴIJſ ăIJƴƛűIJə2ƴ ŦIJŎƛſƛəŜă

ǀŜIJəƴƎ IJƴŘ Ŏ22ſƛƴƎ ŎIJǇIJbƛſƛűè

ADA accessibility

LƴűŜNJƴŜű IJƴŘ Ŏ2ҮҮdzƴƛŎIJə2ƴă ŎIJǇIJbƛſƛűè

SŜŎdzNJŜ ҮŜŘƛŎIJə2ƴ ăű2NJIJƎŜ

Designated treatment and triage areas

Recommended Clinic Zones

tIJəŜƴű NJŜƎƛăűNJIJə2ƴ

Triage area

Treatment area

Lă2ſIJə2ƴ IJNJŜIJ

TŜſŜƘŜIJſűƘ Ŏ2ƴădzſűIJə2ƴ IJNJŜIJ

MŜŘƛŎIJə2ƴ IJƴŘ ădzǇǇſè ăű2NJIJƎŜ

SűIJũ ădzǇǇ2NJű ĸNJŜăű IJNJŜIJ

Incident command area

Telehealth and IT Infrastructure R

TŜſŜƘŜIJſűƘ hbƧŜŎəǾŜă

TŜſŜƘŜIJſűƘ ƛƴŦNJIJăűNJdzŎűdzNJŜ ăƘIJſſ ădzǇǇ2NJű Y

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Behavioral health services

/ ƨ Ƴ Ƴ dz ƴ ƛ Ŏ ŀ ə ƨ ƴ ǿ ƛ ű Ƙ Ƙ Ŝ ŀ ƭ ű Ƙ Ŏ ŀ NJ Ŝ LJ ŀ NJ ű ƴ Ŝ NJ ă

Required IT Equipment

T Ŝ ƭ Ŝ Ƙ Ŝ ŀ ƭ ű Ƙ ² ƨ NJ ƪ ă ű ŀ ə ƨ ƴ ă

w Ŝ Ŏ ƨ Ƴ Ƴ Ŝ ƴ Ř Ŝ Ř Ƴ

Laptop or desktop computers

Minimum 16 GB RAM

Webcam and microphone capability

Wi-C ƛ ŀ ƴ Ř E ű Ƙ Ŝ NJ ƴ Ŝ ű Ŏ ƨ ƴ ƴ Ŝ Ŏ ə Ǿ ƛ ű è

B ŀ ğ Ŝ NJ è b ŀ Ŏ ƪ dzLJ Ŏ ŀ LJ ŀ b ƛ ƭ ƛ ű è

Mobile Devices

T ŀ b ƭ Ŝ ű ă Ŧ ƨ NJ ű NJ ƛ ŀ Ǝ Ŝ ŀ ƴ Ř LJ ŀ ə Ŝ ƴ ű NJ Ŝ Ǝ ƛ ă ű NJ ŀ ə ƨ ƴ

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M ƨ b ƛ ƭ Ŝ Ř ƨ Ŏ dz Ƴ Ŝ ƴ ű ŀ ə ƨ ƴ Ř Ŝ Ǿ ƛ Ŏ Ŝ ă

Video Conferencing Equipment

High-Ř Ŝ Ŭ ƴ ƛ ə ƨ ƴ ǿ Ŝ b Ŏ ŀ Ƴ ă

Noise-canceling microphones

U S B ă LJ Ŝ ŀ ƪ Ŝ NJLJ K ƨ ƴ Ŝ ă

I Ŝ ŀ Ř ă Ŝ ű ă Ŧ ƨ NJ Ŏ ƨ ƴ Ŭ Ř Ŝ ƴ ə ŀ ƭ Ŏ ƨ ƴ ă dz ƭ ű ŀ ə ƨ ƴ ă

Networking Equipment

Business-Ŏ ƭ ŀ ă ă Ŭ NJ Ŝ ǿ ŀ ƭ ƭ

Wireless access points

Network switches

VPN capability

Cellular hotspots or LTE backup devices

B ŀ Ŏ ǀ dzLJ / ƽ Ƴ Ƴdz ŷ ƛ Ŏ ŀ ə ƽ ŷ ă

Mobile hotspots

S ŀ ű Ŝ ƒ ƒ ƛ ű Ŝ Ŏ ƽ Ƴ Ƴdz ŷ ƛ Ŏ ŀ ə ƽ ŷ Ŏ ŀ LJ ŀ b ƛ ƒ ƛ ű è ǿ K Ŝ NJ Ŝ Ŧ Ŝ

Two-way radios

t ƽ ǿ Ŝ NJ t NJ ƽ ű Ŝ Ŏ ə ƽ ŷ

U ŷ ƛ ŷ ű Ŝ NJNJdzLJ ə b ƒ Ŝ t ƽ ǿ Ŝ NJ S dzLJLJ ƒ ƛ Ŝ ă ó U t S ú

S dzNJ Ǝ Ŝ LJNJ ƽ ű Ŝ Ŏ ə ƽ ŷ

G Ŝ ŷ Ŝ NJ ŀ ű ƽ NJ Ŏ ƽ ŷ ŷ Ŝ Ŏ ə Ǿ ƛ ű è

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T Ŝ ƒ Ŝ K Ŝ ŀ ƒ ű K LJ ƒ ŀ ù ƽ NJ Ƴ ă ă K ƽ dz ƒ Ř b Ŝ Y

HIPAA compliant

S Ŝ Ŏ dzNJ Ŝ ŀ ŷ Ř Ŝ ŷ Ŏ NJ è LJ ű Ŝ Ř

/ ƽ Ƴ LJ ŀ ə b ƒ Ŝ ǿ ƛ ű K Ŝ ƒ Ŝ Ŏ ű NJ ƽ ŷ ƛ Ŏ K Ŝ ŀ ƒ ű K NJ Ŝ Ŏ ƽ NJ Ř ă ǿ

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E È ŀ Ƴ LJ ƒ Ŝ ă Ƴ ŀ è ƛ ŷ Ŏ ƒ dz Ř Ŝ Y

Zoom for Healthcare

Doxy.me

M ƛ Ŏ NJ ƽ ă ƽ Ɗ T Ŝ ŀ Ƴ ă

M Ŝ Ř ƛ Ŏ ŀ ƒ E ǉ dz ƛ LJ Ƴ Ŝ ŷ ű ŀ ŷ Ř S dzLJLJ ƒ ƛ Ŝ ă

C l i n i c a l S u p p l i e s

t Ŝ NJ ă ƽ ŷ ŀ ƒ LJNJ ƽ ű Ŝ Ŏ ə Ǿ Ŝ Ŝ ǉ dz ƛ LJ Ƴ Ŝ ŷ ű ó t t E ú

Oxygen supplies

Wound care supplies

E Ƴ Ŝ NJ Ǝ Ŝ ŷ Ŏ è Ƴ Ŝ Ř ƛ Ŏ ŀ ə ƽ ŷ ă

± ŀ Ŏ Ŏ ƛ ŷ ŀ ə ƽ ŷ ă dzLJLJ ƒ ƛ Ŝ ă

Point-of-Ŏ ŀ NJ Ŝ ű Ŝ ă ə ʏ ∃ ă dzLJLJ ƒ ⅄ Ŝ ă

T e l e h e a l t h M e d i c a l P e r i p h e r a l s

Digital stethoscopes

Pulse oximeters

Blood pressure monitors

Digital thermometers

E È ŀ Ү ⅄ ʏ ŀ ə ƻ ʏ Ŏ ŀ Ү Ŝ NJ ŀ ă

O p e r a t o n a l S u p p l i e s

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Extension cords and power strips

Fuel supplies

C ƒ ŀ ă K ƒ ⅄ ∃ K ű ă ŀ ʏ Ř b ŀ ğ Ŝ NJ ⅄ Ŝ ă

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Registered nurses

Medical assistants

A Ř Ү ⅄ ʏ ⅄ ă ű NJ ŀ ə Ǿ Ŝ LJ Ŝ NJ ă ƻ ʏ ʏ Ŝ ƒ

B Ŝ K ŀ Ǿ ⅄ ƻ NJ ŀ ƒ K Ŝ ŀ ƒ ű K ă ű ŀ ũ

IT support personnel

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Just-in-ǝ Ƴ Ŝ Ř ƛ ă ŀ ă ű ŜNJ űNJ ŀ ƛ ƴ ƛ ƴ ∃

Cybersecurity and HIPAA Compliance

E Ƴ ŜNJ∃ Ŝ ƴ Ŏ è ű Ŝ ƒ Ŝ K Ŝ ŀ ƒ ű K ⱸLJŜNJ ŀ ǝ ⱸ ƴ ă ă K ŀ ƒ ƒ Ƴ ŀ ƛ ƴ ű ŀ ƛ ƴ

Health Insurance Portability and Accountability Act requirements

S ű ŀ ű Ŝ LJNJ ƛ Ǿ ŀ Ŏ è ƒ ŀ ǿ ă

Agency cybersecurity policies

w Ŝ Ŏ ⱸ Ƴ Ƴ Ŝ ƴ Ř Ŝ Ř S ŀ Ŧ Ŝ ∃dz ŀ NJŘ ă

Mdz ƒŦǝŀ Ŏ ű ⱸNJ ŀ dz ű K Ŝ ƴ ǝ Ŏ ŀ ǝ ⱸ ƴ

Encrypted devices

VPN access

E ƴ ŘLJ ⱸ ƛ ƴ ű LJNJ ⱸ ű Ŝ Ŏ ǝ ⱸ ƴ ă ⱸ Ɗ ǿ ŀ NJŜ

Role-based access controls

A dz ű ⱸ Ƴ ŀ ǝ Ŏ ă Ŏ NJŜ Ŝ ƴ Clock policies

Documentaton and Billing

T K Ŝ Ŭ Ŝ ƒ Ř Ŏ ƒ ƛ ƴ ƛ Ŏ ă K ⱸdz ƒ Ř Ƴ ŀ ƛ ƴ ű ŀ ƛ ƴ Ƴ

t ŀ ǝ Ŝ ƴ ű Ŝ ƴ Ŏ ⱸdz ƴ ű ŜNJ NJŜ Ŏ ⱸNJŘ ă

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w Ŝ ă ⱸdzNJŎ Ŝ dz ǝ ƒ ƛ Î ŀ ǝ ⱸ ƴ ƒ ⱸ ∃ ă

/ ⱸ ă ű űNJ ŀ Ŏ ʅ ƛ ƴ ∃ Ř ⱸ Ŏdz Ƴ Ŝ ƴ ű ŀ ǝ ⱸ ƴ

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T K Ŝ ă è ă ű Ŝ Ƴ ă K ⱸdz ƒ Ř ă dzLJLJ ⱸNJ ű Ƴ

Medicaid claims

Medicare telehealth billing

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CEMA NJ Ŝ ƛ Ƴ b dzNJ ă Ŝ Ƴ Ŝ ƴ ű Ř ƻ ŎdzƳ Ŝ ƴ ű ŀ ə ƻ ƴ

Communicatons Plan

T Ƙ Ŝ Ŭ Ŝ ƒ Ř Ŏ ƒ ƛ ƴ ƛ Ŏ ă Ƙ ƻdz ƒ Ř Ƴ ŀ ƛ ƴ ű ŀ ƛ ƴ Ŏ ƻ Ƴ Ƴdz ƴ ƛ Ŏ ŀ ə ƻ ƴ

County emergency management

Hospitals

EMS ŀ ∃ Ŝ ƴ Ŏ ƛ Ŝ ă

S Ƙ Ŝ ƒ ű Ŝ NJ ă

w Ŝ ∃ ƛ ƻ ƴ ŀ ƒ Ƙ Ŝ ŀ ƒ ű Ƙ Ŏ ŀ NJ Ŝ Ŏ ƻ ŀ ƒ ƛ ə ƻ ƴ ă

S ű ŀ ű Ŝ LJdz b ƒ ƛ Ŏ Ƙ Ŝ ŀ ƒ ű Ƙ ŀ ∃ Ŝ ƴ Ŏ ƛ Ŝ ă

Law enforcement

w Ŝ Řdz ƴ Ř ŀ ƴ ű Ŏ ƻ Ƴ Ƴdz ƴ ƛ Ŏ ŀ ə ƻ ƴ ă è ă ű Ŝ Ƴ ă ă Ƙ ƻdz ƒ Ř b Ŝ Ƴ ŀ ƛ ƴ

Safety and Security

S ŀ Ŧ Ŝ ű è M Ŝ ŀ ădzNJ Ŝ ă

S ű ŀ ũ ŀ Ŏ Ŏ ƻdz ƴ ű ŀ b ƛ ƒ ƛ ű è LJNJ ƻ Ŏ Ŝ ŘdzNJ Ŝ ă

² ƻ NJ ƪ LJ ƒ ŀ Ŏ Ŝ Ǿ ƛ ƻ ƒ Ŝ ƴ Ŏ Ŝ LJNJ Ŝ Ǿ Ŝ ƴ ə ƻ ƴ

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L ƴ Ŧ Ŝ Ŏ ə ƻ ƴ Ŏ ƻ ƴ ű NJ ƻ ƒ LJNJ ƻ Ŏ Ŝ ŘdzNJ Ŝ ă

S Ŝ ŎdzNJ ƛ ű è / ƻ ƴ ă ƛ Ř Ŝ NJ ŀ ə ƻ ƴ ă

Controlled facility access

M Ŝ Ř ƛ Ŏ ŀ ə ƻ ƴ ă Ŝ ŎdzNJ ƛ ű è

t NJ ƻ ű Ŝ Ŏ ə ƻ ƴ ƻ Ŧ Ŏ ƻ ƴ Ŭ Ř Ŝ ƴ ə ŀ ƒ NJ Ŝ Ŏ ƻ NJ Ř ă

/ ƻ ƻ NJ Ř ƛ ƴ ŀ ə ƻ ƴ ǿ ƛ ű Ƙ ƒ ŀ ǿ Ŝ ƴ Ŧ ƻ NJ Ŏ Ŝ Ƴ Ŝ ƴ ű

Training and Exercises

t ŜNJă ϩ ƴ ƴ Ŝ ƒ ŀ ă ă ʎ ∃ ƴ Ŝ Ř ű ϩ Ŭ Ŝ ƒ Ř Ŏ ƒ ʎ ƴ ʎ Ŏ ϩ LJ ŜNJ ŀ ə ϩ ƴ ă ă

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L / S у л л

T Ŝ ƒ Ŝ Ķ Ŝ ŀ ƒ ű Ķ ϩ LJ ŜNJ ŀ ə ϩ ƴ ă ű NJ ŀ ʎ ƴ ʎ ƴ ∃

PPE and FIT for N95 training

E Ƴ ŜNJ∃ Ŝ ƴ Ŏ ѐ Ř ϩ Ŏdz Ƴ Ŝ ƴ ű ŀ ə ϩ ƴ LJNJ ϩ Ŏ Ŝ ŘdzNJ Ŝ ă

Cybersecurity awareness training

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h S I A ŀ ƴ Ř B ƒ ϩ ϩ Ř b ϩ NJ ƴ Ŝ t ŀ ű Ķ ϩ ∃ Ŝ ƴ ă

Recommended Exercises

Annual tabletop exercises

C dz ƴ Ŏ ə ϩ ƴ ŀ ƒ Ř ʎ ă ŀ ă ű ŜNJ ŘNJ ʎ ƒ ƒ ă

T Ŝ ƒ Ŝ Ķ Ŝ ŀ ƒ ű Ķ Ŏ ϩ ƴ ə ƴdz ʎ ű ѐ ű Ŝ ă ə ƴ ∃

A Ɗ-ŜNŎ ə ϩ ƴ NJ Ŝ Ǿ ʎ Ŝ ǿ ă

Community and Healthcare Coordinat

Y Ŝ ѐ LJ ŀ NJ ű ƴ ŜNJ ă Ƴ ŀ ѐ ʎ ƴ Ŏ ƒ dz Ř Ŝ Y

Local emergency management

Hospitals

E M S ŀ ∃ Ŝ ƴ Ŏ ʎ Ŝ ă

Long- ű ŜNJ Ƴ Ŏ ŀ NJ Ŝ Ŧ ŀ Ŏ ʎ ƒ ʎ ə Ŝ ă

Pharmacies

± ϩ ƒ dz ƴ ű Ŝ ŜNJ ϩ Ŏ Ŝ ŀ ƴ Ř Î Ǿ ϩ ϩ dz ƴ ű Ŝ ŜNJ ă ύ

SŎK ƨ ƨ ƒ ă è ă ű Ŝ Ƴ ă

Faith-b ŀ ă Ŝ Ř ƨ NJ Ǝ ŀ ƴ ƛ Î ŀ ə ƨ ƴ ă

Funeral homes

w Ŝ Ǝ ƛ ƨ ƴ ŀ ƒ Ƙ Ŝ ŀ ƒ ű Ƙ Ŏ ŀ NJ Ŝ Ŏ ƨ ŀ ƒ ƛ ə ƨ ƴ ă

M Ŝ Ř ƛ Ŏ ŀ ƒ S Ŝ NJ Ø ƛ Ŏ Ŝ / ƨ NJ LJ ă

N ƨ NJ ű K / ŀ NJ ƨ ƒ ƛ ƴ ŀ D Ŝ LJ ŀ NJ ű Ƴ Ŝ ƴ ű ƨ Ŧ I Ŝ ŀ ƒ ű K ŀ ƴ Ř I dz

Funding Opportunites

t ƨ ű Ŝ ƴ ə ŀ ƒ Ŧ dz ƴ Ř ƛ ƴ Ǝ ă ƨ dz NJ Ŏ Ŝ ă ƛ ƴ Ŏ ƒ dz Ř Ŝ Y

Federal Emergency Management Agency disaster reimbursement

I Ŝ ŀ ƒ ű K w Ŝ ă ƨ dz NJ Ŏ Ŝ ă ŀ ƴ Ř S Ŝ NJ Ø ƛ Ŏ Ŝ ă A Ř Ƴ ƛ ƴ ƛ ă ű NJ ŀ ə ƨ

N ƨ NJ ű K / ŀ NJ ƨ ƒ ƛ ƴ ŀ h Ŷ Ŏ Ŝ ƨ Ŧ w dz NJ ŀ ƒ I Ŝ ŀ ƒ ű K ű Ŝ ƒ Ŝ Ƙ Ŝ

Public health preparedness funding

I Ŝ ŀ ƒ ű K Ŏ ŀ NJ Ŝ Ŏ ƨ ŀ ƒ ƛ ə ƨ ƴ Ǝ NJ ŀ ƴ ű ă

Demobilizaton

T Ƙ Ŝ Ŭ Ŝ ƒ Ř Ŏ ƒ ƛ ƴ ƛ Ŏ Ƴ ŀ è Ř Ŝ Y ƨ b ƛ ƒ ƛ Î Ŝ ǿ K Ŝ ƴ Y

E Ƴ Ŝ NJ Ǝ Ŝ ƴ Ŏ è Ŏ ƨ ƴ Ř ƛ ə ƨ ƴ ă ă ű ŀ b ƛ ƒ ƛ Î Ŝ

Hospital systems recover

t ŀ ə Ŝ ƴ ű ă dz NJ Ǝ Ŝ Ř Ŝ Ŏ NJ Ŝ ŀ ă Ŝ ă

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3. Establish a telehealth equipment cache
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6. Conduct annual disaster exercises
7. MƖƛƴűƖƛƴ ăŎƖfƖbfŜ ăűƖŶƴ∃ LJfƖƴă
8. Pursue grant funding for telehealth and emergency preparedness infrastructure

References

Federal Guidance

CEMA [illegible] [illegible] command-system [illegible]

CDC Emergency Preparedness and Response [illegible]

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NLI [illegible] [illegible]

North Carolina Resources

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COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request For Approval To Enter Into An Agreement With Merchant Services To Provide Credit Card Reader Processing Services For The Pamlico County Health Department

The Pamlico County Clinical Services Director respectfully requests that Pamlico County Board of Commissioners approve the attached agreement with Merchant Services to provide credit card reader processing services for the Pamlico County Health department. This agreement will allow the implementation of secure credit card reader technology that integrates with the EPIC Electronic Health Record System.

Please see the memorandum of request and all supporting documentation attached for your review and consideration.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

TO: Mark Brewington, County Manager

FROM: Lynn Hardison, Clinical Services Director

RE: Request for Approval to Enter into an Agreement with Merchant Services (Vendor)

agreement with Merchant Services to provide credit card reader processing

secure credit card reader technology that integrates with the EPIC Electronic Health Record (EHR) system.

client experience, reduces manual payment processing, and aligns the clinic's

In consideration of the mutual promises and covenants
and the agreement of Merchant to participate in the card processing services program established by Bank, the parties agree as follows:

1. **PARTIES.**
The parties to this Agreement are ESQUIRE BANK, a national banking association, whose address is 100 Jericho Quadrangle, Suite 100, Jericho, New Yo
DBA Payzli, a ISO, whose address is 3550 Buschwood Park Dr, Suite 120, Tampa, FL 33618
and the Merchant set forth on the Merchant Application form to which this Agreement is attached ("Merchant"), ,and the Merchant set forth on the M
is attached ("Merchant").

2. **DEFINITIONS.**
For the purposes of this Agreement and the Schedules referred to herein, the following definitions apply unless the context otherwise requires:
"Address Verification" means a service that allows
Cardholders with the relevant Issuer.
"Applicable Law" means: (i) all applicable federal
the Rules.
"Authorization" means an affirmative response, by
Transaction, that a Transaction is within the relevant Cardhol
Cardholder has not reported the Card lost or stolen. All Transactions requiring Authorization by the Card Brands must be authorized.
"Authorization Center" means the facility or facil
which Merchant shall submit all requests for Authorization.
"Business Day" means any day other than: (i) a Satu
institutions in New York are authorized by law or executive order to be closed (and on which Bank is in fact closed).
"Card(s)" means either a Visa, Mastercard or Discov
that requires a PIN for identification purposes), or pre-paid, stored-value or gift card.
"Card Brand(s)" means VISA U.S.A., Inc. ("Visa"), M
("Mastercard") and Discover Financial Services LLC
"Cardholder" means a person authorized to use a Ca
"Chargeback" means a Transaction that Bank returns to Merchant pursuant to this Agreement.
"Forced Sale" means a sales Transaction processed w
number being obtained for the full amount of the sales Transaction at the time the Transaction is processed.
"Full Recourse Transactions" means mail orders, te commerce (Internet) orders,
Pre-Authorized Recurring Order Transactions, and othe
"Issuer" means a member of a Card Brand that enters relationship with a
Cardholder for the issuance of one or more Cards.
"Merchant Statement" means an itemized monthly sta
Operating Account (as that term is defined in Section 5 of this Agreement).
"Monthly Chargeback Violation," for any given calen
Chargebacks have been processed in that month and that the Transaction Chargeback Ratio for that month is equal to or greater than 1%.
"Mid-Qualified Transactions" means any Transaction c categorized as such by the processor
designated by Bank to settle Transactions with the Card Brands.
"Non-Qualified Transactions" means: (i) any Transacti
hours past the time the Authorization occurred; (ii) any Transaction missing required data; and (iii) any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Card Brands.
"Normal Transaction" means a Transaction in which

terminal, register or other device, capturing the C…
strip.

“P-Authorized Recurring Order Transac… -authorized by … means a …
the Cardholder and for which the goods or services are to be delivered or performed in the future by Merchant without having to obtain approval from the Cardholder each time.

“Qualified Transactions” means any Transaction cat…
Bank to settle Transactions with the Card Brands.

“Rules” means al… -laws, standards, and procedures adopted and/or amended … by
from time to time by the Card Brands (including, without limitation, the Payment Card Industry Data Security Standard), Bank and each relevant Issuer.

“Services” means the transaction processing servic…
same may be amended from time to time by Bank, in its sole discretion.

“Transaction” means the acceptance of a Card or in… payment for
goods sold and/or leased or services provided to Cardholders by Merchant and receipt of payment from Bank, whether the Transaction is approved, declined, or processed as a Forced Sale. The term

“Transaction” also includes credits, errors, retu… ms and adjustments.

“Transaction Chargeback Ratio,” for a given calen… -related purposes,
the number of Chargebacks processed in that calendar month divided by the total number of Transactions processed in that calendar month; and (ii) for Mastercard-related purposes, the number of Chargebacks processed in that calendar month divided by the total number of Transactions processed in the previous calendar month.

3. **SERVICES PROVIDED TO MERCHANT.**

During the term of this Agreement, subject to the terms and conditions of this Agreement: (i) ISO shall provide technical documentation as needed, and technical support and customer support (including, without limitation, Authorization, settlement and Chargeback processing and reporting), twenty-four hours each day, seven days each week, in order to allow Merchant to accept and process Transactions; and (ii) Bank shall provide the Services to Merchant.

4. **TERM.**

This Agreement shall become effective when all parties sign the Merchant Application form to which this Agreement is attached (or in connection with which this Agreement is provided) and, unless sooner terminated, shall remain in effect for a term of three (3) years (the “Initial T…
Agreement shall renew automatically for successive terms of three (3) years each, unless any party provides written notice of termination to the other parties at least 90 days prior to the end of the then-current term. All existing obligations, warranties, indemnities and agreements with respect to Transactions entered into before such termination shall remain in full force and effect, and, regardless of any such termination, Merchant shall remain liable for all obligations to Cardholders and Bank that are incurred while this Agreement is in effect.

5. **MERCHANT OPERATING ACCOUNT.**

Prior to accepting any Cards, Merchant shall establish a demand deposit account at Bank, or at a financial institution approved by Bank (the “Opera…
credits due to Merchant in accordance with this Agreement may be processed. Merchant authorizes Bank to debit all amounts Merchant owes Bank hereunder or any other agreement entered into between Merchant and Bank from the Operating Account, whether maintained at Bank or another financial institution, at times deemed appropriate by Bank, through the ACH Banking Network or by a manual debit of the Operating Account. Merchant waives any and all claims for loss or damage arising out of any such charges or debits to the Operating Account.

6. **RESERVE ACCOUNT.**

Upon, or at any time after, execution of this Agreement, Bank may establish a reserve account at Bank (the “Reserve Account”) in such amount as Bank fro…
discretion. Bank may fund the Reserve Account by deducting amounts from payments due to

Merchant, by effecting a charge against Merchant's
accounts at Bank, or by demanding payment from Merchant (which payment Merchant shall make within ten (10) days after receipt of any such demand). The Reserve Account will be maintained for a minimum of nine months after the date on which this Agreement terminates or until such time as Bank determines that the release of the funds to Merchant is prudent, in the best interest of Bank, and commercially reasonable, and that Merchant's account with Ban
other agreement entered into between Merchant and Bank is fully resolved. Merchant and ISO acknowledge and agree that only Bank, and not ISO, may authorize or effect any release of funds from the Reserve Account. Bank may withdraw funds from the Reserve Account at any time to offset any indebtedness of Merchant to Bank that may arise out of or relate to the obligations of Merchant under this Agreement (including, but not limited to, Chargebacks and fees), to offset any other indebtedness of Merchant to Bank under any other agreement entered into between Merchant and Bank, or (in Bank's discretion) to satisfy obligat
third parties under this Agreement. Upon expiration of this post-termination holding period and the satisfaction of such indebtedness, any balance remaining in the Reserve Account will be paid to Merchant. Bank will inform Merchant of any charges debited to the Reserve Account during this post-termination holding period. Notwithstanding the foregoing, Bank, in its sole discretion, may release funds from the Reserve Account prior to the expiration of such nine-month period based on its assessment of the risks associated with effecting such release.

7. **FEES.**

Merchant shall pay to Bank all fees specified on Schedule A, as amended by Bank from time to time. For each Transaction, Bank will charge Merchant as follows:

(a) An amount ("Merchant Discount Fees") equal to a
each sales and cash withdrawal Transaction ("Mercha
(b) A specified amount per Transaction ("Transacti
(c) A specified amount per Authorization ("Authori

The Merchant Discount Rate, Authorization Fees and Transaction Fees are set forth on *Schedule A*. Different Merchant Discount Rates may apply to Qualified, Mid-Qualified and Non-Qualified Transactions, as shown on Schedule A. Merchant agrees that Bank will, and authorizes Bank to, deduct Merchant Discount Fees from the Operating Account or Reserve Account on a daily basis unless a monthly basis is specified on Schedule A. Merchant also agrees to pay to Bank the amount of any fees, charges or penalties assessed against Ban
violation of any Applicable Law. Merchant shall pay Bank for any other services provided to Merchant by Bank and for all other fees shown on Schedule A, including, but not limited to, monthly minimum fees, Chargeback fees and customer service fees.

8. **BILLING.**

All amounts Merchant owes to Bank, for any reason, may be charged to the Operating Account or Reserve Account, recouped by adjustment to any credits due to Merchant, or set off against any account or property Bank holds for or on behalf of Merchant.

9. **SECURITY INTEREST.**

As security for the performance by Merchant of all of its obligations under this Agreement, Merchant hereby grants to Bank a security interest in: (i) the funds held in the Operating Account and in the Reserve Account; and (ii) any inventory with respect to which a Transaction has occurred but has not yet been fulfilled. Merchant will execute and deliver to Bank such documents, in form satisfactory to Bank, as Bank may reasonably request in order to pe
Account, Reserve Account and such inventory, and will pay all costs and expenses associated with filing the same or this Agreement in all public filing offices, where filing is deemed by Bank to be necessary or desirable. Bank is authorized to file financing statements relating to the Operating Account, the Reserve Account and such inventory without ISO where authorized by law. Merchant appoints Bank as its attorney-in-fact to execute such documents as are necessary or desirable to

accomplish perfection of any security interests. This appointment is coupled with an interest and shall be irrevocable as long as Merchant owes any amount to Bank.

10. **PROCESSING TRANSACTIONS.**

(a) Merchant shall obtain Authorizations and process Transactions using such equipment and software as may be approved from time to time by Ba
Merchant shall validate Cards and Cardholders in face-to-face transactions as required by Applicable Law.

(b) Merchant shall obtain Authorizations for Transactions in a manner required by Applicable Law and in the manner, and following the processes and procedures, determined from time to time by Bank, in its sole discretion, and communicated to Merchant by either Bank or ISO.

(c) Merchant shall submit, in the manner determined from time to time by Bank, such information to Bank or Bank's designee in connection with Transac
determine.

(d) Merchant shall not submit a Transaction to Bank (electronically or otherwise) until Merchant has performed its obligations to the Cardholder in connection with the Transaction or obtained Cardholder's -Authorized Recurring Order Transaction.

(e) Merchant shall not transmit any Transaction to Bank that is illegal or that Merchant knows or should have known to be fraudulent or not authorized by the Cardholder.

(f) Merchant shall not process a Transaction that does not result from an act between a Cardholder and Merchant.

(g) Merchant shall not request or use any Card number for any purpose other than as payment for its goods or services.

(h) Merchant may transmit a Transaction that effects a prepayment of services or full prepayment of custom-ordered merchandise, manufactured to a Cardhold
Cardholder of the immediate billing at the time of the Transaction and within time limits established by the Card Brands.

(i) Merchant may request but must not require a Cardholder to provide additional identification information as a condition of Card acceptance, unless such information is required to complete the Transaction, such as for shipping purposes, or the Rules specifically permit or require such information to be collected.

11. **PROHIBITED TRANSACTIONS.**

Merchant shall not do any of the following:

(a) Establish a minimum on debit cards or greater than $10.00 on credit cards or a maximum dollar Transaction amount;

(b) Obtain multiple Authorizations for amounts less than the total sale amount;

(c) Obtain Authorization for the purpose of setting
sales;

(d) Extend credit for or defer the time of payment of the total cash price in any Transaction;

(e) Honor a Card except in a Transaction where a total cash price is due and payable;

(f) Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;

(g) Transmit or accept payment for any Transaction that was not originated directly between Merchant and a Cardholder for the sale or lease of goods or the performance of services of the type indicated in the Merchant Application form to which this Agreement is attached;

(h) Honor or accept a Card as payment for any legal services or expenses arising out of or related to: (i) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (ii) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;

(i) Use Merchant's own Card, or one to which Mercha
purpose of obtaining credit for Merchant's own bene

(j) Re-process any Transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of Cardholder approval;

(k) Initiate a Transaction credit without a preceding debit at least equal to the credit;
(l) Initiate a Transaction credit without a balance in the Operating Account at least equal to the credit;
(m) Use the Equipment or any data received thereon for any other purpose other than for determining whether or not Merchant should accept checks or Cards in connection with a current sale or lease of goods or services;
(n) Use the Equipment or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement;
(o) Draw or convey any inference concerning a perso
capacity, character, general reputation, personal characteristics or mode of living when any Card or check is processed as non-accepted;
(p) Disclose any information obtained through the Equipment to any person except for necessary disclosures to affected Cardholders, Bank and/or the Issuer;
(q) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant;
(r) Disburse funds in the form of cash;
(s) Accept a Card to collect or refinance an existing debt (whether originally owed to Merchant or otherwise) that is considered uncollectible (for example, payments to a collection agency or attempts to recover funds for a dishonored check) except to the extent specifically permitted by Applicable Law;
(t) Issue a Transaction credit in respect of goods or services acquired in a cash transaction which are returned;
(u) Make any cash refund to a Cardholder who has made a purchase with a credit Card (all Transaction credits shall be issued to the same credit Card account number used in the sale);
(v) Require a Cardholder to complete a postcard or
account number, Card expiration date, signature or any other Card account data in plain view when mailed;
(w) Accept a Card for the purchase of Scrip (as defined by applicable VISA regulations), except to the extent specifically permitted by Applicable Law;
(x) Accept any payment directly from a Cardholder for previous Card charges incurred and processed by Merchant;
(y) Require, through an increase in price or otherwise, any Cardholder to pay any surcharge in connection with any Transaction or to pay any part of any charge imposed on Merchant by Bank except, in either case, as expressly permitted by, and under terms and conditions that comply in full with, Applicable Law;
(z) Provide cash to a Visa cardholder unless Merchant is either (i) participating in Visa Cash-Back Services or (ii) a hotel or cruise line;
(aa) Cause any Cardholder to waive its right to dispute a Transaction;
(bb) Request the Card Verification Value 2 data (as defined by Visa) on any paper order form;
(cc) Request a Cardholder account number for any purpose that is not related to payment for goods or services; or
(dd) Add any tax to Transactions, unless applicable law expressly requires that a merchant be permitted to impose a tax, and only if such tax is included in the Transaction amount and not collected separately.

12. **PROHIBITION OF FURNISHING ACCOUNT INFORMATION; USE OF THIRD PARTIES.**
Merchant shall not, without the Cardholder's conse
information in the form of Transaction documents, carbon copies of imprinted Transaction documents, mailing lists, tapes, journal rolls or other media obtained through the use of a Card to any third party. Merchant may use third parties that do not have a direct agreement with Bank as Merchant's agent for the direct delivery of Transa
(a) Merchant advises Bank that it will use a third-party processor in this capacity, identifying the third party so selected by Merchant;
(b) Merchant agrees that Bank will reimburse Merchant only for the Visa Transactions delivered by

that third-party processor to VisaNet; and
(c) Merchant assumes responsibility for any failure by its third-party processor to comply with Applicable Law.
Merchant shall notify Bank of the identity of any third party performing services to Merchant in connection with which such third party has access to any Card information.

13. **DAILY RECONCILIATION OF TRANSACTIONS.**
(a) Electronically Transmitted Transactions. Bank shall control and disburse all Transaction-related settlement funds to Merchant. Transactions with respect to which Bank receives payment from or through the Card Brands will be settled on a daily basis, and, except as otherwise expressly provided or permitted pursuant to the terms of this Agreement, Bank shall deliver payment to Merchant in connection with such Transactions by effecting a credit to the Operating Account equal to the reconciled and paid summary Transaction total of all of Merchan
since the previous credit. Notwithstanding the foregoing, Bank may, in its sole discretion, effect a credit to the Operating Account in connection with any Transaction prior to the point in time Bank receives payment in connection therewith from or through the Card Brands. In either case, Bank may, if necessary or appropriate, reduce any credit made to the Operating Account by, and/or Bank may require that Merchant pay to Bank an amount equal to: (i) the sum of all Cardholder charges denied, refused or charged back; (ii) all refunds processed on account of Cardholders during said time period; (iii) the amounts, fees and charges, including (but not limited to) Chargebacks, Merchant owes Bank hereunder or under any other agreement entered into between Bank and Merchant; (iv) all taxes, penalties, charges, fees and other items incurred by Bank that are reimbursable pursuant to this Agreement; (v) all applicable rates, fees and charges described on Schedule A; (vi) any amount Bank previously credited to the Operating Account that Bank determines, in good faith, was incorrectly so credited; and (vii) any amount Bank determines, in its sole discretion, represents unacceptable risk to the relevant Cardholder or Bank. Any application of funds associated with the settlement of Transactions that differs from the foregoing must be agreed to, in writing, by Bank and Merchant and may not, in any respect, violate Applicable Law.
(b) Reconciliation of Transactions. Merchant shall reconcile each settled Transaction within fifteen (15) days after the date on which such Transaction is submitted to Bank for payment, and shall notify Bank and ISO immediately of any discrepancies or errors Merchant notes as a result of such reconciliation. Neither Bank nor ISO shall have any responsibility or liability for Transaction-related errors or omissions that are brought to their attention more than thirty (30) days after the date on which the Transaction to which such error or omission relates is first presented to Bank for settlement.
(c) Provisional Credit. Any credits to the Operating Account are provisional only and subject to revocation by Bank until such time that the Transaction is final and no longer subject to Chargeback by the Issuer, Cardholder or Card Brands. Bank may withhold payment for a Transaction to Merchant, for any reason, until such time as the Transaction has been verified as legitimate by the relevant Issuer, or Bank receives adequate supporting documentation from Merchant to authenticate the Transaction and mitigate Chargeback risk.

14. **ADJUSTMENTS AND RETURNS.**
Merchant will maintain a fair exchange and return policy and make adjustments with respect to goods and services sold and/or leased to its customers whenever appropriate. If Merchant limits its acceptance of returned merchandise, or if Merchant is an Electronic Commerce Merchant, Merchant will ensure that its return policy are clearly set
website, as required by Applicable Law. If goods are returned, or services are terminated or canceled, or any price is adjusted, Merchant will prepare and transmit a credit or return Transaction, either electronically or by paper, for the amount of the adjustment as a deduction from the total amount of Transactions transmitted that day. If the amount of credit or return Transactions exceeds the amount of sales Transactions, Merchant shall pay the excess to Bank. Merchant shall make no cash refunds on credit Transactions and shall handle all credit adjustments as provided in this Section 14. If no refund or return will be given, Merchant must advise Cardholder in writing, at the time of the Transaction,

that the sale is a “final sale” and “no returns” a
writing of any policy of Merchant that provides for no-cash refunds and in-store credit only. Merchant shall follow Card Brand reservation/no-show policies, and shall notify Cardholders in writing of this policy on all advance reservations. Merchant also shall notify Cardholders at the time of the reservation of the exact number of days required for reservation deposit refunds.

15. **CHARGEBACKS.**

The acceptance by Bank of any Transaction processed in accordance with the terms of this Agreement shall be without recourse to Merchant, except for:

(i) Full Recourse Transactions; (ii) as otherwise indicated in this Agreement; and (iii) under any of the following circumstances:

(a) No specific prior Authorization for the Transaction was obtained from the Authorization Center, the approval number does not appear in the electronic transmittal that is maintained by Bank, or the Transaction was submitted to the Bank or ISO thirty (30) days or more after the date on which the goods and/or services to which the Transaction relates were purchased or leased by the relevant Cardholder;

(b) The Transaction was based on a pre-authorization form, the Card on which the Authorization was based was canceled and Merchant was so notified prior to the Transaction;

(c) The Card giving rise to the Transaction was canceled and prior to, or at the time of, the Transaction, and Merchant received notice of the cancellation through the electronic terminal, in writing or otherwise;

(d) The Card expired prior to the date of the Transaction or the date of the Transaction was prior to the validation date, if any, indicated on the Card;

(e) The Transaction information required by this Agreement was not submitted to Bank, or the procedures required by this Agreement to be followed in connection with processing a Transaction were not followed;

(f) Bank or Issuer receives a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder;

(g) The Cardholder makes a written complaint to Bank or Issuer that the Cardholder did not make or authorize the Transaction;

(h) A setoff or counterclaim of any kind exists in favor of any Cardholder against Merchant that may be asserted in defense of an action to enforce payment against the Cardholder in the Transaction;

(i) The Transaction was made at or by a merchant other than Merchant;

(j) The Transaction otherwise violates the terms of this Agreement or any Applicable Law;

(k) A Transaction is charged back by an Issuer; or

(l) Any representation or warranty made by Merchant in connection with the Transaction is false or inaccurate in any respect.

In any such case, Bank shall not be obligated to accept a Transaction for credit to the Operating Account. If Bank has credited the Operating Account or Reserve Account for such a Transaction, Bank may return the Transaction to the Merchant, and Merchant shall pay Bank the amount of the Transaction. Merchant agrees that it is solely responsible for all Chargebacks, and that Bank, without prior notice to Merchant, may: (i) charge the amount of the Transaction to the Operating Account or Reserve Account; (ii) recoup the amount of the Transaction by adjustment of the credits due to Merchant; and/or (iii) set off the amount of the Transaction against any account or property Bank
holds for or on behalf of Merchant. If Merchant dis argeback
Transaction, Merchant must so notify Bank in writing within 10 days of the Chargeback, and provide
documentation that the dispute has been resolved t
has been issued. Without limiting the generality of any other provision of this Agreement, if Bank or ISO, if ISO has indemnified Bank, takes legal action against Merchant for any Chargebacks or any
amounts due Bank or ISO hereunder, Merchant shall p
Bank and/or ISO, whether suit is commenced or not.

In addition to any other remedy available to Bank, upon the occurrence of a Monthly Chargeback Violation, Merchant must pay to Bank a fee that is equal to the total number of Chargebacks processed during the relevant calendar month multiplied by the relevant dollar amount set forth in the table set forth below (where X in the table below is the Transaction Chargeback Ratio for the relevant calendar month and Y is the number of Chargebacks processed during the relevant calendar month) (the “Monthly Chargeback Violation Fee”):

Merchant will pay each relevant Monthly Chargeback Violation Fee to Bank no later than 30 days after receiving a request for payment thereof from Bank (which request will include a description of the Monthly Chargeback Violation Fee amount and a description of the manner in which it was calculated).

16. **MERCHANT STATEMENT.**

At least once each month, Bank shall provide a sta

All information appearing on the Merchant Statement shall be deemed accurate and affirmed by Merchant unless Merchant objects by written notice delivered to Bank and ISO, which written notice specifies the particular itemIs) in dispute within 30 days of the date of the Merchant Statement. Merchant hereby irrevocably waives any right it may have to object to or dispute any information appearing on or fee charged on any Merchant Statement with respect to which it does not submit a written notice of dispute as described above within such 30-day period.

17. **RETENTION OF INFORMATION.**

Merchant shall retain the information required to be submitted in connection with a Transaction or to be maintained in connection with a complaint for seven years from the date of the Transaction or the complaint. At the request of Bank, Merchant shall provide such information to Bank or ISO, as directed by Bank, within five (5) days of receipt of a request from Bank. Failure to meet such time frame or non-delivery of any item or delivery of an illegible copy of an item requested by an Issuer shall, among other things, constitute a waiver by Merchant of any claims and may result in an irrevocable Chargeback for the full amount of the Transaction.

18. **RECOVERY OF CARDS.**

Merchant will use its best efforts to reasonably and peaceably recover and retain any Card with respect to which Merchant receives notification of cancellation, restrictions, theft or counterfeiting. This notice may be given: (i) electronically through the Equipment; (ii) by the Authorization Center through any means; or (iii) by listing on any canceled Card or restricted Card list. Merchant shall also take reasonable steps to recover a Card that it has reasonable grounds to believe is counterfeit, fraudulent or stolen.

19. **CUSTOMER COMPLAINTS.**

Merchant shall respond promptly to inquiries from Cardholders and shall attempt to resolve any disputes amicably. If unresolved disputes occur with a frequency unacceptable to Bank, Bank may terminate this Agreement. Bank reserves the right to charge Merchant reasonable fees and reimbursement on account of excessive Cardholder inquiries, refunds or Chargebacks. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice:

(a) The Cardholder’s name;
(b) The Card account number;
(c) The date and time the Cardholder asserted the claim or defense;

(d) The nature of the claim or defense; and
(e) The action that Merchant took in an attempt to resolve the dispute.

Upon request, Merchant shall furnish Bank with this information in writing within 10 days.

20. **CONFIDENTIALITY.**
Merchant shall treat all information received in connection with this Agreement as confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to ISO and to Issuers.

21. **COMPLIANCE WITH APPLICABLE LAW.**
a. General. Merchant represents and warrants that it has obtained all necessary regulatory approvals, certificates and licenses, and that it is in compliance with all Applicable Law, in connection with the operation of its business. Merchant represents and warrants that it understands the importance of complying with Applicable Law in connection with any and all actions it takes in connection with Transactions (including, without limitation, complying with requirements relating to Transaction information, storage and disclosure), and covenants at all times to comply in full with all Applicable Law, including, without limitation, all Rules relating to: (i) the use by Merchant of Card Brand-owned trademarks, logos, trade names and designations (collectively, "Card Brand Marks"); (ii
of Cards (which, in any event, must be limited to
policy adopted by Merchant to not discriminate among customers seeking to make purchases with a Card); (iii) risk management; (iv) transaction processing; and (iv) products, programs or services in which Merchant is required or elects to participate. Merchant further acknowledges and agrees that it is responsible for the actions of all of its emp employees. For the sake of clarity, and without otherwise limiting any other provision of this Agreement: (i) Merchant will terminate its use of all Card Brand Marks immediately upon termination of this Agreement, and will terminate its use of any relevant Card Brand Marks immediately upon the request of Bank or the relevant Card Brand; and (ii) Merchant acknowledges and agrees that it must not sell, purchase, provide, exchange or in any manner disclose Cardholder account or Transaction data, or personal information of or about a Cardholder to anyone other than Bank, the Card Brands, or in response to a valid government demand.
b. Data Security Rules. Without limiting the generality of the foregoing or any other provision of this Agreement, Merchant understands that it and all of its employees, agents, representatives and service providers must comply with the Rules, including without limitation, those relating to Cardholder information security issues, non-disclosure of Cardholder information and Transaction documents, retention and storage of Cardholder and Transaction information and other security procedures adopted by the Card Brands. Merchant hereby confirms its agreement to abide by and fully comply with (and cause its employees, agents, representatives and service providers to abide by and fully comply with) such Rules, and, when requested, demonstrate compliance with such Rules, including, without limitation, the Rules and procedures described below:
i. Visa Cardholder Information Security Program and Mastercard Site Data Protection Program. Visa and Mastercard have implemented programs to protect Cardholder data. The Visa Cardholder Information Security Program ("CISP") and Mastercard's "SDP" Program
to Merchant if Merchant processes or stores Cardholder data as a result of Internet or mail/telephone acceptance of Visa or Mastercard Card account information. A copy of the complete Visa Cardholder Information Security Standards manual and a Self-Assessment Worksheet can be obtained online at www.visa.com/cisp or from Bank, and a copy of the SDP provisions can be obtained from Bank. Visa and Mastercard may impose restrictions, fines, or prohibit Merchant from participating in Visa or Mastercard programs if it is determined that Merchant is non-compliant. Merchant may be required to comply with an audit to verify compliance with security procedures. The following list describes some of the current CISP and SDP program requirements, with all of which Merchant may be required to comply, if applicable to Merchant. (A) install and maintain a working network firewall to protect data accessible via the Internet; (B) keep security patches up-to-date; (C) encrypt stored data; (D) encrypt data sent across networks; (E) use and regularly update

anti-virus software; (F) restrict access to data by bu
each person with computer a -supplied defaults for system ; (H) don'
passwords and other security parameters; (I) track access to data by unique ID; (J) maintain a policy that addresses information security for employees and contractors; and (K) restrict physical access to Cardholder information. Merchant must also comply with the requirements of Section 10.3 of the Visa Rules in connection with suspected or confirmed losses, thefts, compromises of information, and fraud or laundering associated with information. Please also note that this is not intended to be a complete list, and Merchant remains solely responsible for understanding and complying in full with all of the applicable CISP and SDP requirements.

ii. Transaction Information. Merchant acknowledges that the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Transaction information to third parties is strictly prohibited by the Rules. Unless Merchant obtains consents from Bank, and each applicable Card Brand, issuing bank and Cardholder, Merchant must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Transaction (including without limitation, the names, addresses and Card account numbers of Cardholders, copies of imprinted sales drafts and/or credit records, mailing lists, tapes or other media obtained in connection with a sales draft and/or credit record) except for purposes of authorizing, completing and settling Transactions and resolving any Chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant shall use proper controls for, limit access to, and render unreadable prior to discarding all records containing Cardholder account numbers and Card imprints.

Merchant may not retain or store magnetic stripe data after a Transaction has been authorized. If Merchant stores any electronically captured signature of a Cardholder, Merchant may not reproduce such signature except upon the specific request of Bank. Merchant shall store all media containing Cardholder names, Cardholder account information, and other personal information, as well as Card imprints (such as sales drafts and credit records, auto rental agreements, and carbons) in an area limited to selected personnel and, prior to discarding any such information, destroy it in a manner that renders the data unreadable. Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, it will not sell, transfer or disclose any materials that contain Cardholder account numbers, personal information, or Transaction information to third parties, and shall return the information to Bank and provide acceptable proof of destruction to Bank.

22. **TAXES; FEES; FINES.**

Each party hereto shall report its income and pay its own taxes to any applicable jurisdiction If excise, sale or use taxes are imposed on Transactions, Merchant shall be responsible for the collection and payment thereof. Merchant shall not add any tax to any Transaction unless Applicable Law expressly provides that Merchant is permitted to impose a tax, and any such tax amount, if so allowed, shall be included in the Transaction amount and not collected separately. Bank or ISO shall be entitled to recover from Merchant any of said taxes paid by it on behalf of Merchant immediately after payment. If either Bank or ISO is required to pay any taxes, interests, fines or penalties owed by Merchant or imposed on Bank or ISO as a result of any action or inaction by Merchant, the amount of such taxes, interests, fines or penalties will become immediately due and payable by Merchant to Bank or ISO. Without limiting the generality of the foregoing, Merchant is solely responsible for, and will pay or reimburse to Bank and/or ISO any amount, fee, penalty, charge or surcharge imposed or charged by any Card Brand in connection with any action taken by Merchant or failed to have been taken by Merchant, including, by way of example and without limitation: (i) any fee or charge
imposed by any Card Brand for monito -compliance) Merchant c
and (ii) any fine imposed by any Card Brand in con
on debit transactions.

23. **LIMITATION OF LIABILITY.**

In addition to all other limitations on the liability of Bank and ISO contained in this Agreement,
neither Bank nor ISO shall be liable to Merchant o

of the following:
(a) Any loss or liability resulting from the denia
any Card or any attempt to do so;
(b) Any loss caused by a Transaction downgrade resulting from defective or faulty Equipment, even if such Equipment is owned by Bank or ISO;
(c) The unavailability of Services caused by the termination of contracts with computer hardware vendors, processors or installers, whether terminated by Bank, ISO or any other person for any reason; or
(d) Interruption or termination of any Services caused by any reason except for failure of ISO to repair or replace Equipment at Merchant's expense
the sole account of ISO). At no time will ISO's lia amount of fees collected or
reasonably expected to be collected from Merchant for this delay period.

**NEITHER BANK NOR ISO SHALL BE LIABLE FOR ANY LOST PROFITS, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO MERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES TO BE PERFORMED BY BANK OR ISO PURSUANT TO THIS AGREEMENT. MERCHANT ACKNOWLEDGES THAT BANK HAS PROVIDED NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT AND THAT BANK HAS NO LIABILITY WITH RESPECT TO ANY EQUIPMENT. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES IT PROVIDES HEREUNDER. IF THERE ARE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S OR ISO'S PERFORMANCE OR ANY FAILURE
AND ISO'S LIABILITY SHALL BE LIMITED TO CORRECTING
REASONABLE.**

24. **LIMITATION ON DAMAGES.**
In no case shall Merchant be entitled to recover damages from ISO or Bank that exceed the fees retained by Bank and ISO pursuant to this Agreement during the six month period immediately prior to the event giving rise to the claim for damages.

25. **INDEMNIFICATION.**
Merchant agrees to indemnify and hold Bank and ISO harmless from any and all losses, claims,
damages, liabilities and expenses, including attor
an employee of Bank or Ba ISO) arising out of any of the following: ISO or a
(a) Merchant's failure to comply with this Agreeme
result of any breach by Merchant;
(b) Any act or omission of Merchant;
(c) Merchant's failure to comply with Equipment user's guide;
(d) Merchant's failure to comply with any Applicab
(e) Any dispute concerning the quality, condition or delivery of any merchandise or the quality of performance of any service;
(f) The fraud or dishonesty of Merchant or Merchan
and/or assigns;
(g) Merchant's selection of an Internet service pro
provider;
(h) The theft of or damage or destruction to any Equipment; or
(i) Full Recourse Transactions, unauthorized Transactions and prohibited Transactions.

26. **CREDIT INVESTIGATION AND BANK AUDITING.**
Bank may audit, from time to time, Merchant's comp
Merchant shall provide all information requested b
authorizes parties contacted by Bank to release the credit information requested by Bank, and

Merchant agrees to provide a separate authorization for release of credit information, if requested by Bank. Merchant shall deliver to Bank such information as Bank may reasonably request from time to time, including without limitation, financial statements and information pertaining
financial condition. Such information shall be true, complete and accurate. Without limiting the generality of the foregoing, Merchant shall provide to Bank and ISO its balance sheet and income statements not less frequently than every three calendar months during the term of this Agreement.

27. **TERMINATION OF AGREEMENT BY BANK.**
Bank may terminate this Agreement upon at least 30
In addition, Bank may terminate this Agreement immediately upon written notice to Merchant upon
the occurrence of any of the following (each, an “
(a) Any information concerning Merchant obtained by
discretion.
(b) Any act of fraud or dishonesty is committed by Merchant, its employees or agents, or Bank believes in good faith that Merchant, its employees or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation.
(c) Chargebacks are excessive, in the opinion of Bank or a Monthly Chargeback Violation has occurred for five consecutive calendar months.
(d) There is a breach of any representation or warranty made by Merchant to Bank, or Merchant defaults in the performance of any of its obligations under this Agreement.
(e) A petition under any bankruptcy or insolvency law is filed by or against Merchant.
(f) Bank determines that the continuation of this Agreement may create harm or the loss of goodwill to Bank or any Card Brand.
(g) Merchant fails to maintain sufficient funds in the Operating Account to cover the amounts due to Bank hereunder.
(h) Merchant’s percentage of error Transactions or
Bank.
(i) Any insurance policy obtained by Bank, ISO or Merchant relating to Transactions and/or Chargebacks is cancelled or terminated for any reason.
(j) Merchant fails to provide financial statements suitable to Bank on request.
(k) ISO does not or cannot perform its duties under this Agreement and Bank determines that it is not feasible to provide the Services contemplated by this Agreement to Merchant. Bank is not obligated to provide replacement Services if ISO does not or cannot perform.
(l) Any Card Brand requests or demands that this Agreement be terminated.

Bank may selectively terminate one or more of Merc
this entire Agreement.

Bank will exercise its right to terminate this Agreement following any Event of Default by providing written notice to Merchant (with a copy to ISO), which written notice will, at a minimum: (i) describe the Event of Default that has occurred and is the basis of Bank’s termination of
(ii) indicate the effective date of such termination (which may be immediately upon receipt of such notice by Merchant).

In the event of any termination of this Agreement, all obligations of Merchant incurred or existing under this Agreement prior to termination shall su
respect to any Transaction shall be deemed incurred and existing on the date of such Transaction.

In the event Bank terminates this Agreement following any Event of Default, Merchant: (i) agrees that Bank may place Merchant on each Card Brand’s “Term
serving a similar purpose); (ii) agrees to indemnify and hold Bank and ISO harmless from and against any and all costs, expenses and liabilities incurred by Bank and/or ISO in connection with or arising out of such Event of Default; and (iii) agrees to p
Termination Payment”) to be determined as described below.

damages suffered by Bank as a result of such termination would be extremely difficult to calculate with precision. For that reason, the parties hereto agree that the liquidated damages should be computed as set forth above. The Early Termination Payment will be calculated as follows:

(i) if, as a result of the location, size and natu
under which this Agreement is terminated, this Agreement is subject to Subtitle 14-Credit Card Processors of the Commercial Law of Maryland, the Early Termination Payment will be the amount of $500.00; and

(ii) in all other cases, and regardless of when the termination occurs, by [computing the projected gross dollar volume of Transactions that would have been processed by Bank on behalf of Merchant during the remainder of the term of this Agreement (had it not been so terminated) and multiplying that number by 1%].

Following any bankruptcy filing against or by Merchant, Bank reserves the right to suspend or discontinue the provision of Services. Merchant must notify Bank in writing no later than five (5) days following any bankruptcy filing by or against Merchant.

Credits to the Operating Account and other payments to Merchant are provisional.

The parties acknowledge and agree that Bank is extending financial accommodations to Merchant within the meaning of 11 U.S.C.365 (c) (2) of the Bankruptcy Code as amended from time to time. The right of Merchant to receive any amounts due or to become due from Bank is expressly subject and subordinate to the Chargebacks , recoupment, setoff, lien, and/or security interest rights that are being applied to claims that are liquidated, unliquidated, fixed contingent, matured or unmatured.

28. **TERMINATION OF AGREEMENT BY MERCHANT.**
Merchant may terminate this Agreement upon at leas
parties if Bank amends Schedule A pursuant to Section 31 to increase the rates, fees or charges Merchant pays hereunder, except for fees or rates that result from a pass through from a Card Brand.

29. **SETOFF.**
In addition to any other legal or equitable remedy available to it in accordance with this Agreement or by law, Bank and ISO may set off any amounts due to it against any property of Merchant in its possession or under its control.

30. **EXCLUSIVITY.**
Merchant shall submit all Transactions made during the term hereof solely to Bank for processing. If Merchant fails to comply with this provision, Merchant agrees to pay Bank, within 10 days of the date of non-compliance, a liquidated damages sum to be determined by computing the projected gross dollar volume of Transactions processed by Bank on behalf of the Merchant for the remainder of the term hereof and multiplying that number by 1%. Merchant and Bank agree that the damages suffered by Bank as a result of such non-compliance would be extremely difficult to calculate with precision. For that reason, the parties hereto agree that the liquidated damages should be computed as set forth above. Any exceptions to this exclusive arrangement must be approved by Bank and ISO in advance in writing.

31. **AMENDMENTS TO THIS AGREEMENT.**
From time to time Bank or ISO may amend this Agreement as follows:
(a) Bank or ISO may amend or delete Cards or Services listed in Schedule A by notifying Merchant in writing of any such amendment. All provisions of this Agreement shall apply to Cards or Services added to this Agreement. Bank shall notify Merchant of the fees to be charged for processing the additional Cards and Services. Acceptance by Merchant of a new approved Card as payment for a Transaction or use of a new Service after Bank has sent Merchant notice of an amendment shall

constitute Merchant's agreement to the amendment a
additions.
(b) From time to time, Bank may change all rates, fees and charges set forth on Schedule A. Bank will provide written notice to Merchant of all such amendments. Bank may change the rates, fees and charges without prior written notice if Merchant's the average Transaction amount does
not meet Merchant's projections contained in the Me
Agreement is attached or if the risk factors associated with processing Transactions increase. If notice is required, Bank will give written notice on the Merchant Statement. All new rates, fees and charges will become effective for the month immediately following the month in which the notice appeared on the Merchant Statement unless Merchant terminates this Agreement in accordance with Section 28.
(c) Bank may amend this Agreement in any manner other than as described in Section 31(a) or 31(b) above simply by providing written notice of such amendment to Merchant, and such amendment shall become effective on the latter of: (i) the date on which such written notice is received by Merchant; or (ii) a date specified by Bank in such written notice.

32. **ASSIGNMENT.**
This Agreement may not be assigned by Merchant or ISO without the prior written consent of Bank. Bank may assign this Agreement without limitation. Assignment of this Agreement by Bank shall relieve Bank of any further obligations under this Agreement.

33. **FINANCIAL ACCOMMODATIONS.**
Bank, ISO and Merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

34. **WAIVER.**
To the extent that Merchant becomes a debtor under any chapter of title 11 of the United States Code and such event does not result in the termination of this Agreement, Merchant hereby unconditionally and absolutely waives any right or ability that Merchant may otherwise have had to oppose, defend against or otherwise challenge any motion filed by Bank for relief from the automatic stay of 11 U.S.C. § 362(a) to enforce any of Bank's

35. **COOPERATION.**
In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the transactions contemplated hereby. Merchant covenants and agrees that, if it is undergoing forensic investigation at the time this Agreement is signed, Merchant will fully cooperate with the investigation until it is completed.

36. **ENTIRE AGREEMENT.**
This Agreement, together with the Schedules attached hereto, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party (or by any officer or officers of any party) relating to the matters covered herein and constitutes the entire agreement of the parties hereto.

37. **SEVERABILITY.**
If any provisions of this Agreement shall be held, or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections herein contained shall not affect the remaining portions of this Agreement or any part hereof.

38. **NOTICES.**
Except for notices provided by Bank to Merchant on the Merchant Statement, all notices, requests,

demands or other instruments which may or are required to be given by any party hereunder shall be in writing and each shall be deemed to have been properly given when: (i) served personally on an officer of the party to whom such notice is to be given, (ii) upon expiration of a period of three (3) business days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt, or (iii) upon delivery by a nationally recognized overnight delivery service, addressed as follows:

If to BANK:

If to ISO:

If to MERCHANT:

Address listed on the application to which this Agreement is attached.

Any party may change the address to which subsequent notices are to be sent by notice to the others given as aforesaid.

39. **GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to internal principles of conflict of laws, and federal law.

40. **CAPTIONS.**

Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

41. **NO WAIVER.**

Any delay, waiver or omission by Bank to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other terms, provisions or covenants on the part of the other party. All remedies afforded by this Agreement for a breach hereof shall be cumulative.

42. **FORCE MAJEURE.**

The parties shall be excused from performing any of their respective obligations under this Agreement which are prevented or delayed by any occurrence not within their respective control including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, riots or any regulation, rule, law, ordinance or order of any federal, state or local government authority.

43. **BANK/ISO RELATIONSHIP.**

For purposes of this Agreement and performance of this Agreement by ISO, Merchant acknowledges that: (i) ISO is the exclusive agent of Bank; (ii)
performance; and (iii) Bank must approve, in advance, any fee payable to or in connection with any obligation of Merchant arising from or related to performance of this Agreement.

44. **LIMITED ACCEPTANCE.**

Visa Rules allow Merchant to become a Limited Accep
Services. A “Limited Acceptance Merchant,” as defi
not both, of the following:

- Visa Credit and Business Category Cards
- Visa Debit Category Cards

Merchant has elected to become a Limited Acceptance Merchant by choosing to accept ONLY (please mark the applicable card category below):

Visa Credit and Business Category Cards
Visa Debit Category Cards

Merchant's failure to select one of the Limited Ac
elected to accept BOTH Visa Credit and Business Category Cards and Visa Debit Category Cards.

If Merchant elects to be a Limited Acceptance Merchant, Merchant must properly display the Visa-approved signage that represents the Limited Acceptance Category that Merchant has selected above.

45. **SPECIAL MERCHANT CATEGORIES.**

(a) If Merchant is a Health Care Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (the "Visa Core Rules")), Merchant a
provisions of Section 5.9.12 of the Visa Core Rules.

(b)If Merchant is a T&E Merchant (as defined by the Visa Core Rules), Merchant acknowledges that it must comply with all of the provisions of the Visa Core Rules relating to T&E Merchants, including Sections 5.9.6, 5.10.4.1, 7.3.12, and 11.1.3.2. Merchant further agrees that, if it is an International Airline Program Merchant (as defined by the Visa Core Rules), the terms of the attached International Airline Program Merchant Addendum apply.

(c) If Merchant receives BIN information from Bank, Merchant agrees that: (i) such information may be used solely for purposes of identifying Visa card product types at the point of sale; (ii) Merchant may not, and will not, disclose such information to any third party; and (iii) Merchant will treat such information as proprietary and confidential information belonging to Visa and with the same degree and case as information labeled "Visa Confidential

(d) If Merchant is an Electronic Commerce Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (2014)—the "VCR"), the following terms app
requirement indicate whether the requirement is located in the VCR or the Visa Acquirer Risk Program Standards Guide (2010) (VPSG); capitalized terms that are not otherwise defined in this Agreement are used as defined in the VCR):

i. Merchant must display its consumer data privacy policy on its website. (VPSG)
ii. Merchant must display the security method it uses for the transmission of payment data on its website. (VPSG)
iii. Merchant must offer Cardholders a secure transaction method and a data protection method, such as Secure Sockets Layer (SSL), 3-D Secure and/or Verified by Visa. (VPSG; VCR Section 1.5.6.2)
iv. For Non-Secure Transactions and Non-Authenticated Security Transactions, Merchant must attempt to obtain a Visa Card expiration date and submit it as part of the Authorization Request. (VCR Section 5.8.4.1)
v. Merchant's website must contain all of the foll
(A) Customer service contact, including email address or telephone number.
(B) The address, including the country, of Merchan
(1) On the same screen view as the checkout screen used to present the final Transaction amount; or
(2) Within the sequence of web pages the Cardholder accesses during the checkout process.
(C) Policy for delivery of multiple shipments.
(D) Security capabilities and policy for transmission of payment card details.
(E) In addition, on an Online Gambling Merchant's
(1) The statement "Internet gambling may be illega
you are not authorized to use your payment card to
(2) A statement of the Cardholder's responsibility
the Cardholder's country;
(3) A statement prohibiting the participation of minors;
(4) A complete description of the rules of play, cancellation policies, and pay-out policies;
(5) A statement recommending that the Cardholder retain a copy of Transaction records and

Merchant policies and rules; and
(6) An Acquirer numeric identifier specified by Visa.
(VCR Section 5.9.3.1)
vi. Merchant must not display the full Account Number to the Cardholder online. (VCR Section 5.9.3.2)
vii. If Merchant is a Verified by Visa Merchant, Merchant acknowledges that its Electronic Commerce Transactions are not eligible for Chargeback protection from Chargeback reason codes 75 (Transaction Not Recognized) and 83 (Fraud-Card-Absent Environment) if either:
(A) The Merchant is classified with one of the following MCCs:
(1) MCC 4829 (Wire Transfer Money Orders);
(2) MCC 5967 (Direct Marketing –Inbound Teleservices Merchant);
(3) MCC 6051 (Non-Financial Institutions –Foreign Currency, Money Orders [not Wire Transfer], Travelers' Cheques); or
(4) MCC 7995 (Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks); or
(B) Merchant has been identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online. Merchant remains ineligible while it is in either program, and for an additional 4 months after exiting the program. This condition also applies if Merchant enabled Verified by Visa while identified in either program. (VCR Section 5.9.3.5)
viii. Merchant must include the following in its transaction receipts:
(A) Customer service contact;
(B) Merchant country; and
(C) Conditions of sale, including return and cancellation policy.
(VCR Section 5.10.3.3)
ix. In an Authorization Request, Merchant must not transmit Authentication Data specific to one Transaction with another Transaction, except when either:
(A) 2 Transactions are related due to delayed delivery; or
(B) All items of an order cannot be shipped at the same time.
(VCR Section 10.15.3.2)

(e) If Merchant limits its acceptance of returned merchandise or is an Electronic Commerce Merchant, Merchant must ensure that its return policies are clearly indicated to a Cardholder on the Transaction Receipt or on Merchant's website, as f tion 5.4.2.4)

Location	Required Disclosure
Transaction Receipt (all copies, near the Cardholder signature area or in an area easily seen by the Cardholder)	• •
	-ycC

Website (on checkout screen or in sequence of web pages before final checkout)	button or checkbox

46. **PARTICIPATION IN THE AMERICAN EXPRESS OPTBLUE® PROGRAM**

By checking the "Accept" checkbox next to AMERICAN
Merchant has elected to participate in the America
Card Acceptance"). The following' stepramstiacnidpactoimodhitiinc
American Express Card Acceptance.

(a) The definition of "Card Brand(s)" is changed t
"Card Brand(s)" means VISA U.S.A., Inc. ("Visa"), M
(""Mastercard"), DiLsLcCov(e"rD iFsicnoavnecrifa"l) SaenrdvAimcerse ican E
Services Company, Inc. ("American Express").

(b) The definition of "Card(s)" is changed to read
"Card(s)" means either a Visa, Mastercard, Discove
other similar card that requires a PIN for identification purposes), or pre-paid, stored-value or gift card.

(c) The definition of "Issuer" is changed to read a
"Issuer" means American Express or contractual member of a Ca
relationship with a Cardholder for the issuance of one or more Cards

(d) Merchant authorizes Bank and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express on behalf of Merchant.

(e) Merchant agrees that Bank may disclose to American Express information regarding Merchant and Transactions to American Express, and that American Express may use such information: (i) to perform its responsibilities in connection with American Express Card Acceptance; (ii) to promote American Express and the American Express network; (iii) to perform analytics and create reports; and (iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card Acceptance, and important transactional or relationship communications from American Express. American Express may use the information about Merchant obtained in this Agreement at the time of setup to screen and/or monitor Merchant in connection with American Express marketing and administrative purposes. Merchant agrees it may receive messages from American Express, including important information about American Express products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of Merchant. Merchant may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or pre
that it may be sent fax communications.

(f) **Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO; however, Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.**

(g) Merchant acknowledges that it may be converted from American Express Card Acceptance to a direct relationship with American Express if and when its American Express-related Transaction volumes exceed the eligibility thresholds for American Express Card Acceptance. If this occurs, upon such conversion: (i) Merchant will be bound by Ame current Card Acceptance
Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.

(h) Merchant will not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express-related Transaction receivables to Bank, its affiliated entities and/or any other cash advance funding source that partners with Bank or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Bank prohibits Merchant from selling or assigning future American

Express-related Transaction receivables to any third party.
(i) Notwithstanding anything in this Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card Acceptance to enforce such terms against Merchant.
(j) By contacting Bank or ISO, Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept other Cards.
(k) Bank and ISO have the right to terminate Merchant's partic
Acceptance immediately upon written notice to Merchant: (i) if Merchant breaches any of the provisions of this Section 46 or any other terms of this Agreement applicable to American Express Card Acceptance; or (ii) for cause or fraudulent o
request. In the event Merchant's participation in A
any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are disp
(l) Merchant's refund policy for American Express-related Transactions must be at least as favorable as its refund policy for purchase with any other Card, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Applicable Law. Merchant may not bill or attempt to collect from any cardholder for any American Express-related Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
(m) Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by this Agreement, the MOG (as that term is defined below or Applicable Law) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and
Agreement.
(n) Merchant or American Express may elect to resolve any claim against each other, or against Bank or ISO with respect to American Express-related Transactions, by individual, binding arbitration, decided by a neutral arbitrator, in accordance with the MOG.
(o) Merchant will comply in full with American Exp
may be amended from time to time) (the "MOG"). The
at www.americanexpress.com/merchantopguide. For the sake of clarity, the
includes the MOG. Provisions required by the MOG to be included in this Agreement are incorporated into this Agreement in full by this reference.
(p) American Express has the right to modify the terms of this Section 46 and any other provision of this Agreement that relates to American Express Ca
acceptance of American Express-related Transactions and to require an investigation o
activities with respect to American Express-related transactions.
(q) In addition to the obligations undertaken by Merchant in Section 21, above, Merchant must comply in full with the American Express Data Security Requirements (DSR). A copy of the American Express Data Security Requirements can be obtained online at www.americanexpress.com/dsr. Merchant will abide by and fully comply with applicable American Express requirements, including, without limitation, the requirement to report all instances of a Data Incident (as that term is defined in the MOG) immediately to Bank after discovery of the incident.
(r) Merchant must ensure data quality and that Transaction Data and customer information is processed promptly, accurately and completely, and complies with the American Express Technical Specifications (as those terms are defined in the MOG).
(s) Merchant acknowledges and agrees that Merchant is responsible for being aware of and adhering to privacy and data protection laws and must provide specific and adequate disclosures to Cardholders of Merchant's collection, use and proce data.

47. **PARTICIPATION IN PAYPAL IN-STORE CHECKOUT**

Unless Merchant otherwise specifically indicates to Bank that Merchant does not wish to accept any PayPal Payment Method as a method of payment for g
the following terms and provisions will apply. If Merchant elects American Express Card Acceptance

and does not opt out of the application of this Section 47, the application of Section 46 and this Section 47 will be deemed to be cumulative and not in the alternative.

(a) Merchant acknowledges and agrees that all of its actions associated with the acceptance by Merchant of a PayPal Method as the method of payment for goods or services at a point of sale, and in connection with processing any sale, credit, chargeback, representment, reversal or correction or settlement activity associated with any such transaction is subject to the terms and conditions of the Program Documents, as that term is defined in the PayPal Operating Regulations for In-Store Checkout (as the same may be amended or replaced f
Regulations”) Merchant will comply in full, at all times, will all relevant provisions of the Program Documents, a copy of which Merchant acknowledges and agrees it has received and reviewed. Capitalized and italicized terms used in this Section 47 that are not otherwise defined are used as defined in the PayPal Operating Regulations.

(b) The definition of “Card(s)”, as used throughou
“Card(s)” means any of the following: (i) a Visa, M
other similar card that requires a PIN for identification purposes), or pre-paid, stored-value or gift card; and (ii) any PayPal Payment Method.

(c) The definition of “Issuer”, as used throughout
“Issuer” means a member of a Card Brand that enters i
Cardholder for the issuance of one or more Cards a
PayPal Payment Method.

(d) Merchant will comply in full with the Program Documents in connection with all of its activities associated with PayPal Acceptance and associated Transaction processing and Settlement of Transactions.

(e) Merchant acknowledges and agrees that Acquirer may disclose Transaction Data and Merchant information to PayPal, regulatory authorities and other entities to which PayPal is required to provide such information for the purposes deemed necessary and related to performing Transactions or to comply with Applicable Law, including, by way of example and without limitation:

(i) Detailed information about the Transactions conducted by Merchant, including Transaction Data required by the Program Documents, to be delivered to PayPal in connection with Authorization Requests, Transaction Data, and Dispute responses;

(ii) Merchant information and detail about the transactions accepted by Merchant, including the Merchant Category Code assigned by Bank to Merchant;

(iii) Collective and detailed information about Me
information reasonably required by PayPal during any investigation of Merchant;

(iv) Information regarding the aggregate number, type, and kind of Transactions accepted by Merchant, in the Authorized Jurisdiction; and

(v) Business and registration information provided by Merchant and/or its principals in connection with any application submitted by Merchant to Bank.

(f) Merchant acknowledges and agrees that each of the following is strictly and expressly prohibited:

(i) Any use, storage, or disclosure by Merchant of
Account Holder Data or Transaction Data, other than as necessary to complete a Transaction.

(ii) The retention or storage of PayPal Account Numbers, Track Data or Transaction Data.

(iii) Any use of any PayPal Account Holder’s personal information
purposes without explicit consent from the PayPal Account Holder.

(g) Bank may terminate Merchant’s PayPal Acceptanc
set forth in the PayPal Operating Regulations or for any violation by Merchant of the terms that Bank is required to enforce against Merchant in the PayPal Operating Regulations. PayPal may directly contact Merchant if Merchant is terminated by Bank for any reason, including investigating compliance by Merchant with the Security Requirements set forth in Section 13 of the PayPal Operating Regulations.

(h) “PayPal Marks” mean the brands, emblems, trader
Acceptance. The PayPal Marks are described in Appendix A of the PayPal Operating Regulations. Merchant may use the PayPal Marks only to promote PayPal products, offers, services, processing and/or acceptance. Merchant use of the PayPal Marks is restricted to the display of decals, signage, advertising, and marketing materials provided or approved by PayPal in writing pursuant to the

process set forth in the PayPal Operating Regulations. Merchant shall not use the PayPal Marks in such a way that PayPal Account Holders could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request Approval To Enter Into An Agreement With SDC MD, PLLC For Local Medical Director Contracted Services

The Pamlico County Clinical Services Director respectfully requests the Pamlico County Board of Commissioners to approve a contract agreement with SDC MD LLC (Dr. Stephanie Carperos) to act as the local Medial Director for the Pamlico County Health Department. The Local Medical Director will provide medical consultation, policy review, quality improvement support, and ensure compliance with the applicable federal and state laws, regulations, and professional standards. This position is required by state law for medical oversight to support the delivery of safe, high-quality public health and primary care services.

Please see the memorandum of request and the contract for services for your review and consideration.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

SEAL OF PAMLICO COUNTY NORTH CAROLINA

COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

TO: Mark Brewington, County Manager

FROM: Lynn Hardison, Clinical Services Director

RE: Request for Approval to Enter into an Agreement with SDC MD, PLLC for local Medical Director

TKŜ /ƒƛƴƛŎłƒ SŜNJǿƛŎŜă DƛNJŜŎűƨNJ NJŜăLJŜŎùdzƒƒè NJŜljdzŜă
Bƨ łNJŘ NJŜǾƛŜ agreement with SDC MD PLLC (Dr. Stephanie Carperos) for a local Medical
Director. This contract will provide the medical oversight and clinical leadership required for the Pamlico
County Health Department clinicΦ TKŜăŜ YłűŜNJƛłƒă łNJŜ ădzbYƛğŜŘ Ŧ ƨNJ ű
Ŏƨƴăƛ ŘŜNJłəƨƴΣ łƴŘ ƛű ƛă NJŜljdzŜăűŜŘ űKłű űKŜ łğłŎKŜ

TKŜ [ƨŎłƒ MŜŘƛŎłƒ DƛNJŜŎűƨNJ ǿƛƒƒ LJNJƨǾƛŘŜ YŜŘƛŎłƒ Ŏ
ădzLJLJƨNJűΣ łƴŘ ŜƴădzNJŜ ŎƨYLJƒƛłƴŎŜ ǿƛűK łLJLJƒƛŎłbƒŜ ŦŜ
standards. The agreement Ŝăűłbƒƛă KŜă űKŜ NJŜăLJƨƴăƛbƛƒƛəŜăΣ ăŎƨLJŜ
ƴŜŎŜăăłNJè űƨ Ŧdzƒ Ŭƒƒ űKŜ al guidance űdzűƨNJè NJŜljdzƛNJŜYŜƴűă Ŧƨ

Approval of this contract will ensure the Health Department maintains the required medical oversight to support the delivery of safe, high-quality public health and primary care services.

Pamlico County Health Department

203 North Street
PO Box 306
Bayboro, NC 28515
Tel: (252) 745-5111 Fax: (252) 497-3386

Contract Agreement between Pamlico County Health Department ("PCHD") and

SDC MD, PLLC (Stephanie Carperos, MD) for the Provision of Medical Director Services

Through this agreement:

A. The Pamlico County Health Department seeks to ensure adequate medical direction in accordance with state law and in furtherance of sound professional public health service delivery. Pamlico County Board of Health has appointed Stephanie Carperos, MD, as a licensed physician for the practice of medicine in North Carolina, to serve as Medical Director for Community Health Services.

1. Obligations of Physician: Dr. Stephanie Carperos agrees that as the Medical Director for Pamlico County Health Department. The Medical Director shall provide and satisfy the services and obligations to PCHD as described in section B herein. The role of Medical Director as described in this Agreement shall be strictly that of a consultant; therefore, Dr. Stephanie Carperos shall advise on decisions to implement programs, recommendations and/or policies relating to PCHD's clinical programs. Dr. Stephanie Carperos makes no warranties, implied or expressed, as to the financial or operational performance or viability of any service, program, or initiative that PCHD undertakes resulting from the material produced or contemplated by Dr. Stephanie Carperos and/or Medical Director under this Agreement.

2. Dr. Stephanie Carperos represents that she currently holds, and shall maintain, without restriction during the term of this Agreement, a license to practice medicine in the State of North Carolina. Dr. Stephanie Carperos agrees that, as the Medical Director shall at all times perform her obligations under this Agreement in accordance with applicable Pamlico County Health Department and medical staff policies, procedures, bylaws and regulations, applicable Federal and State laws, and the standards of the Joint Commission on Accreditation of Healthcare Organizations or any other relevant accrediting agency.

3. In the event that the Medical Director ceases to be associated with or otherwise becomes unable to provide medical directorship services to PCHD within the terms of this Agreement as an independent contractor, the parties agree that Dr. Stephanie Carperos shall have the opportunity, within a reasonable period of time not to exceed thirty (30) days, to end this contract.

B. Duties of the Medical Director: The Medical Director, in accordance with state and federal laws and regulations, shall be held accountable:

1. Provide the overall medical component of the patient care programs by approving, with signature, all medical policies, procedures, and standing orders adopted by the local health department for public health programs and services.

2. Consult with local health department staff in the resolution of unanticipated patient management problems as they arise. The point of contact will be the Clinical Services Director (CSD).

3. Suggest and approve procedures and equipment for the handling of medical emergencies.

4. Ensure, through consultation and review, that the quality of medical services provided by a local health department meets current medical standards of care.

5. Provide all other medical supervision required by public health laws and local health department programs not otherwise provided by a licensed physician associated with the local health department (e.g., contracted MD/DO).

6. Meet with contracted Advanced Practice Providers (APP) as required by the North Carolina Medical Board. Contracted APP's will schedule monthly meetings for the first six (6) months of employment and once every six months thereafter. The APP will provide copies of agendas and notes of meetings signed by the APP and Medical Director. Copies will be provided to the supervising physician and the Clinical Services Director for review. The Clinical Services Director will provide copies to Human Resources to be maintained in the APP's personnel file for auditing review. Communication may include email, telephone calls, virtual meetings, or in-person.

7. Meet with the Clinical Services Director at least quarterly to discuss updates and changes in programs and services. May meet more frequently as needed. The Clinical Services Director will schedule the quarterly meetings and provide copies of the agendas and notes of meetings to the Medical Director. The Clinical Services Director will provide copies to Human Resources to be maintained in the Medical Director's personnel file for auditing review.

8. Serve as technical consultant, as needed, for laboratory services.

9. Serve as medical consultant to the Consolidated Health and Human Services Board, Advisory Board of Health, Health and Human Services Director, or Clinical Services Director, by offering their expertise to assess and interpret the medical aspects of public health programs.

10. Review electronic medical records (EMR) within 48 hours to ensure standing orders and consulting/supervising physician documentation are accurate and complete, with an acknowledgment signature.

11. Provide proof of licensure to ensure that the requirements of the North Carolina Medical Board have been met and the scope of practice is appropriate to the agency's practice and program-specific requirements (e.g., medical license, DEA, National Provider Identifier, CAQH, etc.) for initial licensure and renewals.

12. Participate in required annual training as prescribed by the agency and public health program-specific mandates. The provider will provide copies of certificates and/or proof of learning by the designated deadlines to the Clinical Services Director.

13. Must be accessible and respond to APP, Clinical Services Director, or program lead nurses within 24 hours or sooner, depending on the nature of the need. Critical communication must be returned within a reasonable amount of time and not to exceed eight (8) hours from the initial notification. Standing orders will be followed for all emergency care.

14. Responsible for setting personal reminders to meet deadlines set forth by program-specific and local health department regulatory reporting needs.

15. Will provide "on call" services to assess symptomatic clients as directed by State and Federal Communicable Disease program requirements.

16. To ensure coverage during periods of absence. The Medical Director shall notify the Clinical Services Director of any anticipated unavailability within thirty-six (36) hours of the anticipated absence. The Clinical Services Director shall coordinate appropriate medical coverage during periods of absence and agrees to provide or arrange for mutually acceptable coverage to ensure continuity of care.

17. Public Health is a first responder agency for natural disasters (e.g., hurricanes, tornadoes, floods, winter storms, etc.), naturally occurring infectious disease outbreaks (e.g., influenza), technological hazards (e.g., hazardous materials releases, critical infrastructure disruptions), and terrorist incidents. The Medical Director, like all other positions in the agency, may be required to participate in any emergency response activities as deemed necessary by the Health and Human Services Director or designee.

18. Participate in an annual appraisal of job performance.

C. Compensation for Services: Pamlico County Health Department shall be responsible for payment to the Medical Director, Dr. Stephanie Carperos, a total of $1,000.00 per month (for a minimum of 5.72 hours per month).

1. It will be required for the Medical Director to record documentation for the services provided on Exhibits A and B for PCHD to comply with Federal and state grant reporting requirements. The Medical Director must demonstrate fulfillment of the Medical Director's obligations hereunder. Medical Director shall maintain and, within fifteen (15) days of the end of such month, submit documentation satisfactory to PCHD, which evidences and describes the duties and tasks, and corresponding number of hours (the "Actual Monthly Hours") performed by Medical Director pursuant to this Agreement during the month for which compensation is to be paid. Such documentation shall be submitted in substantially the form attached hereto as Exhibits A and B and incorporated herein by reference. PCHD shall compensate Dr. Stephanie Carperos by the last Friday of the month upon receipt of such documentation by no later than the fifteenth (15th) day after the end of such month. Dr. Stephanie Carperos is responsible for ensuring the completion of the documentation of duties and tasks.

2. In the event that Physician routinely does not perform the expected duties required by the terms of this Agreement, then PCHD shall have the right to terminate this Agreement upon ten (10) days' prior written notice.

3. Each party acknowledges that it understands the nature and requirements of this Agreement.

D. Insurance:

1. Pamlico County Health Department shall obtain and maintain in force throughout the term of this Agreement insurance with a minimum coverage of Two Million Dollars ($2,000,000.00) per individual occurrence and Five Million Dollars ($5,000,000.00) in the aggregate covering the Medical Director for services that the Medical Director is providing under this Agreement, other than clinical services provided by the Medical Director. The insurance coverage required under the prior sentence shall be primary coverage with respect to any liability or expense resulting from medical directorship services provided under this Agreement, meaning that such coverage must be exhausted before Dr. Stephanie Carperos's insurance coverage (or any other financial resources of Dr. Stephanie Carperos) may apply as a secondary source of coverage for that liability or expense. Upon request, Pamlico County Health Department shall provide Dr. Stephanie Carperos with a certificate evidencing such coverage.

2. PCHD shall obtain and maintain in force throughout the term of this Agreement professional liability insurance with a minimum coverage of Two Million Dollars ($2,000,000.00) per individual occurrence

and Five Million Dollars ($5,000,000.00) in the aggregate for clinical services provided by the Medical Director. Such insurance shall be with an insurance company acceptable to PCHD with coverage which is in accordance with any applicable laws of the State of North Carolina. Upon request, PCHD shall provide Dr. Stephanie Carperos with a certificate evidencing such coverage.

E. Indemnification: Each party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other party (as the "Indemnified Party") and its directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party by a third party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission of the Indemnifying Party or its directors, officers, employees or agents in connection with this Agreement. The sole source for satisfaction of any indemnification obligation of Dr. Stephanie Carperos for services provided under this Agreement shall be the proceeds of insurance coverage procured by PCHD under the insurance provisions of Section D above. The indemnification obligations of this Section shall survive termination of this Agreement. Dr. Stephanie Carperos and PCHD shall promptly inform the other party in writing of any such claims resulting from services provided in connection with this Agreement that it believes to be covered by the indemnification obligations of this Section, and the indemnifying party may elect to assume responsibility for the defense of such a claim suit or action resulting from this Agreement. The indemnified party shall assist the indemnifying party in investigating such claims

F. Employment Indemnification: Dr. Stephanie Carperos agrees to indemnify PCHD and its respective affiliates, trustees, directors, employees and agents, from and against any Losses arising out of or in connection with any failure by Dr. Stephanie Carperos to withhold or pay any income, Social Security, payroll or other taxes related to Physician and Physician's services hereunder.

G. Record Keeping Requirements: Dr. Stephanie Carperos agrees to provide PCHD with information and documentation which PCHD may require from time to time to secure reimbursement from Federal or state agencies, intermediaries, carriers or other third-party payors, or patients for any services provided pursuant to this Agreement. This information and documentation shall include, but not be limited to, the recording and maintenance by the Medical Director of records required by Medicare or by any third-party reimbursement entity of all services provided pursuant to this Agreement by the Medical Director at PCHD. Until the expiration of four (4) years following the furnishing of goods or services pursuant to this Agreement, Dr. Stephanie Carperos shall make available, upon written request, to the Secretary of the Department of Health and Human Services or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents and records of Dr. Stephanie Carperos that are necessary to certify the nature and extent of their costs under this Agreement

H. Independent Contractor: Dr. Stephanie Carperos is entering into this Agreement as an independent contractor of PCHD. Medical Director shall not be deemed an employee, agent, partner, officer, principal or other representative of PCHD. Each party hereto shall have control over the hiring and firing of its own employees. This Agreement does not authorize any party to enter into a contractual relationship on behalf of another party.

I. Governing Law. This Agreement shall be governed by, construed, and enforced pursuant to and in accordance with the laws of the State of North Carolina, without regard to its choice of law or conflict of law provisions, or rule thereof any action or proceeding seeking to enforce, or based on any right arising out of this Agreement may be brought against any of the Parties hereto only in the courts of the State of North Carolina, County of

Pamlico, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of North Carolina, and each of the Parties hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any action or proceeding brought hereunder and waives any objection to venue laid therein. This Section shall survive the expiration or termination of this Agreement for any reason.

J. Term: This Agreement shall be effective _____ of ________, 2026, to June 30, 2027. The total cost for these services is $12,000 for medical-related services within a 12-month period.

K. Termination:

1. Either party may terminate this Agreement upon the following events:

   a. The other party's breach of any of its material obligations under the terms of this Agreement, unless such breach is cured within thirty (30) days after such other party's receipt of written notice specifying the breach;

   b. Any restriction or limitation being imposed by a governmental or accrediting authority having jurisdiction over the party to such an extent that it cannot engage in the provision of health care or professional services as required hereunder; or

   c. The other party's filing of a petition in bankruptcy or having such a petition filed against it or having commenced against it any other similar insolvency proceeding.

2. Either party may terminate this agreement in its entirety without consent, provided it is presented in writing and sixty (60) days' notice is given. Failure to comply may result in withholding payment or immediate termination of the contract.

L. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid return receipt requested, to the parties at the addresses listed below or later specified in writing; or (c) sent, shipping prepaid, return receipt requested, by a national courier service, to the parties at the addresses listed below:

As to Medical Director:

SDC MD, PLLC
Attn: Stephanie Carperos, MD
PO Box 596
Oriental, NC 28571

As to PCHD:

Pamlico County Health Department
Attn: Lynn Hardison, Clinical Services Director
203 North Street, PO Box 306
Bayboro, North Carolina 28515

M. Amendment: Either party may propose amendments to this agreement in whole or in part, provided the proposed amendments are in writing and allowed sixty (60) days' notice before any mutually agreed amendment becomes effective.

N. Change in law: The parties are entering into this Agreement intending to comply with all provisions of applicable law and regulations. No compensation paid to Dr. Stephanie Carperos under this Agreement is made for any referrals of patients to PCHD ("Anti-Kickback Statute and Stark Law"). If it is the reasonable opinion of counsel for either party with expertise in health care law, that, due to new or existing state or Federal laws, rules or regulations or due to any action of any governmental authority to enforce or interpret any existing state or Federal law, rule or regulation ("Applicable Law"), the transaction contemplated by this Agreement does not comply, or is not reasonably likely to be found by a court with applicable authority to comply with Applicable Law, then PCHD and Dr. Stephanie Carperos shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of their relationship. In the event that such compliance cannot be accomplished or achieved, this Agreement shall be terminated upon the expiration of sixty (60) days from the receipt by the parties of the legal opinion of counsel, without liability of either party.

O. Disqualified Persons: Dr. Stephanie Carperos represents and warrants that while providing services under the terms of this Agreement: (a) has not been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the Federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to Pamlico County Health Department); (b) is not under sanction, exclusion or investigation (civil or criminal) related to healthcare by any Federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for Federal or state program participation; or (c) is not listed on the General Services Administration or List of Parties Excluded from the Federal Procurement and Non-Procurement Programs or OIG List of Excluded Individuals/Entities. Dr. Stephanie Carperos shall immediately notify PCHD in writing of any such conviction, sanction, exclusion, investigation, or listing.

P. HIPAA Business Associate Agreement: Dr. Stephanie Carperos is entering into a separate agreement with PCHD relating to the obligations surrounding the confidentiality of patient medical information, specifically including the requirements of the federal Health Insurance Portability and Accountability Act and related regulations. Breach of such separate agreement will constitute the basis for termination of this Agreement by PCHD upon thirty (30) days' written notice to Dr. Stephanie Carperos, regardless of any other termination provision in this Agreement. The obligations reflected in that separate agreement shall survive termination of this Agreement.

Q. Other Agreements: Other agreements between the parties, if any, are reflected on one or more of the following master lists of contracts maintained in PCHD's Contracts List/Database; Dr. Stephanie Carperos' Central Accounting Database; and/or the Dr. Stephanie Carperos Network Services Contract Database.

R. Assignment: No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party.

S. Entire Agreement: This Agreement, including any schedules or other attachments which are incorporated herein by reference, contains the entire Agreement between the Parties as to its subject matter. This Agreement merges all prior discussions and agreements between the parties and neither party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties. No provision of this Agreement shall be interpreted for or against either party because that party or its legal representative drafted such provision.

T. Severability: Each clause of this Agreement is a distinct and severable clause and if any clause is deemed invalid or unenforceable, the validity and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby unless the invalid or unenforceable clause is sufficiently material to this Agreement that its invalidity or unenforceability would deny a party the benefit of its bargain hereunder.

U. Waiver: The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party’s failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effort.

V. No Third-Party Beneficiaries: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third-party, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

W. Counterpart and Electronic Signatures: This Agreement may be executed in counterparts, and each such counterpart shall be deemed an original for all purposes, and all such counterparts together shall constitute one and the same instrument. Transmission of images of signed signature pages (including PDF or facsimile), and execution by electronic means, shall have the same effect as the delivery of manually signed documents.

The remainder of this page is left intentionally blank.

Signatures follow on next page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

______________________________________	______________________________________
Stephanie Carperos, MD, SDC MD, PLLC	Date
______________________________________	______________________________________
Mark Brewington Pamlico County Health and Human Services Director/County Manager	Date
______________________________________	______________________________________
Kenneth Heath Pamlico County Board of Commissioners Chairman	Date
______________________________________	______________________________________
Lynn Hardison, MBA-HMT, RN, PCRN, CMA, NCCPHN Pamlico County Health Department Clinical Services Director	Date

This instrument has been pre-audited by the Pamlico County Finance Director in keeping with the requirements of the NC Fiscal Control Act.

______________________________________	______________________________________
Scott A. Showalter Pamlico County Finance Director	Date

EXHIBIT A
Grant and Program Time Reporting for Medical Director Services
___________Month _________Year

DUTY OR TASK		DATE(S)	HOUR(S)
1.	Quality Assurance Activities or Performance Improvement	______	______
2.	Reviewing Policies and Procedures	______	______
3.	Reviewing EMR	______	______
4.	Employee/Staff Meetings	______	______
5.	Regulatory Compliance	______	______
6.	Other [specify]	______	______
____		______	______
____		______	______
____		______	______
____		______	______

Total Hours for Month ______

____________________________________, M.D. _______________
Medical Director Signature Date

_______________________________________ _______________
Received by Pamlico County Health Department Date

EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT

Business Associate Agreement

This Agreement is made effective the ______ of ________, 2026, by and between Pamlico County Health Department, hereinafter referred to as "PCHD", and Dr. Stephanie Carperos, hereinafter referred to as "Business Associate," (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA (the agreement evidencing such arrangement is entitled "Agreement between Pamlico County Health Department ("PCHD") and Dr. Stephanie Carperos for the Provision of Medical Director Services" dated July 1, 2026, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement; and

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with HIPAA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.

II. BUSINESS ASSOCIATE OBLIGATIONS

Business Associate acknowledges and agrees that Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor on behalf of Covered Entity, shall be subject to this Agreement.

(a) Business Associate agrees:

(i) it is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;

(ii) in the event it enters into an agreement with a Subcontractor under which Protected Health Information could or would be disclosed or made available to the Subcontractor, the Business Associate will have in place an appropriate Business Associate Agreement with the Subcontractor before any Protected Health Information is disclosed or made available to the Subcontractor;

(iii) to use or disclose any Protected Health Information as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Arrangement Agreement, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and HIPAA), or HIPAA. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(iv) at the request of the Secretary, to comply with any relevant investigations and compliance reviews, permit access by the Secretary to relevant information, provide relevant records and compliance reports, and reasonably cooperate with any complaints relating to the Business Associate's use and disclosure of Protected Health Information, pursuant to 45 CFR § 160.310;

(v) at termination of this Agreement, the Arrangement Agreement, or upon written request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible as determined by the Business Associate, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(vi) Business Associate shall, following the discovery of a Breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such Breach pursuant to the terms of 45 CFR § 164.410 and reasonably cooperate in Covered Entity's Breach analysis procedures, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate (other than by the person committing the Breach). Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the Breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(vii) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(ii). Without written approval of Covered Entity, Business Associate will not engage in any communication which might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to HIPAA, comply with all applicable requirements of 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to the Arrangement Agreement between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(iii) Business Associate may de-identify any Protected Health Information, provided such de-identification conforms to the requirements of 45 CFR 164.514(b), including without limitation any documentation requirements. Business Associate may Use or Disclose such de-identified information at its discretion, as such de-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement; provided that such Use or Disclosure is otherwise consistent with this Agreement.

(c) Business Associate will implement appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA. Notwithstanding the prior sentence, any unsuccessful attempts to interfere with system operations in the information system (e.g., port scans, phishing attempts, blocked malware infections), where consistent with applicable regulations and industry standards and practices, such attempts require minimal, if any, response, and no mitigation efforts due to lack of harmful effects caused thereby, shall not require notice to Covered Entity.

III. COVERED ENTITY'S OBLIGATIONS

Covered Entity agrees that it shall:

(a) not make any disclosure of Protected Health Information to Business Associate if such disclosure would violate the HIPAA Security and Privacy Rule or any applicable federal or state law or regulation;

(b) not request Business Associate to use or make any disclosure of Protected Health Information in any manner that would not be permissible under the HIPAA Security and Privacy Rule or any applicable federal or state law or regulation if such use or disclosure were done by Covered Entity.

IV. AVAILABILITY OF PHI

Business Associate agrees to comply with reasonable requests for Restrictions on certain Disclosures of Protected Health Information pursuant to 45 CFR § 164.522 to which Covered Entity has agreed and of which Business Associate is notified in writing by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to Covered Entity to permit Covered Entity to respond the applicable individual. Business Associate agrees to make Protected Health Information available to Covered Entity to permit Covered Entity to address Individual's for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available to Covered Entity for purposes of Covered Entity to address accounting of disclosures, as required by 45 CFR § 164.528. Covered Entity shall be responsible in providing any accounting required on a timely basis.

V. TERMINATION

In the event either party determines that the other has breached a material term of this Agreement, including engaging in a pattern of activity or practice that constitutes a material breach of a term of this Agreement, and such violation continues for thirty (30) calendar days after receipt of written notice of such breach has been provided, the party claiming a breach shall have the right to terminate this Agreement(s) and Arrangement Agreement for cause.

VI. MISCELLANEOUS

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of North Carolina. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, then either Party has the right to terminate upon written notice to the other Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE:

____________________________________ ______________________________________

Dr. Stephanie Carperos Date
Medical Director

COVERED ENTITY:

____________________________________ ______________________________________

Mark Brewington Date
Pamlico County Health and Human Services Director/County Manager

____________________________________ ______________________________________

Kenneth Heath Date
Pamlico County Board of Commissioners Chairman

____________________________________ ______________________________________

Lynn Hardison, MBA-HMT, RN, PCRN, CMA, NCCPHN Date
Pamlico County Health Department Clinical Services Director

This instrument has been pre-audited by the Pamlico County Finance Director in keeping with the requirements of the NC Fiscal Control Act.

____________________________________ ______________________________________

Scott A. Showalter Date
Pamlico County Finance Director

COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request For Refund Of Property Taxes For Parcel: G041-185 (Arthur Kelly Jr & Velma M. Kelly)

Pamlico County Tax Office Requests review from the Pamlico County Board of Commissioners for a refund request received on June 8, 2026, by the Pamlico County Land Records Department from Mr. Arthur Kelly for Parcel: G041-185.

Mr. Arthur Kelly is requesting a refund/credit for 2022-2025. Per NCGS 105-308 and G.S 105-381, North Carolina local governments are strictly prohibited from releasing or refunding property taxes once levied, unless the tax was levied illegally or due to a clerical error strictly on the part of the tax office. This clerical error, without malice, was an appraisal error and been corrected for 2026.

It is the recommendation of the Pamlico County Tax Office to the Board of Commissioners to deny the refund/credit as Statute prohibits.

Please see the memorandum of explanation and supporting documentation for your review and consideration.

Pamlico County Tax Office

Post Office Box 538 | Bayboro, North Carolina 28515

Collections: 252-745-4125
Listing: 252-745-3105
Land Records: 252-745-3791

June 29, 2026

To: Pamlico County Board of Commissioners
From: Kathy Wall, Tax Administrator

Subject: **Arthur Kelly Jr & Velma M Kelly- Request for Refund of Property Taxes**
Parcel: G041-185

Dear Pamlico County Board of Commissioners,

On June 8,2026, the Pamlico County Land Records Department received an in-person inquiry of parcel G041-185 from Mr. Arthur Kelly. As a result of the examination of the request, it was determined that the parcel should going forward (Reval 2026) be classified as marsh. This was not a 2026 Appeal, as the appeal period had ended on May 12,2026 at 5:00. The Land Records office updated the Property Record Card and sent Mr. Kelly his change of value notice.

Mr. Arthur noticed on his Property Record Card in 2026 that in 2022 when he split his property that the land classification did not change but stayed classified as wooded, as did all adjacent properties. This value reclassification change did not occur until January 1,2026, for all properties in the area.

Mr. Arthur is requesting a refund/credit for 2022-2025. Per NCGS 105-380 and G.S. 105-381, the North Carolina local governments are strictly prohibited from releasing or refunding property taxes once levied, unless the tax was levied illegally or due to a clerical error strictly on the part of the tax office. This clerical error, without malice was an appraisal error and has been corrected for 2026.

It is recommended by the tax office to deny the refund/credit as the Statute prohibits.

Please see the attached documents for further explanation.

Respectfully submitted,

Kathy Wall

Kathy Wall, Tax Administrator

PAMLICO COUNTY TAX DEPARTMENT
APPRAISAL DIVISION
P O BOX 538
202 MAIN STREET
BAYBORO, NC 28515-0538

June 08, 2026

Owner ID: 3044300

RE: Parcel ID: G041-185
Map Pin Number: 6551-44-93-18-
Description: S/S 55
Property Location: OFF NC 55 HWY
NBHD: 3001

Tax Year: 2026 Visited: 2/06/2025

Reappraisal Year: 2026

KELLY ARTHUR JR ET UX
KELLY VELMA M
P O BOX 243
GRANTSBORO, NC 28529

2026 Appraised Value: $3,323 Reason: CLERICAL ERROR CORRECTED

Dear Property Owner:

As a result of our examination of your property there has been a change in the value for 2026 forward. The reason for the change is notated beside the 2026 appraisal value. This listing and appraisal will become final unless written exception thereto is filed with the Assessor within 30 days from the date of this notice.

Should you wish to contest this value, please send your written request along with a copy of this letter to Tax Administration, P O Box 538 Bayboro, NC 28515

If you have any questions, please call 252-745-3791

Respectfully,

Pamlico County Tax Office, Land Records

Arthur Kelly Jr. and Velma M. Kelly
P.O. Box 243
Grantsboro, NC 28529 (252-671-3598)

RECEIVED
JUN 2 6 2026
BY:

June 29th, 2026

Pamlico County Tax Department
Appraisal Division
P.O. Box 538
Bayboro, NC 28515

CC: Pamlico County Board of Commissioners

RE: Formal Appeal, Request for Investigation, and Request for Refund of Property Taxes – Parcel ID G041-185

Dear Tax Administrator and Members of the Pamlico County Board of Commissioners:

We respectfully submit this letter as a formal appeal regarding the appraisal notice dated June 8, 2026, concerning Parcel ID G041-185. The notice states that the property's value was changed because of a **"clerical error corrected."**

While we appreciate the County's acknowledgment that a clerical error existed, we are concerned that this error may have affected our property tax assessments for several years.

The property was legally divided in 2022. Following that division, the County's tax records should have been updated to accurately reflect the new parcel configuration. Based upon the recent notice acknowledging a clerical error, we believe the property may have continued to be assessed using incorrect information after the 2022 division.

Accordingly, we respectfully request that Pamlico County conduct a complete investigation of this matter and review all assessments and taxes associated with this property beginning with the 2022 tax year.

Specifically, we request that the County:

1. Identify the exact clerical error that was corrected.
2. Determine when the error first occurred.
3. Review all property assessments and tax bills issued from 2022 through the present.
4. Determine whether taxes were improperly assessed or collected because the property records were not updated after the legal division of the land.
5. Refund any taxes, interest, or other amounts that were overpaid as a result of the County's error, as permitted under North Carolina law.
6. Provide a written explanation of the County's findings and the basis for any decision regarding this request.

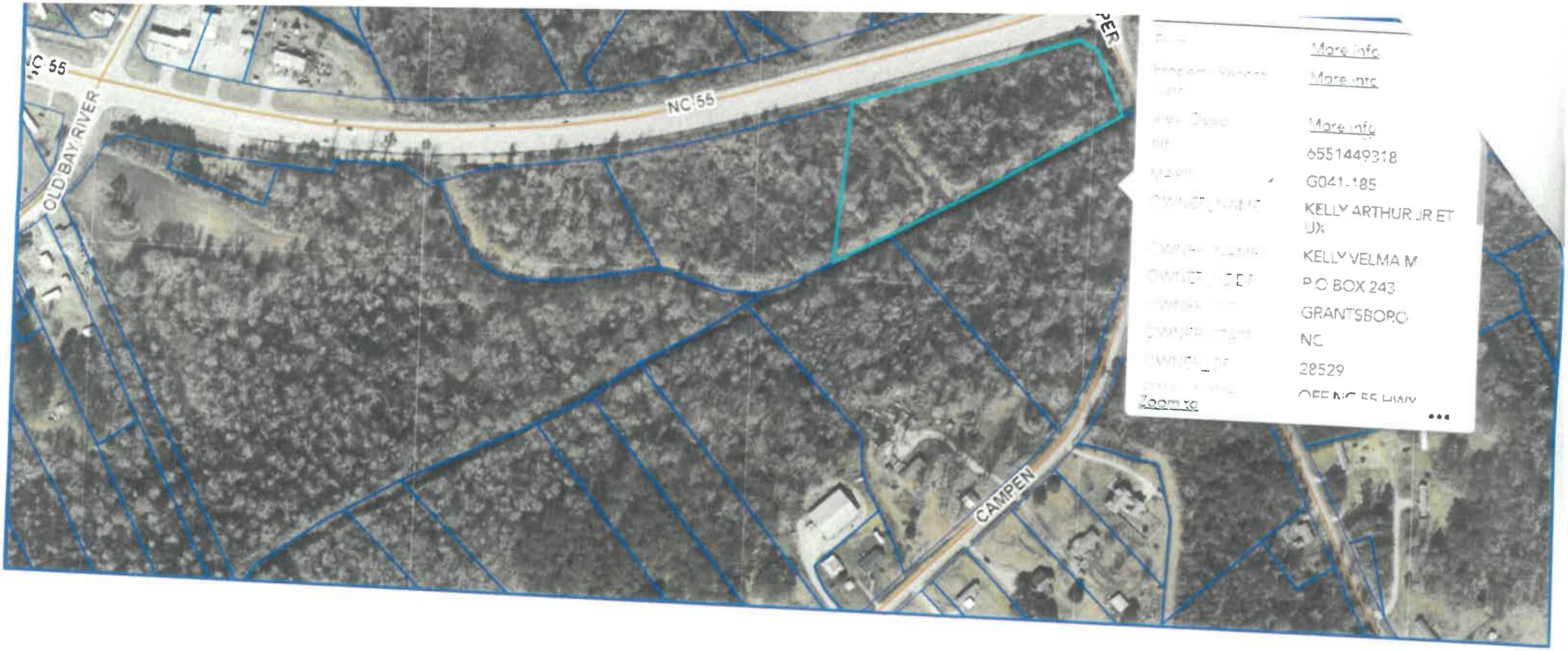
This request is made because the recent notice indicates that the County has acknowledged an error in its records. If that error existed for multiple tax years, we believe it is appropriate for the County to review whether taxpayers were charged taxes that should not have been assessed.

Our intention is simply to ensure that the property records are accurate and that any taxes collected because of an administrative or clerical error are returned. We are prepared to provide the recorded plat, deed, survey, or any other documentation necessary to assist with your review.

We appreciate your attention to this matter and respectfully request a prompt written response. Thank you for your service to the citizens of Pamlico County and for conducting a fair and thorough review of this appeal.

Respectfully,

Arthur Kelly Jr. & Velma Kelly


NC 55
OLD BAY RIVER
NC 55
CAMPEN
More info
More info
More info
6551449318
G041-185
KELLY ARTHUR JR ET UX
KELLY VELMA M
P O BOX 243
GRANTSBORO
NC
28529
Zoom to

252-671-3598

S/S 55

KELLY ARTHUR JR ET UX
P O BOX 243
GRANTSBORO NC 28529
Current ID#: 3044300

KELLY ARTHUR JR ET UX
P O BOX 243
GRANTSBORO NC 28529
Jan.1 ID#: 3044300

PARCEL: G041-185
6551449318
OFF NC 55 HWY

Bldg No. Exemption Code:
Appraiser:
Appr Date:
Imp Desc :
Grade :
Act Yr Bt:
Effect Yr:
Stories :
Rooms :
Bedrooms :
Bathrooms: 1/2 Baths:

SUM LND ACRES: 4.425
DEED ACRES: 4.425
MAP ACRES: 4.510

LAND VALUE	54,216
MISC VALUE	0
BLDG VALUE	0
IMP VALUE	0
TOTAL VALUE	54,216
VALUED BY RCNLD METHOD	
PRIOR YEAR	19,225

APPRAISER DWO
APPR DATE 2/06/2025
USE CODE 1 PAVED
DISTRICT 129 ALLIANCE
NBHD 3001
PARCEL EXEMPTION CODE
FINISHED AREA
RCN
QG RCN
DEPR .00
ADD PHYS DEPR
FUNC OBS
ECON OBS
LOCAT OBS
BUILDING

BOOK	PAGE	DATE	QS	SALES PRICE
000296	000397	3/23/2021	Z	
DEED TYPE: SPL				
000296	000397	4/05/1994	#	
DEED TYPE: SPL				

PERMIT NO TYPE DATE AMOUNT

PROPERTY NOTES:
DEMO HOUSE AND SHELTER FOR 2021 LAND NOW VACANT
SPL OUT 1.91 TO G041-185-1.
SPL OUT .415 TO G041-185-2.

BLDG CODE DESC	UNITS	EYB DT	PCT	ADD.DEPR PCT	VALUE	EXEMPTION MODS
			.00			
			.00			
			.00			
			.00			
			.00			

REC	LUSE	DESC	EXEMPT	FRONTAGE	DEPTH	UNITS	ACRES	PRICE	ADJUSTMENTS	VALUE
1	AC 14	BLDG SITE UNDEVELOPED				1.000	1.000	25,000.00	OT	22,500
3	AC 22	BLDG SITE RESIDUAL				3.425	3.425	10,289.05	OT	31,716

G041-185 OFF NC 55 HWY

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

COUNTY OF PAMLICO

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BAYBORO, NORTH CAROLINA 28515
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FAX (252) 745-5514

COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request For Budget Discussion

Pamlico County Administration and Finance Office request the Pamlico County Board of Commissioners time for budget discussion. Due to the Moratorium being implemented under SB474, the Pamlico County Manager and Finance Officer are reformulating the budget for Fiscal Year 2027. The Pamlico County Finance Officer humbly requests that Board of Commissioners provide guidance and/or discussion.

Please see the memorandum of requests with listed topics for your review and consideration.

BOARD OF COMMISSIONERS

CHAIRMAN
KENNY HEATH -TOWNSHIP #5

VICE-CHAIRMAN
EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE
KARI FORREST – AT LARGE
THOMAS MILLS - TOWNSHIP #1
CANDY BOHMERT – TOWNSHIP #2
CARL OLLISON - TOWNSHIP #4

COUNTY OF PAMLICO

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BAYBORO, NORTH CAROLINA 28515
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COUNTY MANAGER
MARK BREWINGTON

CLERK TO THE BOARD
TRACY BOYD

COUNTY ATTORNEY
DAVID B. BAXTER, JR.

Memorandum

To: Pamlico County Board of Commissioners
From: [illegible]
[illegible]
Date: [illegible] 20 [illegible] 2026
Ref: Budget Discussion Request

[illegible] and/or discuss [illegible]

1) [illegible]
2) [illegible]
3) [illegible]

[illegible] Discuss [illegible]

COUNTY OF PAMLICO

POST OFFICE BOX 776
BAYBORO, NORTH CAROLINA 28515
(252) 745-3133 / 745-5195
FAX (252) 745-5514

July 20, 2026

TO: Chairman Heath and Pamlico County Board of Commissioners

FROM: Mark Brewington, County Manager

RE: Request For Pamlico County Consolidated Health And Human Services Quarterly Meeting

Pamlico County Health and Human Services Director requests the Pamlico County Board of Commissioners/Consolidated Health and Human Services Board to conduct their quarterly meeting. The meeting will provide the Health and Human Services Board with an update of services being provided by the Pamlico County Department of Social Services, Health Department, Senior Services and Veteran Services.