

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, June 11, 2019 at 7:00 p.m. at the Madison Campus of AB Tech, 4646 Hwy 25-70 Marshall, North Carolina.

In attendance were Chairman Norris Gentry; Vice-Chairman Wayne Brigman; Commissioners Matt Wechtel, Craig Goforth, and Mark Snelson; County Manager Forrest Gilliam; County Attorney Donny Laws; Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Gentry.

**Agenda Item 1: Agenda Approval**

---

Chairman Gentry called for agenda approval. Chairman Gentry requested the addition of Item 9e, Memorandum of Agreement with the NC Division of Motor Vehicles and Madison County for the NC Driver's License Office in Marshall. County Manager Forrest Gilliam requested the addition of Item 8c, Budget Amendment # 16. Upon motion by Vice-Chairman Brigman and second by Commissioner Snelson, the board voted unanimously to approve the changes.

**Agenda Item 2: Approval of May 14, 2019 (Special) Minutes; May 14, 2019 (Regular) Minutes; May 23, 2019 (Special) Minutes; May 28, 2019 (Special) Minutes**

Upon motion by Commissioner Goforth and second by Vice-Chairman Brigman, the board voted unanimously to approve the minutes as submitted.

**Agenda Item 3: Norris Gentry, Board of Commissioners Chairman**

Chairman Gentry recognized the work of the staff of the Madison County Public Library for their implementation of the NC Cardinal System.

**Agenda Item 4: Dr. Will Hoffman, Madison County Schools Superintendent**

Dr. Hoffman discussed with the board, the Madison County Schools Quarter Cent Sales Tax Referendum proposal. He presented Resolutions to the board to request increased local funding for Madison County Schools.

Chairman Gentry read to the board a Resolution on behalf of Madison County Schools to authorize placing the request on the voting ballot during the March 3, 2020 General Election. Upon motion by Vice-Chairman Brigman and second by Commissioner Snelson, the board voted unanimously to adopt the Resolution. (Attachment 4.1)

Vice-Chairman Brigman read to the board a Resolution on behalf of Madison County Schools stating that the sales tax money would be spent directly on education. Upon motion by Chairman Gentry and second by Commissioner Goforth, the board voted unanimously to adopt the Resolution. (Attachment 4.2)

**Agenda Item 5: Tammy Cody, Health Department Deputy Director**

Ms. Cody presented the Jail Health Plan Memorandum of Understanding to the board. She discussed the Memorandum of Understanding and answered questions from the board regarding the information. Upon motion by Commissioner Wechtel and second by Commissioner Goforth, the board voted unanimously to approve the Jail Health Plan Memorandum of Understanding. (Attachment 5.1)

**Agenda Item 6: Kathy Proffitt, Community Services Department**

Ms. Proffitt presented and discussed with the board the Home and Community Care Block Grant. Upon motion by Vice-Chairman Brigman and second by Commissioner Wechtel, the board voted unanimously to approve the Home and Community Care Block Grant. (Attachment 6.1)

**Agenda Item 7: Brooke Smith, Human Resources Director**

Ms. Smith presented and discussed the 2019-2020 State Salary Plan for the Health Department and Department of Social Services with the board. Upon motion by Chairman Gentry and second by Vice-Chairman Brigman, the board voted unanimously to adopt the 2019-2020 State Salary Plan. (Attachment 7.1)

**Agenda Item 8: Crystal Cantey, Finance Officer**

**a. Financial Report**

Ms. Cantey presented the May Financial Report and discussed the information with the board. (Attachment 8.1)

**b. Tax Refunds and Releases**

Tax Refunds and Releases for the month of May 2019 were presented to the board and discussed by Ms. Cantey. Upon motion from Vice-Chairman Brigman and second from Commissioner Snelson, the board voted unanimously to approve the May Tax Refunds and Releases. (Attachment 8.2)

**c. Budget Amendment # 16**

Budget Amendment # 16 was presented and discussed with the board by Ms. Cantey. Upon motion from Vice-Chairman Brigman and second from Commissioner Snelson, the board voted unanimously to approve Budget Amendment # 16. (Attachment 8.3)

**Agenda Item 9: Forrest Gilliam, County Manager**

**a. County Manager Update**

Mr. Gilliam recognized Ms. Crystal Cantey as the new Finance Officer for the County.

Mr. Gilliam discussed information regarding the proposed budget with the board and also noted that a Public Hearing would be held on June 21, 2019 at 6 p.m. at the Madison County Court House to adopt the 2019-2020 Budget.

**b. Inmate Labor Agreement**

The NC Department of Public Safety Division of Adult Correction-Prisons Inmate Labor Contract for fiscal year 2019-2020 was presented to discussed with the board by Mr. Gilliam. Upon motion from Commissioner Wechtel and second by Commissioner Goforth, the board voted unanimously to approve the Inmate Labor Agreement. (Attachment 9.2)

**c. Board Appointments**

Mr. Gilliam presented and discussed with the board, vacancies and applications to fill vacancies for various County Boards.

Upon motion by Vice-Chairman Brigman and second by Commissioner Snelson, the board voted unanimously to re-appoint Coy Griffin, Deborah Moore, and Meg Pressley to the Animal Control Board.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Brigman, the board voted unanimously to appoint Crystal Webb to the Board of Health.

The board chose to defer appointments for the Library Board of Trustees upon further review of applications.

Upon motion by Commissioner Wechtel and second by Chairman Gentry, the board voted unanimously to appoint Terry Bellamy to the Mountain Area Work Force Development Board.

Chairman Gentry requested to defer to Vice-Chairman Brigman for appointments to the Social Services Board. Upon motion by Commissioner Snelson and second by Commissioner Wechtel, the board voted unanimously to re-appoint Norris Gentry and to appoint Craig Goforth to the Social Services Board.

**d. Surplus Property**

Mr. Gilliam discussed county owned surplus property with the board. Upon motion by Chairman Brigman and second by Commissioner Wechtel, the board voted unanimously to accept the final bid offer on Bear River Lodge, Lot 122 for purchase.

**e. Memorandum of Agreement NC Division of Motor Vehicles and Madison County**

The Memorandum of Agreement between the NC Division of Motor Vehicles and Madison County was presented to the board and discussed by Mr. Gilliam. Discussion of the removal of Item B in Section 8 was had. Upon motion of Commissioner Wechtel and second by Chairman Gentry, the board voted unanimously to accept the Memorandum of Agreement between Madison County and the State of NC subject to the Madison County Attorney modification of Item B in Section 8. (Attachment 9.5)

**Item 10: Public Comment**

Ellen Holmes Pearson-Ms. Pearson spoke regarding Quarry Permits and NC Law.

John Caldwell-Mr. Caldwell spoke regarding fox hunting.

Lisa Pantzer-Ms. Pantzer spoke regarding events and clean up initiatives in Madison County.  
(Attachment 10.1)

**Item 11: Adjournment**

Upon motion by Vice-Chairman Brigman and second by Commissioner Snelson, the board voted unanimously to adjourn the meeting.

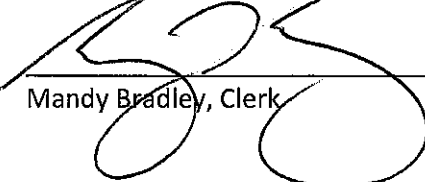
This the 11th day of June, 2019.

MADISON COUNTY



Norris Gentry, Chairman  
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

**RESOLUTION  
MADISON COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the Madison County Board of Education has requested increased local funding from the Madison County Board of Commissioners that exceeds funds available through existing revenue sources for appropriation by the Board of Commissioners; and,

WHEREAS, one alternative funding source is an additional one-quarter cent sales tax set out in N.C. Gen. Stat. §105-535 *et seq.*; and,

WHEREAS, it is the desire of the Board of Commissioners of Madison County to offer the possibility of such additional sales tax to the voters of Madison County in an advisory referendum pursuant to N.C. Gen. Stat. §105-537.

NOW, THEREFORE, the Board of Commissioners of Madison County hereby directs the Madison County Board of Elections as follows:

1. Conduct an advisory referendum on the question of whether to levy a local sales and use tax in the county as provided in N.C. Gen. Stat. §105-535 *et seq.*
2. The election shall be held on the March 3, 2020 General Election and shall be held in accordance with the procedures of N.C. Gen. Stat. §163-287.
3. The form of the question to be presented on a ballot for the election concerning the levy of the tax authorized by this Article shall be:

FOR  AGAINST  
 Local sales and use tax at the rate of one-quarter percent (0.25%)  
 in addition to all other State and local sales and use taxes.

Adopted by \_\_\_\_\_ vote this the 11<sup>th</sup> day of June, 2019.

MADISON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Norris Gentry, Chairman

Attest:

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

**RESOLUTION**

**WHEREAS**, the Madison County Board of Commissioners believes that the education of the children and youth of Madison County, through all levels of available public education, is a critical mission and priority; and

**WHEREAS**, Madison County is faced with extraordinary funding pressures resulting from public education needs, including for Madison County Schools; and

**WHEREAS**, school and facilities construction for Madison County Schools is a responsibility of Madison County; and

**WHEREAS**, the 2014 State budget, Senate Bill, 402 rewrote the lottery statutes and eliminated the 40% statutory guarantee of net lottery proceeds for school construction which was a dedicated funding stream in place since the lottery's inception in 2005; and

**WHEREAS**, Madison County has only limited capacity to generate funding to cover school construction without additional funding assistance from the State;

**WHEREAS**, Madison County has only a limited capacity to generate funding to provide for competitive teacher salaries without additional funding assistance;

**WHEREAS**, the Madison County Board of Education has identified significant capital needs, including the necessary repairs to Madison High School Stadium, which is approximately forty (40) years old and needs significant improvements in order to sustain it for the next several decades;

**WHEREAS**, the Madison County Board of Commissioners have continued to fund maintenance and pay debt obligations with resources available to maintain Madison County's school and facilities in as safe and comfortable conditions as possible; and

**WHEREAS**, the Madison County Board of Commissioners is satisfied that these facilities needs are critical for the health, welfare and proper education of the children and youth of Madison County; and

**WHEREAS**, the Madison County Board of Commissioners recognize a need to increase teacher and school employee salaries to a level competitive to surrounding counties

**WHEREAS**, the Madison County Commissioners recognize that a sufficient and on-going funding source to assist in meeting the needs of schools needed to be identified; and

**WHEREAS**, the Madison County Board of Commissioners approved a resolution on June 11, 2019 requesting that the Board of Elections place an advisory referendum on the March 3, 2020 General Election on the question of whether to levy a local sales and use tax; and

**NOW, THEREFORE, BE IT RESOLVED** that if the sales and use tax is approved, the Madison County Board of Commissioners are fully committed to invest all additional sales tax revenue received by passage of the public education sales tax referendum on critical public education capital facility needs.

Adopted this the 11<sup>th</sup> day of June, 2019.

---

Chairman, Board of Commissioners

ATTEST:

---

Clerk, Board of Commissioners

## Medical Care Plan, May, 2019

<b>Madison County Health Department (MCHD) Policies and Procedures</b>	<b>Original Effective Date: March 17, 2005</b>	<b>Review date:</b>
<b>Manual: Jail Health</b>	<b>Revision date: 4/9/19</b>	<b>Reviewed by:</b>
<b>Title: Medical Care Plan</b>	<b>Revised by: Sheriff Buddy Harwood, Michelle Quintero, Tammy Cody, Dr. Daly</b>	
<b>Persons affected: Sheriff's Office Staff</b>	<b>Summary of changes:</b>	
<b>Policy Owner/Program Coordinator: MCHD, Sheriff's Office</b>		
<b>Approval by:</b>		
<b>Marianna T. Daly, MD, MPH, Health Director/ Medical Director</b>	_____	<b>Date</b>
<b>Bob Adams, DDS, Board of Health Chairperson</b>	_____	<b>Date</b>
<b>James "Buddy" Harwood, Madison County Sheriff</b>	_____	<b>Date</b>

**A. PURPOSE:**

1. To protect the health and welfare of inmates detained in the Madison County Jail, and to avoid the spread of contagious diseases.
2. Provide for medical supervision of inmates and emergency medical care for inmates to the extent necessary for their health and welfare.
3. Provide for the detection, examination and treatment of inmates who are infected with tuberculosis or sexually transmitted diseases.

**B. POLICY STATEMENTS:**

1. Madison County Health Department will develop a Medical Care Plan for jail inmates in compliance with G.S.153A-225.
2. The Medical Care Plan will be developed in consultation with the sheriff, the jail administrator, the local health director, and the medical director and shall be available for ready reference by health department personnel.
3. The plan shall include a description of the health services available to inmates.
4. The Medical Care Plan shall be reviewed annually by the Health Director, Medical Director, Board of Health, County Commissioners, Jail Administrator and the Sheriff.
5. **The written plan shall include policies and procedures that address the following areas:**
  - a. Health screening of inmates upon admission.
  - b. Handling routine medical care including pregnancy.
  - c. The management of inmates with chronic illnesses or known communicable diseases or conditions.
  - d. Administration, dispensing and control of prescription and non-prescription medications.
  - e. Management of emergency medical problems, including but not limited to emergencies involving dental care, chemical dependency, and mental health.
  - f. Maintenance and confidentiality of medical records.
  - g. Privacy during medical examinations and conferences with qualified medical personnel.



## Medical Care Plan, May, 2019

- h. Inmates will be provided opportunities each day to communicate their health complaints to a health professional or to an officer.
- i. Qualified medical personnel shall be available to evaluate the medical needs of inmates.
- j. The jail must maintain written records of requests for medical care and actions taken 10A NCAC 14J.1001 (c).
- k. Inmates shall not perform any medical functions in the jail.

### C. HEALTH SCREENING:

- 1. **POLICY:** A health screening form will be completed by a jail officer at book-in for every inmate. (10A NCAC 14J .1002).

The screening is to determine:

- Urgent medical, dental, or mental health needs
- Signs of acute drug or alcohol intoxication or symptoms of withdrawal
- Restrictions on temporary work assignments
- Freedom from contagious infectious disease and risks for contagious disease

### 2. PROCEDURES:

#### HEALTH SCREENING OF INMATES UPON ADMISSION:

- a. The health screening form will be complete and accurate and will include screening for substance use and mental health disorders.
- b. If the inmate does not know the answer to a question or have the necessary information, the officer will simply write a question mark next to that item on the form.
- c. If the inmate refuses to answer any particular question or refuses to give information for the entire screening, the officer will:
- d. Complete those portions of the form which can be determined without the inmate's complete cooperation (e.g., name, date, weight, etc.);
- e. Note on the form "Refused to answer" and initial the form along with the inmate.
- f. The health screening form shall be available to jail officers, and a copy of the form shall be kept in medical file that is maintained for inmates.
- g. The form shall be reviewed for the presence of confidential information which cannot be made available to jail officers. (Authority G.S 143B-153; 153A-221 ;).
- h. If the inmate is suffering from a non-emergency condition requiring medical evaluation and treatment, the Jail Administrator will make the decision which medical facility to transport the inmate to. If the Jail Administrator cannot be reached; the detention officer on duty must use Mercy Urgent Care, or transport the inmate to Mission Hospitals.

### D. SICK CALL:

- 1. **POLICY:** Madison County Inmates will be given the opportunity to express medical complaints daily ("sick call").10A NCAC 14j.1001 ©.
- 2. **PROCEDURES:**
  - a. Requests will be reviewed for immediacy of need and required intervention daily.

- b. All Madison County Jail inmates shall be entitled to health care comparable to that available to citizens in the surrounding community. No officer or other employee will ever summarily or arbitrarily deny an inmate's request for medical services.
- c. The jail officer, will inform inmates both verbally and in writing (Inmate Handbook) of the procedures for obtaining medical care at the time of admission. The inmate may inform the officer verbally of perceived medical problems at any time. **The officer who receives the complaint will take the following action:**
  - The officer will talk to the prisoner to get a complete and accurate description of the symptoms and their duration.
  - The officer will then record the symptoms on the Kiosk or use a Medical Request Form
  - The officer will review the standing orders for complaints covered by standing orders.
  - The officer will arrange for medical care as appropriate.
  - An appointment will be made with the appropriate medical provider.
  - The officer may call Emergency Medical Services if urgent.
  - An inmate will be charged a \$10.00 fee for the service of being taken to a medical facility.
  - If the inmate files indigent, this fee will be waived. However, if the inmate receives any money into the jail this fee will be deducted from that money.

**E. STANDING ORDERS:**

**1. POLICY:**

The Medical Director of the Madison County Health Department, in conjunction with Mercy Urgent Care medical staff will review and approve all standing orders for the most common minor complaints that an inmate may have, for which the officer may dispense over the counter medications. In every case where standing orders are implemented, their use will not exceed **24 hours** and, if the symptoms persist, an officer will arrange for medical care for the inmate. The officer must observe the inmate taking the medication and record the dispensing of such medication.

**NOTE: The officer will always check the inmate's record for drug allergies prior to dispensing the medications.**

**2. PROCEDURES:**

- a. Standing orders for the following complaints, and over-the-counter medications are listed below:
  - **Acetaminophen Tablets 325 mg (analgesic) – Two (2) tablets every 4-6 hours as needed for pain or fever. Do not exceed 3000 mg per day.**

## Medical Care Plan, May, 2019

- **Ibuprofen Tablets 200 mg (anti-inflammatory) – Take two tablets every 4-6 hours for pain or fever. Do not exceed 2400 mg per day.**
  - **Chlorpheniramine 4mg (antihistamine) – One tablet every 6 hours as needed for allergic symptoms. Do not exceed 16 mg per day.**
  - **Mylanta II/Maalox plus Liquid (antacid) – Take 2-4 teaspoons four times a day as needed. Do not exceed recommended doses.**
  - **Hydrocortisone Cream 0.5% (topical steroid) – Apply 3-4 times a day to mild skin irritations.**
  - **Milk of Magnesia Liquid (laxative) – One tablespoon (30cc) once or twice a day as needed. Do not use regularly.**
  - **Selenium 1% Shampoo (anti-dandruff, Selsun Blue) – Use daily for 3 days then 2-3 times a week for dandruff.**
  - **Simethicone 80 mg tablets (anti-gas) – Chew one to two tablets as needed after meals and at and at bedtime. Do not exceed recommended doses.**
  - **Cold symptoms – Give recommended dosage of non-prescriptive cold/cough medicine every four Hours (NOT TO EXCEED (6) DOSES PER TWENTY FOUR (24) HOUR PERIOD. Consume plenty of water. May dispense throat lozenges. If symptoms persist for more than 1 week or worsen have inmate seen by medical provider.**
  - **Epi-pen- With signs of impending serious allergic reaction (facial swelling, hives, difficulty breathing after bee sting, medication or food); use according to instructions.**
- b. The officer will document administration of over-the-counter medications on the regular drug administration form.
  - c. The prescription medications will be documented on a prescription drug administration form. Any order(s) given by the medical provider for an inmate will be stapled to the jail log with an accompanying notation made on the log. Upon completion of the medical provider's order(s) or the inmate's release from custody, the orders will be placed in the inmate's medical file.

### F. MEDICAL RECORDS:

#### 1. POLICY:

- a. Complete and accurate records documenting all inmates perceived medical problems, examinations, diagnosis, treatment, and medication shall be maintained.
- b. All medical records shall be considered strictly confidential per HIPPA regulations.
- c. The provider-patient privilege shall be protected at all times in accordance with HIPAA regulations.
- d. The prescribing and administration of medications and medical supplies shall be regulated by the written jail health medical plan.

#### 2. PROCEDURES:

- a. Black ink or computerized electronic health records will be used for all documentation.
- b. Corrections will be made by marking a single line through the word and initialing, dating. No whiteout may be used.
- c. Mercy Urgent Care will keep confidential electronic medical records of their encounters and treatment of inmates.
- d. **CONFIDENTIALITY OF MEDICAL RECORDS:**

## Medical Care Plan, May, 2019

1. Individual health care records shall also be initiated and maintained for every inmate receiving medical or dental health services as a result of the inmate screening process, or for services rendered.
2. All inmates, upon return from outside hospital stays or clinic visits are to be reviewed by the Medical Director of the Madison County Health Department or the Jail Administrator of the Madison County Sheriff's Office.
3. All records pertaining to medical screening, examination, and treatment occurring during the inmate's stay in the county jail are to remain in a locked file cabinet at the jail or in secure electronic medical records. Only the detention officers and the medical providers will be authorized to have access to these files unless the inmate has signed a release form.

### G. MEDICATIONS:

#### 1. A COMPLETE & ACCURATE RECORD OF ALL INMATES RECEIVING MEDICATIONS & SUPPLIES SHALL INCLUDE BUT NOT BE LIMITED TO:

- a. Prescription medications from a Medical Provider must have the inmate's name, type of medication, directions concerning the dispensing of such medication, and quantity in the blister packages provided by Madison Pharmacy.
- b. Medications will be packaged and dispensed by the pharmacy staff of Madison Pharmacy after medications are reviewed by the clinical staff. They will be packaged in blister packs by the pharmacy with all appropriate labeling as noted above.
- c. Prescriptions written by a Medical Provider on the day of the inmate's visit will be filled the same day by Madison Pharmacy and paid for by the Sheriff's Office.
- d. Inmate medications will be checked daily for any refills that are needed.
- e. Medication inventory will be taken at the beginning and end of each shift. The medication inventory sheet will be filled out and initialed. Any discrepancies will be logged and filed in the daily pass along.
- f. The time and by whom such medications and supplies are administered will be documented.
- g. Medications shall only be administered in the dosage, form, and at the time prescribed by the written order of the attending licensed medical provider.
- h. Control of dangerous medications shall be carried out in a manner which will prevent the abuse of such substances.
- i. Hypodermic needles, syringes, and other supplies subject to abuse shall be made secure and disposed of in Sharps container after each use.
- j. Medications and medical supplies shall be administered and stored so as to comply with regulations of the Board of Pharmacy and the Federal Control Substances Act and to minimize the possibility of their misuse or abuse. All medications will be kept in a locked cabinet. The officer on duty that has approval will have the keys to the locked cabinet.

#### 2. MEDICATION SCHEDULE:

- a. Normal medication times are 6:00 a.m., 12:00 a.m., 6:00 p.m., and 12:00 p.m. or as indicated by orders of the medical provider. A time allowance of 45 minutes before/after scheduled time(s) is permitted. Any longer period of alteration of schedule dose(s) will be noted on the medication log sheet and the medical provider will be contacted.
- b. Any medication which must be given at exactly the time(s) indicated will be tagged with red tape and noted on the medication log.

#### 3. SETTING UP MEDICATIONS:

## Medical Care Plan, May, 2019

At the beginning of the 7:00 a.m. to 3:00 p.m. shift, the jail officer on duty will:

- Review the medication administration form for each inmate.
- The detention officer is to make certain that if an inmate was admitted with medication on his person, that the prescription has been verified with the original medical provider before it is administered.
- Obtain the appropriate medication from the locked cabinet and place each dose with the inmate's name, date, time(s) to be administered

#### 4. ADMINISTERING MEDICATIONS:

At the scheduled medication times, the jail officer on duty will:

- Take the necessary medication doses and medication log sheets to each inmate on the list.
- Have the inmate take the medication in his/her presence. If taken by mouth, the officer is to observe swallowing, check mouth, have inmate talk immediately after swallowing and watch for several minutes to assure ingestion of the medication.
- Sign the medication log sheet.
- If an inmate refuses medication, the officer on duty will document this fact on the medications log sheet, and notify the medical provider.

#### 5. MEDICATION PROTOCOL ON RELEASE:

The inmate will be given all medications dispensed to them upon release, both original medications brought in at booking as well as leftover medications in blister packs.

#### H. EMERGENCIES:

- Be Aware That an Emergency Can Occur At Any Time.
- Be Ready To Observe or Be Notified Of The Emergency.
- First Aid **MUST** be Given Immediately.
- Call 911

#### OTHER EMERGENCY TELEPHONE NUMBERS:

- Mission Hospitals- 213-1111
- Fire Department-649-2660
- Suicide Prevention Hotline-1-800-784-2433
- Poison Control Center-1-800-222-1222

#### 1. POLICY:

- The Madison County Jail shall have emergency medical treatment available either through an in- house or outside medical service arrangement on a twenty- four (24) hour basis for all inmates.
- No inmate shall be denied medical attention for disciplinary reasons or on the basis of his classification status.
- All inmates shall be provided professional dental treatment of an emergency nature, as required.
- All inmates evidencing signs of serious mental disorder shall be referred to RHA or a medical professional who shall arrange appropriate mental health services or other courses of treatment as they may deem necessary.

**2. EMERGENCY PLAN:**

- A. Any of the following occurrences shall constitute an **Emergency** that requires immediate medical attention:
- Severe Bleeding
  - Unconsciousness
  - Serious Breathing Difficulties
  - Serious Head Injury
  - Severe Pain
  - Severe Burns
  - Suicide behavior
  - Severe Dizziness (unable to maintain balance)
  - Life threatening situations of any kind
  - Any injury, apparent injury, or illness which does not respond to the jail officer's first aid attempts or which is unrecognizable to the officer on duty.
- B. **Life-threatening situations would consist of:**
- refusing to take insulin for diabetes
  - refusing to take sugar for a low blood sugar count
  - refusing to take heart medications
  - refusing treatment while suffering from what appears to be a heart attack
  - refusing treatment while bleeding from an injury or hemorrhaging
- C. **Specific Procedures:**
- a. If the officer on duty believes that the inmate is suffering from a life threatening conditions (See 2. above A and B) the inmate must immediately get medical attention.
  - b. Emergency Medical Services (911) will be called to evaluate the condition of the inmate and to determine if he needs to be transported to the hospital.
  - c. **The Officer will:**
    - i. render first aid to the inmate
    - ii. not move the inmate unless absolutely necessary
    - iii. remove other prisoners from the area by ordering them to their cells
    - iv. cooperate with and assist the EMS upon its arrival
  - d. If the inmate is transported, an officer on duty will accompany the inmate to the hospital.
  - e. If a sworn officer is not available, the detention officer on duty must accompany the inmate in the ambulance.
  - f. The dispatcher will notify the Sheriff and Jail Administrator for arrangements to be made for coverage of the Jail or patrol while the officer is absent.
  - g. The next of kin will be notified as soon as possible if the medical condition is considered life threatening.
  - h. Each officer involved in the emergency will write a statement and complete an incident report as soon as possible after the incident has concluded and will note the incident on the daily pass log.

**I. INVOLUNTARY MEDICAL TREATMENT/REFUSAL OF TREATMENT BY INMATES:**

## Medical Care Plan, May, 2019

1. Any refusal of recommended or offered treatment or a diagnostic procedure will be documented in the inmate health record.
2. The inmate will be asked to sign a Refusal of Medical Treatment form.
3. If the inmate refuses to sign, two staff witnesses will attest and sign to the fact that the consequences of refusing the proposed treatment or procedure were explained to the inmate in a language he understood.
4. As a general rule, medical and dental treatment, including medication, is given only when the inmate consents. Exceptions may be made when the Sheriff or a medical provider determines:
  - a. there is a danger to life or of serious permanent injury to the inmate
  - b. the inmate poses a risk to others by refusing treatment (e.g. infectious tuberculosis)
  - c. there is a court order for evaluation or treatment to be provided

### J. PRELIMINARY MEDICAL REPORTS OF INJURY:

- An inmate must complete an Accident Form for even the most minor injuries, regardless whether they are related to work, recreation, and assault.
- In each case the inmate should be quoted directly as to how the Accident occurred.
- All injury reports must be reviewed and signed by a medical provider as soon as possible.

### K. TRANSPORTATION:

#### 1. POLICY:

Inmates who must be transported to an appropriate medical facility shall be transported in a manner that is safe and secure, yet does not endanger the inmate's health or medical condition.

#### 2. PROCEDURES:

**A. Supervision:** If the inmate must be transported to a medical facility for treatment of a non-emergency nature, the officer who receives the request will forward the request to the Jail Administrator who will:

- Make arrangements with patrol to transport the inmate at the designated time or arrange for an officer to transport and accompany the inmate.
- Notify the Communications Officer on duty at the facility of the arrangements made.

**B. Notification of hospitalization:**

If a pre-trial inmate's stay in the hospital will interfere with his scheduled trial the Jail Administrator will notify the District Attorney. For sentenced inmates to be released to custody of the Department of Corrections and whose hospital stay will interfere with his schedule transfer, the Department of Corrections will be notified.

### L. DENTAL CARE:

#### 1. Policy:

Dental Care is available for those inmates experiencing acute dental problems, (i.e., severe pain, infection, bleeding gums, or broken dental prosthesis necessary for eating.

#### 2. Procedures:

## Medical Care Plan, May, 2019

- a. Inmates requiring emergency care will be transported within 24 hours to the dentist or to the hospital.
- b. At this time, the dentist of the MCHD will be available to provide dental services to inmates on an emergency basis.

### M. BODY SEARCHES:

- a. Searches of inmate's lower body cavities will only be performed by qualified medical personnel and only when there is reasonable cause to believe that a prisoner has concealed contraband in a lower body cavity.
- b. If at any time (e.g., during admission; on return from court or hospital; following a contact visit or interview) a jail officer suspects that an inmate may have concealed contraband in a lower body cavity, the officer will:
  - a. Place the inmate in a single cell under constant observation
  - b. Notify the Jail Administrator
  - c. The inmate will be transferred to the hospital.

### N. THE MADISON COUNTY JAIL SHALL ARRANGE FOR PROFESSIONAL INTERVENTION WHEN APPROPRIATE, IN THE AREAS OF:

- Alcoholism
- Drug abuse
- Psychological/Social Services
- Other Community Services

No inmate will be denied access to community services at the jail because of the mere fact of incarceration. Legitimate and compelling needs of inmates will not be ignored by jail employees, but will be handled on a case-by-case basis.

### O. ALCOHOLISM, DRUG ABUSE, MENTAL HEALTH:

1. **SERVICES AVAILABLE:** Those services available in the community and frequently requested by an inmate are: Alcoholism and drug abuse counseling, and mental health services.
2. **REQUESTS:** The jail officer who receives a request for one of the above services will:
  - a. Note the request in writing using the medical request form
  - b. Contact the relevant service provider within 12 hours of the request.
  - c. Arrange for a special visit, transport to the service provider, or a mental health visit will be provided by RHA providers on site at the jail.
  - d. When any Provider of services arrives he/she will be required to produce identification and can remain with the inmate no longer than one and one-half hours.
  - e. Mental health/Substance abuse counseling and Medical Provider visits will be done with respect to the inmate's privacy.

### 3. ALCOHOLISM:

#### DETOXIFICATION:



## Medical Care Plan, May, 2019

- a. Any inmate who appears to be intoxicated or has alcohol on his breath at the time of booking should be considered as a possible alcoholic. The jail officer shall get a drinking history noting the time of the last drink (if possible) and description of condition, e.g., "shakes, DT's, or nervous."
- b. If possible, also ask how often he drinks and how often he gets drunk when he drinks. Record answers on the preliminary health screening form.
- c. If in doubt of a referral to detoxification, take the person's pulse. If it is over 100, call 911 – this is the most consistent symptom other than the breathalyzer itself.
- d. Do not accept people into the jail without performing the above and noting the results on the preliminary health screening form.
- e. If you do book someone into the jail under "border-line conditions", assure that someone checks the above symptoms six to eight hours after booking.
- f. Check six to eight hours after the last drink for physical signs of withdrawal. Certain symptoms signify need for immediate medical attention, because untreated withdrawal can cause numerous medical emergencies.

**Note: Be careful not to mistake uncontrolled glucose in an inmate with diabetes with alcohol intoxication as both conditions may cause a sweet, fruity smell to the breath.**

Alcohol Withdrawal and detoxification can be a life-threatening emergency that may require inpatient medical care and observation. It is most dangerous when the blood alcohol level drops to 0.0 up to or 72 hours after last drink and should be anticipated in any inmate with a significant history of alcohol abuse. Always ask for time of last alcohol ingestion to better anticipate potential problems.

#### 4. ALCOHOLISM TERMS:

- Blackout - memory loss, from a few minutes to more than one day, early symptom.
- Alcoholic – depends on alcohol in some way, varying degrees of loss of control over amount consumed, gradually progresses into having withdrawal symptoms when drinking stops.
- "Chronic" alcoholic- long standing, with heavy daily or binge drinking, poor eating habits, withdrawal symptoms, may have history of seizures, DT's liver disease, nerve damage.
- "Cycle" drinking- end-product of above, body can't tolerate alcohol anymore, gets drunk on small amount, passes out, wakes up, keeps repeating cycle, doesn't eat.
- Withdrawal- nervous system reaction to absence of alcohol, with elevated vital signs and exaggerated nervous behavior, begins six to twelve hours after drinking stops, lasts one to five days or more, and takes one to fifteen years to develop.
- "Shakes"- withdrawal symptom, trembling of hands; can involve all the body.
- Hallucinations- brain disorder complication of withdrawal, seeing, hearing, smelling things that aren't there, can progress into DT's.
- DT's- three to fifteen days after drinking stops extreme fright from hallucinations, tries to "escape" from them, totally confused and out of contact with world.
- Alcoholic Cirrhosis- long-standing liver disease with gradual decrease in function; suspect if badly distended abdomen, swollen hands and feet, or jaundice (yellow whites of eyes, skin).
- Alcoholic Hepatitis- inflammation of liver happens after long, hard drinking bout; symptoms include elevated temperature, jaundice, nausea/vomiting or pain.

## Medical Care Plan, May, 2019

- "Nerve Damage"- long-standing vitamin deficiency, starts in arms, legs, goes to trunk, brain, numbness, poor grip, difficulty walking, poor control over bowels/bladder, poor memory, judgment, unreasonable anger, paranoid behavior or confusion.

### 5. TREATMENT:

- A. Place prisoner in an individual cell and check at 20 minute intervals.
- B. Allow no coffee or tea, give juice, milk or decaffeinated coffee.
- C. Give high-protein, low starch food.
- D. Take pulse and blood pressure. If blood pressure and pulse rise and the inmate becomes more agitated, call 911 for transfer of inmate to a medical facility.
- E. Watch for increased nervousness.
- F. Observe for staying in bed all the time, or withdrawing from others. Call 911.

### 6. SUBSTANCE ABUSE:

#### A. DETECTION OF SUBSTANCE ABUSE:

The safe and effective treatment of withdrawal syndromes requires that facilities be alert to the possibility of substance dependence in new inmate arrivals at their institutions. Substance abusers are rarely accurate in their description of patterns of drug use and can either greatly underestimate or deny substance abuse as well as overstate the extent of abuse. Most individuals who abuse substances abuse multiple substances. Therefore, the possibility of more than one addiction must be carefully considered.

#### B. DEFINITIONS-

- A. Physiological dependence: exists if a physiological withdrawal syndrome develops upon discontinuation of a medication, drug or other substance.
- B. Substance: any chemical that is mood or mind-altering and can include street drugs, inhalants, medications-prescription and over-the-counter, nicotine, caffeine and alcohol.
- C. Tolerance: "need for markedly increased amounts of the substance to achieve intoxication".
- D. Withdrawal syndrome: characteristic group of signs and symptoms that typically develop after a rapid, marked decrease or discontinuation of a substance upon which an individual is dependent.

#### C. PROCEDURES:

1. Frequent assessments along with indicated treatment adjustments (changes in medication doses and dosage frequencies) are imperative.
2. Substances which produce dangerous withdrawal syndromes once physiological dependence develops include alcohol, sedative/hypnotics, opioids and anxiolytics.
3. Every effort should be made to ameliorate the inmate's signs and symptoms of alcohol or drug withdrawal.
4. Inmates experiencing withdrawal should also be kept physically active, as medically permissible.
5. Inmate education regarding the detoxification process is a necessary component of a successful detoxification plan.
6. Referral will be made to RHA for assessment/treatment for substance abuse as needed. Western Highlands Access at 1-800-951-3792 may be contacted. RHA can be accessed during business hours for emergency services at 649-2367 or call 911.

7. Inmates exhibiting medically concerning physical symptoms due to suspected substance withdrawal should be transported to a medical facility for treatment
8. A naloxone kit should be available in the medical cart for use in case of suspected substance overdose should an inmate becomes obtunded. All jail staff should be educated regarding the use of naloxone kits. 911 should be called any time Naloxone is used as the inmate may become highly agitated after its use.

**7. MENTAL HEALTH:**

**a. POLICY:**

- i. Many persons committed to the Madison County Jail bring with them serious mental problems while others begin to experience such problems after being confined in a facility. This requires close observation and appropriate referral and treatment.
- ii. A prisoner retains their right to dignity when incarcerated. At times the medical problems and security concerns involving a prisoner must be addressed simultaneously to ensure the prisoner's health and dignity and the security of the jail.

b. Inmates will be closely observed and there will be appropriate referral and treatment provided. An inmate may request to talk with the Jail Chaplain or to get in touch with someone associated with mental health.

**c. PROCEDURES:**

- i. If a jail officer observes an inmate exhibiting signs of emotional instability, psychological distress or suicidal tendencies the inmate will be placed under increased surveillance (every 15 minutes) and 911 will be called.
- ii. The inmate will be placed in administrative segregation and the medical provider or RHA will be notified immediately.

**d. SUICIDAL PRECAUTIONS:**

**i. PROCEDURES:**

1. Any inmate who is under increased surveillance due to suicidal tendencies shall have the following items removed from his cell:
  - a. Items with which they could hang themselves, i.e., belts, shoe laces, sheets, towels, wash cloths, blankets, etc.
  - b. Matches and flammable materials
  - c. All sharp objects; (i.e., pens, pencils, razors, etc.) as well as any glass items such as glasses, mirrors, toothbrush, etc.
  - d. Flammable materials such as books, papers, etc.

**e. SYMPTOMS OF MENTAL ILLNESS OR ANXIETY:**

- i. Any inmate suspected of being mentally ill or of being a potential suicide victim must be isolated and observed closely by the jail staff.
- ii. It may become necessary to remove certain items from the cell, such as items listed above in #1(a-d) or any other item with a potential for self-inflicted harm, or any item capable of being used as a weapon.

**f. ANY PRISONER WHO EXHIBITS ANY OF THE FOLLOWING SYMPTOMS MUST BE REFERRED TO A PROVIDER OR RHA AS SOON AS POSSIBLE:**

- i. Hallucinations- e.g., hearing voices, seeing visions, perceiving something that is not there.
- ii. Illusions- misperceiving something that is there-e.g., thinking he is someone else, seeing an object as something it is not.

- iii. Delusions-strange beliefs or ideas, often overly religious or grandiose. May believe people are out to get him, or that thoughts can control others.
- iv. Extreme Hyperactivity- constant moving, talking, inability to sleep for long periods of time.
- v. Withdrawal- very little activity, refusal to eat, speaks or get out of bed.
- vi. Obsessions-persistent thoughts that the person feels he cannot get out of his mind, e.g., thoughts of suicide, harming someone, etc.
- vii. Compulsions-repeated actions (persons feel forced to act in a certain way), e.g., washing hands over and over.
- viii. Phobias- severe, unrealistic fears – person may have increased pulse rate hyperventilation sweating, etc. in the face of a situation not normally frightening.
- ix. Catatonia- unusual rigid posturing; e.g., person stands with arms and legs in a particular position for hours at a time.
- x. Flight of ideas-strange speech, stringing together unrelated topic sand thoughts without apparent order - in any of this type explore the recent and past history of drug and alcohol use and abuse.
- xi. Alcohol, drugs and withdrawal from either can cause many of the same symptoms.

**P. INFECTIOUS DISEASE:**

**a. POLICY:**

The Madison County Jail will manage infectious diseases in the confined environment of the jail through a comprehensive approach which includes referral for testing, appropriate treatment, prevention, education, and infection control measures.

**b. PROCEDURES:**

- i. Inmates, when indicated will receive appropriate training, education, and counseling on contagious disease prevention. Risks of infection will be reduced by universal precautions, work practice controls, appropriate treatment, use of vaccinations, use of personal protection equipment, and other infection control measures. Occupational Safety and Health Administration (OSHA) standards relevant to infectious disease management will be met.
- ii. Should inmates have symptoms of Infectious Disease (i.e. TB, HIV, etc.) ,or answers yes to any communicable disease question on the screening form, the Jail Officer will report the situation to the health department for advisement of containment of communicable diseases.
- iii. The inmate will be housed separately from the general population for the period of his stay or until a medical provider recommends otherwise.

**c. HIV:**

- i. The Madison County Health Department will provide counseling, testing, and referral services for inmates consistent with **CDC's Revised Guidelines for HIV Counseling, Testing, and Referral.**

**d. Other Sexually Transmitted Diseases:**

- i. The Madison County Health Department will provide counseling, testing, and referral services for inmates referred for STD screening consistent with current **North Carolina Sexually Transmitted Diseases Public Health Program Manual, November 2015.**

- ii. The provider will offer screening (if available) and education regarding Hepatitis B and C for any inmate at risk for those infectious diseases and will offer Hepatitis A and Hepatitis B immunizations when available and if desired.
- e. **TUBERCULOSIS (TB):**
- i. The Officer will complete the inmate Tuberculosis and PPD History form at the time of admission to the jail.
  - ii. Any inmate answering yes to the TB history form will not enter the secure part of the Jail until a Medical Provider has determined that the inmate does not have active TB.
  - iii. All inmates will be assessed by a health care professional for clinical signs and symptoms (i.e., weight loss, chronic cough, and hemoptysis) of active pulmonary TB.
  - iv. Inmates with symptoms of TB should be evaluated immediately to rule out the presence of infectious disease and kept in a negative pressure isolation room (a room that provides negative pressure so clean air flows under the door gap into the room and direct exhaust of air from the room to the outside through a filter). If the jail does not have one the inmate should be transported to a facility that has one.
  - v. All newly arrived inmates should have a tuberculin skin test, preferable a two-step testing procedure when obtaining a baseline reading (depending on their length of stay in the facility).
  - vi. In a jail setting, tuberculin skin tests should only be done if incarceration is expected to be for at least 48 hours to see if any reaction occurs.

**Q. FEMALE INMATES:**

**a. POLICY:**

Care for incarcerated women and adolescent females should be provided using the same guidelines as those for women and adolescent females who are not incarcerated, with attention to the increased risk of infectious diseases and mental health problems common to incarcerated populations. All women at risk for pregnancy should be offered a pregnancy test within 48 hours of admission at the Madison County Health Department.

**b. PROCEDURES:**

- i. Intake procedures will include histories on menstrual cycle, pregnancies, gynecologic problems, contraception, current breastfeeding, sexual and physical abuse, and nutritional assessment (ACOG, 2012a).

**c. REFERRAL TO MEDICAL PROVIDER FOR:**

- i. Physical examination—pelvic and breast, Pap test, and baseline mammography referral based on current guidelines. In a jail setting, Pap test and mammography should only be done if there is enough time to obtain results before release
- ii. Laboratory work—STIs, HIV, pregnancy, hepatitis, and tuberculin skin tests based on current guidelines.
- iii. Contraceptive services, including emergency contraception, based on medical need or potential risk of pregnancy.
- iv. Health education on contraception and pregnancy; tobacco, alcohol, and substance abuse cessation; and parenting.
- v. Medication management, suicide prevention, crisis intervention, substance abuse programs, and linkage to social services and community substance abuse programs upon release.

- vi. Inmates who have dependent children should be referred to RHA for counseling on parenting and child custody issues.

**A. PREGNANT INMATES:**

**1. POLICY:**

- a. Early identification of pregnant women upon entry is important to ensure that women receive appropriate prenatal care.
- b. Prenatal care in jail must reflect national standards, including visit frequency with a qualified prenatal care provider, screening and diagnostic tests, and referrals for complications.
- c. Medical staff at the Madison County Health Department will be notified upon intake if an inmate may be pregnant or has recently delivered an infant.
- d. Pregnant inmates are provided with health care, comprehensive counseling, and assistance in keeping with their personal desire regarding a pregnancy.

**2. PROCEDURES:**

- a. Jail staff will speak with the inmate and a provider visit is scheduled.
- b. Upon verification of pregnancy, Medical Staff schedules the inmate for prenatal appointments as directed by the Madison County Health Department Medical Director.
- c. Inmates who are pregnant and diagnosed as chemically addicted are closely monitored by Medical staff and the attending provider for withdrawal symptoms and given the proper treatment providing for the safety of the inmate and her unborn child.
- d. Prenatal care services will be provided through Madison County Health Department or other providers as requested by the inmate and may include but not be limited to:
  - i. Pregnancy Management- Provisions that include pregnancy testing, routine prenatal care and referral for high-risk prenatal care if deemed a high-risk pregnancy, special health care counseling
  - ii. Management of chemically addicted pregnant inmates, comprehensive counseling and assistance
  - iii. Dietary supplements as determined by the attending provider
  - iv. Appropriate nutrition
  - v. Postpartum follow-up
- 3. Incarceration is a time to help women plan for healthy pregnancies upon release, offering preconception counseling that focuses on the risks of substance use, improving nutritional status such as folate supplementation, and optimizing physical and mental health (ACOG, 2012a).
- 4. The medical file will contain documentation of care provided and the outcome of each pregnancy, if carried to term while still incarcerated at the Madison County Jail.
- 5. Because of their high risk of postpartum depression and psychosis, women who deliver while in custody should be screened for and educated about these conditions.
- 6. Medical Providers will offer contraception services in a non-coercive manner while women are in custody and allow women to continue methods they are already on, especially if their incarceration is short term or if the method is for medical reasons. Emergency contraception also needs to be made available to women, especially at intake.

**7. PREGNANCY COMPLICATIONS:**

- a. Complications of pregnancy can arise at any point, such as miscarriage, preterm labor, preeclampsia, and many others. Pregnant women with infections are also at higher risk for progressing to systemic illness due to their relative immunosuppression. The signs and symptoms of these conditions can often be subtle, such as:

- i. Light spotting
- ii. Cramping
- iii. Headaches
- iv. Nausea
- v. Mildly elevated blood pressure

Jail employees must recognize the subtlety of these signs and that they are managed differently in pregnant women.

- b. Many pregnant women experience discomfort including nausea and vomiting, shortness of breath, swelling, and fatigue. Being in jail limits women's abilities to ameliorate their symptoms on their own. Jails should be sensitive in making accommodations to minimize discomfort.
- c. As many as 70% to 85% of women experience nausea and vomiting during pregnancy therefore it is important to enable access to adequate hydration and modified activity.

**8. LABOR AND DELIVERY:**

- a. Pregnant inmates must deliver at an appropriate health care facility.
- b. Labor can be a difficult diagnosis to make and should be made by a qualified health care professional which requires off-site transport for a woman to be evaluated.
- c. While painful, regular uterine contractions are the hallmark signs of active labor, there is no absolute cutoff for frequency of contractions at which labor can be diagnosed. Other signs of labor can be more subtle, such as light vaginal bleeding or vomiting. Preterm labor can be particularly subtle, with mild cramps or back pain indicating preterm labor
- d. Due to the time necessary to arrange transport to a nearby hospital, there is a low threshold to send pregnant inmates out for evaluation of labor when signs or symptoms of labor or ruptured membranes are present. Women with such signs or symptoms of labor must be evaluated expeditiously by someone qualified to assess for labor.

**9. POSTPARTUM:**

- a. Mother-infant attachment is critical for the infant's psychological development and the mother's mental health. Most women who give birth while incarcerated will be separated from their newborns once they are discharged from the hospital. Once a woman returns to the jail, contact visits between the mother and the baby can foster bonding and have a positive impact on the female inmate's well-being.
- b. During the 6-8 week postpartum recovery period, women's bodies undergo physiologic changes; women may experience bleeding, cramping, and pain associated with a vaginal laceration from delivery or healing from a cesarean section. Appropriate accommodations should be made, such as allowing women to rest when needed. Ambulation is an important part of postpartum recovery as it helps prevent deep vein thrombosis and bed rest should be avoided.
- c. Discharge instructions from the hospital, which may include postpartum blood pressure monitoring or diabetes screening, should be adhered to.

**10. MENTAL HEALTH ISSUES:**

- a. Pregnant inmates are at high risk of mental health disorders, ranging from major depression to bipolar disorder and schizophrenia.

## Medical Care Plan, May, 2019

- b. Identifying and treating these women is critical to ensure a healthy pregnancy, a stable mother, and optimal neonatal outcomes. All pregnant incarcerated women should be screened for mental illness.
- c. If a pregnant woman is already taking psychotropic medication, this should be continued as well as continued consultation with medical provider(s).

### R. CHRONIC MEDICAL CONDITIONS:

- a. Inmates with chronic medical conditions will be evaluated by Mercy Urgent Care, the inmate's primary medical provider, or a specialist within a timely manner.
- b. If the patient has had medical evaluations prior to incarceration which would be helpful in the assessment and treatment of the patient, a release of information should be obtained from the patient and the medical records retrieved from the treating institution or provider.
- c. Inmates whose disease process is not well controlled should be monitored through sick call or scheduled appointments between clinic visits.

### S. DIABETES:

#### a. POLICY:

People with diabetes in correctional facilities should receive care that meets national standards.

#### b. PROCEDURES:

- i. Rapid identification of all insulin-treated persons, with diabetes is essential in order to identify those at highest risk for hypoglycemia (low blood sugar) and hyperglycemia (high blood sugar).
  - ii. All insulin-treated inmates should have a capillary blood glucose determination within 1-2 hours of arrival to the jail.
  - iii. Signs and symptoms of low or high blood sugar can often be confused with intoxication or withdrawal from drugs or alcohol.
  - iv. Individuals with diabetes exhibiting signs and symptoms consistent with low blood particularly altered mental status, agitation, combativeness, and sweating, should have finger-stick blood sugar levels measured immediately.
  - v. Patients with a diagnosis of diabetes should have a complete medical history and physical exam by health care provider as soon as possible.
  - vi. It is essential that medication and medical nutrition therapy be continued without interruption upon entry into the jail. Problems either with medication or appropriate nutrition may lead to either severe low or high blood sugar that can rapidly progress to irreversible complications, even death.
  - vii. Adequate fluid and caloric intake must be ensured.
  - viii. Nausea or vomiting accompanied with high blood sugar may indicate a life-threatening condition that requires immediate medical care to prevent complications and death.
- c. **HYPOGLYCEMIA (Low blood sugar):**
- i. Defined as a blood sugar level < 70 mg/dl. Severe low blood sugar is a medical emergency and is often associated with mental status changes that may include the following:
    - 1. Confusion
    - 2. Incoherence
    - 3. Combativeness
    - 4. Lethargy



**5. Seizures**

**6. Coma**

**7. Sweating**

- ii. Should diabetics exhibit the above signs and symptoms check blood sugar immediately.
- iii. Every attempt should be made to check and document blood sugar before treating.
- d. Diabetics must have immediate access to glucose tablets or glucose containing foods from staff.
  - i. In general, 15-20 grams oral glucose will be adequate to treat low blood sugar event. 15 grams of simple carbohydrates commonly used: glucose tablets (follow package instructions) gel tube, 4 ounces (1/2 cup) of juice or regular soda (not diet) 1 tablespoon sugar, honey, or 8 ounces of nonfat or 1% milk, hard candies.
  - ii. Blood sugar test and treatment should be repeated at **15 minute** intervals until blood sugar levels return to normal (>70 mg/dl).
- e. Staff must have glucagon for intramuscular injection to treat severe low blood sugar.
- f. Any episode of severe low blood sugar or recurrent episodes of mild to moderate low blood sugars require reevaluation by medical provider.
- g. **HYPERGLYCEMIA:**
  - i. The signs and symptoms include the following: high blood glucose, high levels of sugar in the urine, frequent urination, increased thirst
  - ii. If exercise and changes in inmate's diet don't work, the doctor may change the amount of medication or insulin or possibly the timing of when you take it.
  - iii. Jail staff must be trained in the recognition, treatment, appropriate referral for hypo- and hyperglycemia, in administering glucagon, exercise, glucose monitoring, nutrition issues including timing of meals and access to snacks.
  - iv. Transferring a patient with diabetes from one facility to another requires a coordinated effort.
  - v. Complete a medical transfer summary to be transferred with the patient.
  - vi. Diabetes supplies and medication should accompany the patient during transfer.
- h. **Glucose Monitoring: The provider must be notified if blood sugar level is outside of a specified range, as determined by the treating provider (e.g., <50 or >350mg/dl).**
  - i. Frequent monitoring of blood glucose levels is an integral component of disease control.
  - ii. The jail will make arrangements for diabetic patients to have access to a glucose monitoring device for routine monitoring of glucose levels. This may be accomplished by making glucometers available where inmates may come to get medications.
  - iii. Patients shall be instructed in the use of glucometers and encouraged to check glucose levels daily. This shall occur under the supervision of a correctional officer to assure the proper disposal of sharps. The jail will be responsible for providing alcohol swabs, gauze and puncture resistant containers for disposal of lancets.
  - iv. Several small cans of juice shall also be maintained in the first aid kit in case of hypoglycemic events.
  - v. A log shall be maintained indicating the name of the patient and the date and time the juice was administered.



Background

General Statute 153A-225 entitled *Medical Care of Prisoners* states that "Each unit that operates a local confinement facility shall develop a plan for providing medical care for prisoners in the facility". This plan must be reviewed annually, approved by the local health director and adopted by the governing body. This medical plan must include a description of the health services available to inmates and various policies and procedures necessary to address the medical needs of inmates.

Purpose

1. To assist the Madison County Jail staff with a plan for the delivery of medical care for the prisoners in the Madison County Jail and to help prevent the spread of contagious diseases.
2. To ensure appropriate medical care for the Madison County inmates to the extent necessary for their health and welfare.
3. To protect the health and welfare of Madison County Jail staff through the prevention of the spread of contagious disease.

Scope

## Madison County Health Department

- a. Madison County Health Department staff will provide screening and follow up for communicable diseases through intake review and screening. The health department will also provide telephone consultation regarding communicable disease issues.
- b. TB skin testing, and screening for Hepatitis C and HIV when appropriate and available.
- c. Consultation and follow-up for communicable disease and implementation of disease prevention measures;
- d. In-service training for jail employees regarding basic health care issues, upon request
- e. Provision of prenatal care for pregnant inmates
- f. Provision of emergency dental care, if needed

## Madison County Jail

- a. Jail staff will complete required health screening forms on all inmates.
- a. Jail staff will provide adequate examination space
- b. Jail staff will ensure safety for health department staff.
- c. Medications at the jail will be kept locked in a secure location
- d. Jail staff will contact Mercy Urgent Care or other health care providers for all inmate health concerns or needs.
- e. Jail staff will be aware of the Jail Health Plan and follow adopted policies and procedures.

**Sisters of Mercy Urgent Care**

- a. Provide medical services for inmates requesting evaluation and treatment from a physician
- b. Provide services to inmates within a timely manner of request from staff at the Madison County jail

**RHA**

- a. Provide mental health assessments to inmates at the Madison County jail as needed
- b. Provide mental health therapy and medications to inmates at the Madison County jail as needed
- c. Provide phone back-up for questions and issues related to mental health concerns

**Madison Pharmacy**

- a. Provide pharmacy services for inmates at the Madison County jail
- b. Deliver medications to the Madison County jail
- c. Fill prescriptions within one business day
- d. Review medication dispensing and MARS

**Reimbursement for Services**

The MCHD will bill for some services to the Madison County Jail.

The Sisters of Mercy Urgent Care will have a contract with the Madison County Jail that outlines the agreement between the two agencies for the provision of medical services.

RHA will have a contract with the Madison County Jail that outlines the agreement between the two agencies for the provision of medical services.

Madison Pharmacy will have a contract with the Madison County Jail that outlines the agreement between the two agencies for the provision of medical services and for reimbursement.

**Program Monitoring**

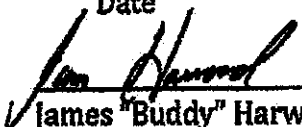
Health department staff will attend educational workshops and updates pertaining to jail health as funds are available. Policies and procedures will be reviewed at least annually by health department and jail staff. In addition, health department and jail staff will meet annually to review the jail health program and the Jail Health Plan prior to local government adoption. Training on special health care topics will be available to jail staff upon request. The Jail Health Team will consist of RHA staff, Mercy Urgent Care staff, Health Department staff and Jail staff. The Team will meet quarterly.

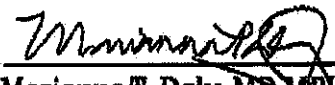
**Memorandum of Understanding  
(MOU)**

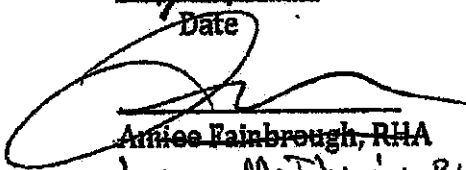
**Between  
The Madison County Health Department  
The Madison County Sheriff's Office  
Sisters of Mercy urgent Care  
Madison Pharmacy  
RHA  
For  
Jail Health Services**


\_\_\_\_\_  
Norris Gentry, Chair  
Madison County  
Board of Commissioners

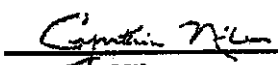
  
\_\_\_\_\_  
Bob Adams DDS, Chair  
Madison County Board of Health

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
James "Buddy" Harwood  
Madison County Sheriff

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Marianna T. Daly, MD MPH, Director  
Madison County Health Department

04/29/2019  
Date  
  
\_\_\_\_\_  
Amice Fainbrough, RHA  
Laura McIlwaine, RHA  
5/20/19  
Date

4/9/2019  
Date  
  
\_\_\_\_\_  
Barbara Chambers,  
Mercy Urgent Care  
5/23/19  
Date

  
\_\_\_\_\_  
Cynthia Niles,  
Madison Pharmacy

5/22/19  
Date



# Welcome to the New-Improved HCCBG Provider Pac

*\*The forms look the same, but the user experience is completely different*

## Quick Summary of Improvements

- ① Electronic copy of workbook limits need to input all new data each year, just what changed.
- ② Workbook is set up to be a 10 year workbook, just select the fiscal year from list on the "Input" worksheet and it populates all required data year.
- ③ Dramatic reduction in keystrokes required! When you enter information now, it automatically forwards the value to the next sheet in that information.
- ④ Calculation formulas are already included throughout, including match calculations.
- ⑤ Useful header information; click on a header row and it describes the field name and how to complete cell or column it labels.
- ⑥ Increased number of service selections available on forms (increased from 8 to 14).
- ⑦ Detail service information by level eliminates requirement of in-home supplement form.
- ⑧ Salary calculation for fractional FTE reduces math errors on 732A1 Labor Distribution Schedule.
- ⑨ Color coding of input cells. If it is tan it is calculated and locked, if it is green it will accept your input.
- ⑩ Entry proof and error checking... if the system detects an error it will pop up a warning message. Need a second look? make sure no error "Proof" worksheet.

## Instructions for use

- ① Read the "instructions" worksheet first. For a video walkthrough of the HCCBG Provider Packet Please click on the link below. GoToMeeting name/email information to register. When video launches please forward through the first 1:30 of the video as the screen is black pricing starting, additionally, the webinar launches in "letterbox" format, to make larger click in the presentation and select the arrows in the top corner.  
<https://attendee.gotowebinar.com/recording/1667454861360868867>
- ② Green cells on Input tab must be completed, they are necessary to populate entire workbook. Provider will not need to complete all cells for the number of unique HCCBG services they provide. Tan cells are formulas, so let the program fill in the values there.
- ③ Navigation through worksheet is left to right, progress through the workbook completing the green shaded cells
- ④ Click on the header cells, the specific instruction on what is necessary to complete the cell will pop up when clicked.
- ⑤ 7321A new feature: Assignable salary is calculated based on the FTE value multiplied by the staff salary. This assigned salary must also Admin or one of the services selected. The "assigned salary" must match the total keyed into green cells, or an error will pop up at the

732A instructions: Click on row descriptors to left and header cells, instruction on how to complete section or column will show. This is it is recommended to review video link above prior to completion. Please check for red error messages that pop up below each sector page.

⑥ In-Home Supplement is hidden as it is no longer required by most AAAs, if your AAA requires it, you will need to right click in the tab art and select unhide from the box that pops up. When clicking on unhide a few worksheet names are selected you will need to select the Supplement Worksheet."

⑦ 732 instructions: Much less to complete here as most cells are populated from the 732A form, must select drop down indicator for dire service, and HCCBG clients anticipated to be served. If you are an adult day care or adult day health provider, please populate the adm bottom of the page, those cells are not automatically filled.

⑧ 733 instructions: Complete green shaded text box with narrative on outreach activities you have implemented or plan to pursue.

⑨ 734 form Instructions (Standard Assurances and Client Rights Assurances): Read it, sign it and submit.

⑩ Proof Sheet: will display known calculation errors or questions. Please use this form to check for internal consistency and discuss issue: staff. Errors are displayed with a specific message, and value of calculated variance is to the right of the message.

⑪ Save a copy of your file, and submit an electronic copy to the county and/or COG. A signed copy of the forms is also required, but pleas forms are not printer friendly as the forms are wider to incorporate a wider service selection.

⑫



State Fiscal Year:

SFY 2019-2020

Provider Name:

Madison County Community Services

Address Line 1:

462 Long Branch Road

Address Line 2:

Marshall, NC 28753

County:

MADISON

Area Agency on Aging:

Land of Sky Regional Council

Please Select Services to Be Delivered

Transportation (Medical)
Transportation (General)
Congregate Nutrition
Home Delivered Meals
In-Home Aide-Level I - Home Management
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->
REQUIRES INPUT TO POPULATE WORKBOOK-->

	Federal/State	Local Match
\$	15,910	\$ 1,768
\$	15,910	\$ 1,768
\$	65,000	\$ 7,223
\$	65,000	\$ 7,223
\$	85,000	\$ 9,445
\$		\$ -
\$		\$ -
\$		\$ -
\$		\$ -
\$		\$ -
\$		\$ -
\$		\$ -
\$		\$ -

Comparison of Fed/State Funding a.

Prior Yr. Funding	Prior Year Rate
\$ 8,362	\$ 27,4500

Service

Transportation (Medical)



<<--Local Match will need to be broken out by source (Cash/in-Kind) on 732A Svc Cost Computation Form  
 <<--Local Match will need to be broken out by source (Cash/in-Kind) on 732A Svc Cost Computation Form  
 <<--Local Match will need to be broken out by source (Cash/in-Kind) on 732A Svc Cost Computation Form  
 <<--Local Match will need to be broken out by source (Cash/in-Kind) on 732A Svc Cost Computation Form  
 <<--Local Match will need to be broken out by source (Cash/in-Kind) on 732A Svc Cost Computation Form

--	--

**nd Rates vs. Prior Year**

Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
\$ 15,910	35.6889	\$ 7,548	\$ 8.2389















DAAS-733  
(Rev. 2/19)

**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2019 through June 2020

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Madison County Community Services

County: MADISON

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Madison County Community Services is located in a large geographic rural community. There are 8 Active Living Centers, through out our 497 square miles of mountians, that provide programming and 1000 meals a week to our Senior Citizens. We provide In Home Aide Services to \_\_\_ home bound individuals. Madison County Transportation Authority provides General and Medical Transportation to 100 individuals. We use the local paper and local radio station to let folks know about our services. We work with the local faith community and find that the word of mouth is our best testament to the programs we provide to our Senior Citizens. Due to the nature of the program requirements we target those over the age of 60 years. 95% of our clients are at the poverty level and we work to connect services to them from Madison County Community Services and other local resources. We attend local health fairs, community events and work with our local Ombudsman to connect services with those in our target population. We have quarterly meetings with our Active Living Centers' board, Council on Aging and every other month meetings with our Transportation Advisory Board. The daily visiability of our MCTA vans driving in the community also brings folks to our programs. These meetings and advertising on the side of the MCTA vans helps get our mission and programming information into the community. We also work with Madison County Department of Social Services and Madison County Health Department to spread the word about medical transportation and education about medical trends in the Aging Community. We provide twice monthly medical information at all our meals sites and create "Healthy Active Living" programs with exercise programs, balance training and fall prevention daily at the sites. On a very limited budget we work to spread the information to all Senior Citizens in Madison County through creative events and information.

July 2019 through June 2020

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

Madison County Community Services agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdihhs.gov/aging/monitor/mpolicy.htm>.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting -- All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
  - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13.

Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

---

(Authorized Signature)

(Date)

## **Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights**

**For**

### **Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and

- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Madison County Community Services

Name of Agency Administrator: Dee Heinmuller

Signature: \_\_\_\_\_

(Please return this form to your Area Agency on Aging and retain a copy for your files.)



## CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

program in particular.

14. You have the right to be fully informed about other services provided by this agency.

# Internal Consistency Checks

## Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

	OK	Difference
Transportation (Medical)	OK	-
Transportation (General)	OK	-
Congregate Nutrition	OK	-
Home Delivered Meals	OK	-
In-Home Aide-Level I - Home Management	OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-

## 732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for St 0 \$

**NC Office of State Human Resources  
2019 - 2020 Salary Plan Reporting Form  
(for County DSS and Public Health)**

Name of Jurisdiction County of Madison  
 Name of Individual Completing Form Marla Gouge  
 Title Payroll & Benefits Coordinator  
 Phone Number (828) 649-2854, ext 5  
 E-Mail Address of Pay Plan Contact Person mgouge@madisoncountync.gov  
 Effective Date of Pay Plan 1. July 1, 2019  
 Amount of Increase in Schedule 2. \$1,000 maximum only  
 Amount of Increase given to Employees 3. \$0

4. Agencies covered by this salary plan: Social Services     

Total # DSS Positions	55
Total # PH Positions	41
Total # MH Positions	

  
 Public Health       
 Mental Health     

5. With the exception of employees in trainee status, the salaries of all SPA employees must be between the minimum and the maximum of the assigned range.  
 Does your jurisdiction meet this requirement?  Yes  No  
 If "No", please explain. \_\_\_\_\_

6. Are the salaries of all employees in trainee status below the minimum rate for the full class?  Yes  No
7. Has your Area, District Board, or Board of Commissioners approved the plan?  Yes  No
8. Do all pay rates reflected on your salary schedule meet the State minimum wage of \$7.25?  Yes  No
9. Have you attached a copy of your approved salary schedule?  Yes  No

**You must answer "Yes" to questions 6, 7, 8 and 9, before submitting your form.**

**2019 - 2020 LOCAL SALARY PLAN**

Please enter the salary grade you have assigned your jurisdiction's SPA classes in the block labeled "County Grade." Only those classes in use, or which you anticipate needing this fiscal year should be included.

Please verify that the required pay grade relationships have been maintained within Occupational Groupings. This can be done by subtracting the number in the State SG column from the number in the County SG column. If you have entered your salary schedule information in the Local Government Salary Plan spreadsheet these numbers will populate automatically. **The numbers in the "Rel Dif" column must be identical for each class you are reporting within the same occupational grouping.** The separate occupational groups are differentiated by bold lines to assist you in identifying classes having required relationships.

The following sections should be completed, listing salary grades (or minimum salary rates) assigned to your **County Social Services, Local Health and Area Mental Health Directors, and Human Services Deputy Director** positions:

**Social Services Jurisdictions**

10. Title of the highest level class supervised by County Social Services Director, excluding **Human Services Deputy Director and the Attorney series**: \_\_\_\_\_  
Social Work Program Manager
11. Grade of highest level supervised 74 12. Minimum Rate \$39,543
13. Grade of County Social Services Director (if app) 79 14. Minimum Rate \$55,110
15. Subtract line 12 from line 14. \$15,567 16. Divide by line 12. 39 %
17. Is the resulting answer between 20% and 60% (X) Yes ( ) No  
**You must answer "Yes" to question 17 before submitting your form.**

**Single and Multi-County District Health Jurisdictions**

18. Title of the highest level class supervised by Local Health Director, excluding **Physicians, Physician Extenders, Pharmacists, Dentists and Human Services Deputy Director**:  
Director of Nursing Services I
19. Grade of highest level supervised 77 20. Minimum Rate \$44,896
21. Grade of Local Health Director (if app) 79 22. Minimum Rate \$55,110
23. Subtract line 20 from line 22. \$10,214 24. Divide by line 20. 23 %
25. Is the resulting answer between 20% and 60% (X) Yes ( ) No  
**You must answer "Yes" to question 25 before submitting your form.**

**Single and Multi-County Area Mental Health Jurisdictions**

26. Title of the highest level class supervised by Dir. of MH, excluding **Physicians, Physician Extenders, Pharmacists and Human Services Deputy Director**. (Jurisdictions have the option of also excluding Psychology classes for which a Ph.D. in Psychology is required): \_\_\_\_\_
27. Grade of highest level supervised \_\_\_\_\_ 28. Minimum Rate \_\_\_\_\_
29. Grade of Mental Health Director (if app) \_\_\_\_\_ 30. Minimum Rate \_\_\_\_\_
31. Subtract line 28 from line 30. \_\_\_\_\_ 32. Divide by line 28. \_\_\_\_\_ %
33. Is the resulting answer between 20% and 60% ( ) Yes ( ) No

**Social Services, Public Health and Area Mental Health Jurisdictions:**

34. Title of the Director class under which Human Services Deputy Director serves:  
Public Health
35. Grade of highest level supervised by Director 77 36. Minimum Rate \$44,896
37. Grade of HSDD 78 38. Minimum Rate \$50,978
39. Subtract line 36 from line 38. \$6,082 40. Divide by line 36. 14 %
41. Is the resulting answer between 10% and 40% (X) Yes ( ) No  
**You must answer "Yes" to question 41 before submitting your form.**

**CERTIFICATION OF SALARY PLAN**

---

**Single Reporting Jurisdictions**

I hereby certify that the attached salary plan submitted for Madison County, is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. I further certify that I am the authorized official.

(Electronic signatures are acceptable.)

Signature of Authorized Official \_\_\_\_\_

Title Chairman, Board of Commissioners Date \_\_\_\_\_

---

**Multi-County Area Mental Health AND District Health Jurisdictions**

42. Does your pay plan exceed the highest paying member county in your Area? ( ) Yes ( ) No
43. If "yes", have you received authorization from all counties in the area to exceed? ( ) Yes ( ) No

**You must answer "Yes" to question 43 before submitting your form.**

---

If you answered "No" to question 42, please complete as follows: I hereby certify that the attached salary plan submitted for \_\_\_\_\_ Area Mental Health or District Health, is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. (Electronic signatures are acceptable.)

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

---

If you answered "Yes" to questions 42 and 43, please complete as follows: We, the Area Mental Health or District Health Board Chairperson, and the Chairperson of the Board of County Commissioners of each member county; or the County Commissioner Representative on the Area Mental Health or District Health Board (acting on behalf of their respective Boards of County Commissioners in authorizing that the Area or District Health pay plan may exceed that of the highest paying county); hereby certify that the attached salary plan submitted for \_\_\_\_\_ Area Mental Health or District Health is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. (Electronic signatures are acceptable.)

Jurisdiction \_\_\_\_\_ County \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Title Area Board Chairperson Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

County \_\_\_\_\_ County \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

County \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

County \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

County \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

County \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

---

If you need assistance, please contact your assigned HR Consultant (see LG Contacts Listing on OSHR website).

**PLEASE E-MAIL THIS COMPLETED REPORTING FORM WITH THE ELECTRONIC SIGNATURES BY JULY 20, 2018 TO:**

e-mail: [localsalary.plans@nc.gov](mailto:localsalary.plans@nc.gov)

## Salary Schedule Tables

This enters your 40-hr week salaries or converts your 37 1/2-hr week salaries prior to its entry in the pay plan.

**Step 1:** >>

Enter Salary Grade Information

**Step 2:**

Click the White Box if You Need to Select a 37 1/2-hr Work Week

>>

**Step 3:**

*These Values Will Appear on Your Salary Plan*

If your Physicians Schedule is different is from the State schedule or is not in your regular schedule, enter it, also.

**COUNTY/ENTITY NAME: MADISON COUNTY**

Salary Schedule Entry Table enter data below			
Min Salary	Max Salary	County Grade	County Grade
19249	24656	50	50
19288	25494	51	51
19333	26378	52	52
19379	27261	53	53
19423	28215	54	54
19843	29157	55	55
20516	30227	56	56
21192	31355	57	57
21881	32511	58	58
22639	35116	59	59
23425	35931	60	60
24283	37791	61	61
25126	37814	62	62
26039	39216	63	63
26966	40731	64	64
27938	42371	65	65
28990	44050	66	66
30129	45857	67	67
31268	47774	68	68
32476	49692	69	69

Select A Work Week  
40 Hour

Computed Salary Schedule			
Min Salary	Max Salary	County Grade	County Grade
19249	24656	50	50
19288	25494	51	51
19333	26378	52	52
19379	27261	53	53
19423	28215	54	54
19843	29157	55	55
20516	30227	56	56
21192	31355	57	57
21881	32511	58	58
22639	35116	59	59
23425	35931	60	60
24283	37791	61	61
25126	37814	62	62
26039	39216	63	63
26966	40731	64	64
27938	42371	65	65
28990	44050	66	66
30129	45857	67	67
31268	47774	68	68
32476	49692	69	69



COUNTY/ENTITY NAME: MADISON COUNTY

Salary Schedule Entry Table		
enter data below		
33,811	51,815	70
35,132	51,931	71
36,493	54,076	72
37,942	56,272	73
39,543	58,801	74
41,258	61,316	75
42,986	63,966	76
44,896	66,734	77
50,973	75,788	78
55,110	81,852	79
59,242	87,916	80
63,374	93,981	81
67,505	100,045	82
71,637	106,109	83
75,769	112,173	84
79,901	118,237	85
84,033	124,301	86
88,165	130,365	87
92,297	136,429	88
96,429	142,493	89

Computed Salary Schedule		
33811	51815	70
35132	51931	71
36493	54076	72
37942	56272	73
39543	58801	74
41258	61316	75
42986	63966	76
44896	66734	77
50978	75788	78
55110	81852	79
59242	87916	80
63374	93981	81
67505	100045	82
71637	106109	83
75769	112173	84
79901	118237	85
84033	124301	86
88165	130365	87
92297	136429	88
96429	142493	89

**MADISON COUNTY  
MONTHLY FINANCIAL REPORT**

**We are 91.67% of the way through the FY19 budget.**

**Bank balances at May 31, 2019 are as follows:**

	Unrestricted	Restricted
General Fund	\$ 1,015,619.66	
Debt Service Fund	\$ 204,173.20	
Capital Outlay Fund	\$ 325,967.49	(Includes funds for new voting machines)
Capital Management	\$ 7,040,413.44	
Occupancy Tax Fund		\$ 63,186.34
Revaluation Fund		\$ 280,952.42
Tourism Development		\$ 468,450.63
Automation Fund		\$ 155,686.96
Drug Seizure Fund		\$ 20,087.90
Inmate Trust Fund		\$ 23,798.13
Soil & Water Conservation		\$ 92,394.53

**Total of All Accounts:      \$ 8,586,173.79    \$ 1,104,556.91**

New Jail Loan	\$ -
Cooperative Extension Loan	\$ -
School Debt Service	\$ -
40-42 Set Aside for Schools	\$ (1,501,172.92)
Unspent Grant/Restricted F	\$ (1,259,532.04)
Medicaid Cost Settlement	\$ (578,082.22)
Encumbered Amounts	\$ (1,029,388.94)

**Total Unassigned and  
Unrestricted Bank  
Balances                      \$ 4,217,997.67**

	General	Landfill	911	Total
<b>Unassigned and Unrestricted totals by</b>	<b>\$ 3,228,587.43</b>	<b>\$ 782,150.34</b>	<b>\$ 207,259.90</b>	<b>\$ 4,217,997.67</b>

Notes:

- Occupancy Tax Fund - Balance is low because every quarter you must give 97% of the receipts to the TDA and 3% to the county.

**MADISON COUNTY  
MONTHLY FINANCIAL REPORT**

**SUMMARIES:**

Percentage of budget at May 31, 2019 is:

<b>All Funds:</b>	<b>YTD</b>	<b>Amended Budget</b>	<b>% OF BUDGET</b>
Revenues	\$ 23,112,499.79	\$ 28,273,770.50	81.75
Expenditures	\$ 23,187,633.57	\$ 28,273,770.50	82.01

<b>General Fund</b>	<b>MTD</b>	<b>YTD</b>	<b>Encumbered</b>	<b>% OF BUDGET</b>	<b>YEAR TO DATE 5/18</b>
Revenues to Date:	\$ 1,669,907.61	\$ 21,094,446.87		81.25	\$ 20,374,817.16
Expenditures to Date:	\$ 2,625,591.17	\$ 21,202,343.37	\$ 957,416.88	81.66	\$ 20,168,259.80
Gain/Loss to Date:	\$ (955,683.56)	\$ (107,896.50)			\$ 206,557.36
Contingency	\$ 79,491.49				

<b>Landfill</b>	<b>MTD</b>	<b>YTD</b>	<b>Encumbered</b>	<b>% OF BUDGET</b>	<b>YEAR TO DATE 5/18</b>
Revenues to Date:	\$ 44,433.23	\$ 1,844,801.02		87.72	\$ 1,955,909.65
Expenditures to Date:	\$ 250,962.74	\$ 1,843,841.10	\$ 67,232.06	87.67	\$ 1,680,386.54
Gain/Loss to Date:	\$ (206,529.51)	\$ 959.92			\$ 275,523.11
Contingency	\$ 24.34				

<b>911 Emergency Telephone Services</b>	<b>MTD</b>	<b>YTD</b>	<b>Encumbered</b>	<b>% OF BUDGET</b>	<b>YEAR TO DATE 5/18</b>
Revenues	\$ 17,325.19	\$ 173,251.90		83.33	\$ 199,107.70
Expenditures	\$ 12,825.90	\$ 141,449.10	\$ 4,740.00	68.04	\$ 170,522.22
Gain/Loss	\$ 4,499.29	\$ 31,802.80			\$ 28,585.48
Contingency	\$ -				

**MADISON COUNTY  
MONTHLY FINANCIAL REPORT**

**GENERAL FUND:**

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 5/18
Vehicle Tax	\$ 86,114.27	\$ 799,274.76	84.13	\$ 751,232.05
Overages/Underages	\$ 0.52	\$ 10.48		\$ (7.31)
Ad Valorem Tax Interest	\$ 16,352.36	\$ 122,241.23	89.97	\$ 245,308.69
Late Listing Fee	\$ 1,411.34	\$ 18,816.00	106.53	\$ 11,647.53
Legal Fees				\$ 1,490.00
2003 Ad Valorem Tax	\$ 232.35	\$ 232.35	185.88	\$ 341.15
2004 Ad Valorem Tax	\$ 76.17	\$ 194.88	155.90	\$ 738.61
2005 Ad Valorem Tax	\$ 24.90	\$ 122.03	122.03	\$ 694.67
2006 Ad Valorem Tax	\$ 19.36	\$ 373.99	103.89	\$ 966.72
2007 Ad Valorem Tax	\$ 215.61	\$ 1,354.50	107.50	\$ 1,926.64
2008 Ad Valorem Tax	\$ 105.18	\$ 2,314.65	34.30	\$ 11,275.92
2009 Ad Valorem Tax	\$ 130.31	\$ 2,925.89	97.53	\$ 18,471.62
2010 Ad Valorem Tax	\$ 307.69	\$ 3,082.30	60.57	\$ 25,917.98
2011 Ad Valorem Tax	\$ 559.31	\$ 4,028.35	77.55	\$ 35,165.82
2012 Ad Valorem Tax	\$ 1,195.87	\$ 8,297.75	80.73	\$ 43,582.74
2013 Ad Valorem Tax	\$ 1,711.69	\$ 11,979.52	76.53	\$ 48,330.56
2014 Ad Valorem Tax	\$ 1,876.60	\$ 15,604.26	82.21	\$ 70,450.20
2015 Ad Valorem Tax	\$ 2,238.30	\$ 32,081.07	89.07	\$ 119,517.73
2016 Ad Valorem Tax	\$ 5,260.85	\$ 63,767.98	76.88	\$ 228,428.72
2017 Ad Valorem Tax	\$ 13,466.23	\$ 192,128.93	102.77	\$ 9,927,572.83
2018 Ad Valorem Tax	\$ 62,386.57	\$ 9,897,600.88	97.85	\$ 2,087.74
2019 Ad Valorem Tax	\$ 973.38	\$ 24,695.69		\$ -
Collection Fees: Marshall		\$ 1.81	90.50	\$ 3.93
Collection Fees: Mars Hill		\$ 0.10	20.00	\$ 1.33
Collection Fees: Hot Springs				\$ 2.03
Sale of Tax Maps	\$ 175.00	\$ 790.75	121.65	\$ 363.80
Tax Office Copies	\$ -	\$ -		\$ 70.50
Returned Check Fees	\$ -	\$ 630.08	63.01	\$ 232.12
Refunds/Overpayment of T	\$ 384.36	\$ 8,631.84		\$ 1,743.93
Contra: Returned Check	\$ -	\$ (1,732.82)		\$ 16,600.00
Sale of Foreclosed Property	\$ -	\$ 221,425.95	99.67	\$ (8,157.33)
Contra: Foreclosed Property Expenses	\$ -	\$ (43,282.05)	99.70	\$ (11,732.27)
Sales Tax/Video Programmi	\$ -	\$ 7,978.94	49.87	\$ 8,207.34
Sales Tax	\$ 292,998.62	\$ 2,625,972.72	67.41	\$ 2,310,465.81
Gas Tax Refund/State	\$ -	\$ 16,844.57	73.24	\$ 15,983.28
Payment in Lieu of Taxes	\$ -	\$ 4,642.08	3.72	\$ 4,424.81
Forest Service Timber Sales	\$ -	\$ 9,606.05	100.00	\$ 10,520.87
Clerk of Court	\$ 9,155.90	\$ 70,950.56	77.12	\$ 60,645.37
Board of Elections	\$ -	\$ 200.91	83.71	\$ 12,723.50
Register of Deeds	\$ 41,101.50	\$ 297,164.75	93.84	\$ 282,468.25
Sheriff's Department	\$ 62,338.06	\$ 488,383.25	77.95	\$ 478,351.46
Emergency Management	\$ -	\$ 38,524.12	98.82	\$ 39,641.48
Inspections	\$ 9,632.00	\$ 138,464.56	80.00	\$ 155,749.00
Animal Control	\$ 989.68	\$ 25,159.69	82.90	\$ 27,842.11
Transportation	\$ 41,425.04	\$ 348,279.60	44.01	\$ 323,790.81
Cooperative Extension Serv	\$ -	\$ 3,275.00	86.18	\$ 4,105.00
Soil & Water Conservation	\$ -	\$ 15,821.93	52.55	\$ 9,987.00
Grant Revenues/JCPC/DJJD	\$ 33,076.85	\$ 129,587.48	42.84	\$ 186,207.09
Health Department	\$ 129,695.21	\$ 1,725,837.70	77.86	\$ 1,552,223.14
Medicaid Hold Harmless Ta	\$ -	\$ 40,032.69	100.00	\$ -
Social Services	\$ 352,546.79	\$ 1,867,820.30	82.97	\$ 1,730,376.60

**MADISON COUNTY  
MONTHLY FINANCIAL REPORT**

Department	MTD	YTD	% OF BUDGET	YEAR TO DATE 5/18
AFDC				\$ 31.03
Child Support Enforcement	\$ 4,381.95	\$ 108,267.10	68.69	\$ 107,539.45
Foster Care	\$ 58,335.95	\$ 740,429.79	68.69	\$ 931,401.66
Medicaid	\$ -	\$ 370.00	740.00	\$ 355.39
Adoption	\$ -	\$ 9,105.00	11.14	\$ 27,150.00
In Home Aides	\$ 7,944.35	\$ 66,518.35	76.03	\$ 54,585.70
Beech Glen Center	\$ 772.00	\$ 8,756.00	87.56	\$ 9,040.97
Nutrition	\$ 15,754.90	\$ 143,115.25	82.93	\$ 135,052.91
State Lottery Funds/Educat	\$ 184,500.00	\$ 184,500.00	42.46	\$ -
Library	\$ 7,173.25	\$ 92,655.11	73.05	\$ 148,409.11
Parks & Recreation	\$ -	\$ 9,960.00	77.15	\$ 6,545.00
Interest Earned	\$ 54.69	\$ 114,653.28	109.19	\$ 69,898.16
Rent of County Property	\$ 4,775.00	\$ 61,961.64	88.14	\$ 61,375.00
Finance/Other	\$ -	\$ 8,904.02	72.69	\$ 7,628.29
Miscellaneous Income	\$ -	\$ 85,073.63	108.82	\$ 55,002.46
Fund Transfer In	\$ -			\$ 2,820.46
Transfer In - Fund 23 CDBG				
Transfer In - Fund 38 QSCB	\$ 218,037.65	\$ 218,037.65	100.00	\$ -
<b>Totals</b>	<b>\$ 1,669,907.61</b>	<b>\$ 21,094,446.87</b>	<b>81.25</b>	<b>\$ 20,374,817.16</b>

**GENERAL FUND EXPENDITURES**

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 5/18
Governing Body	\$ 10,109.26	\$ 96,362.55	\$ 65.00	91.77	\$ 161,002.51
Finance Office	\$ 52,625.01	\$ 460,625.11	\$ 18,792.50	79.48	\$ 502,928.35
Tax Collector	\$ 20,424.67	\$ 222,213.36	\$ 42,670.40	75.43	\$ 205,974.42
Tax Supervisor	\$ 18,020.44	\$ 155,850.27	\$ 27.27	64.81	\$ 215,261.86
Land Records	\$ 13.00	\$ 18,485.49	\$ 65.00	94.47	\$ 56,941.11
Professional Services	\$ -	\$ -	\$ 40,000.00	-	\$ -
Court Facilities	\$ 1,104.00	\$ 9,580.90	\$ 10,694.00	48.15	\$ 7,308.68
Board of Elections	\$ 107,942.73	\$ 304,637.78	\$ 27,003.37	85.46	\$ 226,626.62
Register of Deeds	\$ 30,243.09	\$ 245,952.18	\$ 11,877.92	88.67	\$ 239,258.05
Register of Deeds- Automal	\$ -	\$ 11,000.00	\$ -	100.00	\$ 11,000.00
Maintenance	\$ 51,916.64	\$ 430,779.43	\$ 2,107.76	88.29	\$ 289,715.09
Sheriff's Department	\$ 370,279.37	\$ 2,886,170.95	\$ 46,953.44	89.10	\$ 2,746,379.87
Emergency Management	\$ 8,521.54	\$ 47,425.24	\$ 98.20	67.40	\$ 49,783.49
911 Dispatchers	\$ 50,282.18	\$ 524,880.52	\$ 1,058.50	86.00	\$ 379,418.98
Fire Contract/Forest Service	\$ 7,505.64	\$ 49,561.55	\$ 43,595.45	53.20	\$ 53,365.05
Inspections	\$ 29,185.32	\$ 253,931.44	\$ 6,429.88	86.00	\$ 190,995.42
Economic Development	\$ 8,650.43	\$ 26,845.35	\$ 6.50	19.67	\$ 90,351.58
Medical Examiner	\$ 1,950.00	\$ 11,900.00	\$ -	95.20	\$ 6,700.00
Ambulance Service Contrac	\$ 93,889.00	\$ 1,032,779.00	\$ 93,891.00	91.67	\$ 1,002,694.00
Animal Control	\$ 37,526.12	\$ 269,134.85	\$ 110.50	90.58	\$ 234,968.28
Transportation - Admin	\$ 15,332.15	\$ 93,478.40	\$ -	74.10	\$ 89,773.15
Transportation - Operating	\$ 45,294.77	\$ 381,339.34	\$ 116.16	87.88	\$ 314,809.65
Transportation - Capital Ou	\$ -	\$ -	\$ 254,017.00	-	\$ -
Transportation - EDTAP	\$ 785.25	\$ 7,262.90	\$ -	14.25	\$ 13,916.60
Planning & Development	\$ -	\$ 72,276.24	\$ -	44.47	\$ 71,076.08
Information Technology	\$ 13,313.73	\$ 155,730.69	\$ 39.00	85.03	\$ 158,775.88
Cooperative Extension	\$ 21,673.70	\$ 227,883.64	\$ -	84.04	\$ 212,380.63
Soil & Water	\$ 13,001.63	\$ 113,366.26	\$ 26.00	89.90	\$ 109,366.00
Health Department	\$ 511,276.22	\$ 2,735,554.38	\$ 13,273.79	87.58	\$ 2,366,737.66

**MADISON COUNTY  
MONTHLY FINANCIAL REPORT**

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 5/18
Smart Start	\$ 5,559.08	\$ 45,782.77	\$ -	88.30	\$ 48,405.11
Management Admin.	\$ 40,191.42	\$ 191,090.18	\$ 17,991.38	45.48	\$ 129,416.85
Social Services	\$ 279,779.33	\$ 2,441,324.78	\$ 15,550.00	81.07	\$ 2,499,460.61
AFDC		\$ 5,192.61	\$ -	64.91	\$ 5,278.18
Child Support	\$ 9,662.21	\$ 89,285.92	\$ 3,270.90	70.07	\$ 93,070.96
Special Assistance	\$ 9,362.00	\$ 114,837.50	\$ -	63.28	\$ 137,199.50
State Foster Care	\$ 54,573.87	\$ 460,888.45	\$ -	55.05	\$ 702,206.73
IV-E Foster Care	\$ 41,625.53	\$ 579,720.07	\$ -	79.69	\$ 613,669.75
Medical Assistance Program	\$ 60.00	\$ 140.00	\$ -	4.67	\$ 730.00
Adoption Assistance	\$ 17,373.90	\$ 110,976.14	\$ -	77.78	\$ 82,465.96
Crisis Intervention	\$ 4,375.31	\$ 166,413.38	\$ -	58.09	\$ 170,244.62
In Home Aides	\$ 17,745.34	\$ 166,699.95	\$ 13.00	88.44	\$ 188,232.01
Nutrition	\$ 37,441.17	\$ 300,284.42	\$ 22,543.46	81.53	\$ 306,370.64
Education	\$ 467,418.05	\$ 3,611,991.05	\$ 273,312.00	87.35	\$ 3,342,402.28
A-B Technical College	\$ 9,375.00	\$ 103,125.00	\$ 9,375.00	91.67	\$ 103,125.00
Bank Charges	\$ 1,413.96	\$ 15,797.82	\$ -	131.65	\$ 14,183.03
Library	\$ 44,244.99	\$ 408,669.51	\$ 266.50	74.82	\$ 499,428.44
Parks & Recreation	\$ 9,206.79	\$ 98,476.35	\$ 26.00	86.91	\$ 87,692.16
Debt Services	\$ 53,333.33	\$ 1,275,311.65	\$ 2,150.00	93.74	\$ 963,000.33
Debt Services interest	\$ 1,984.00	\$ 171,328.00	\$ -	100.00	\$ 171,348.17
Fund Transfer In/ Landfill &	\$ -	\$ -	\$ -	0.00	\$ 2,820.46
Fund Transfer Out/Revalua	\$ -	\$ -	\$ -	0.00	\$ -
<b>TOTALS</b>	<b>\$ 2,625,591.17</b>	<b>\$ 21,202,343.37</b>	<b>\$ 957,416.88</b>	<b>81.66</b>	<b>\$ 20,168,259.80</b>

**LANDFILL FUND**

REVENUES	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 5/18
Transfer From Fund Balanc	\$ -	\$ -		0.00	\$ -
Landfill Miscellaneous Fees	\$ 45.14	\$ 560.44		280.22	\$ 643.55
Returned Check Fees	\$ -				
Surplus Property Proceeds	\$ -				\$ 36,097.00
State Tire Disposal Fee	\$ 7,337.70	\$ 22,875.40		114.38	\$ 21,458.96
Local Tire Disposal Fee	\$ 43.00	\$ 599.60		149.90	\$ 518.00
White Goods Tax	\$ -	\$ 4,729.96		78.83	\$ 11,949.05
Sale of White Goods	\$ -	\$ 14,288.80		89.31	\$ 15,453.56
Household Hazardous Wast	\$ 258.00	\$ 1,300.82		108.40	\$ 1,491.87
Temporary Disposal Cards	\$ 3,080.00	\$ 27,112.50		112.97	\$ 24,030.00
Duplicate Disposal Cards	\$ 50.00	\$ 875.00		72.92	\$ 1,360.00
Landfill Disposal Cost Fees	\$ 2,925.37	\$ 94,431.40		78.69	\$ 106,229.66
Landfill Sale of Recyclables	\$ 1,927.38	\$ 41,278.70		68.80	\$ 52,902.27
Nuisance Tires	\$ -	\$ -		-	\$ 5,659.14
Disposal Cards	\$ 19,944.71	\$ 1,560,882.15		97.89	\$ 1,611,962.69
Construction Demolition	\$ 4,399.26	\$ 55,569.22		92.62	\$ 41,890.59
Solid Waste Disposal Distr	\$ 4,414.00	\$ 12,966.53		117.88	\$ 11,910.28
Grant/State					
Electronics Management	\$ -	\$ 1,389.33		36.56	\$ 1,754.40
Electronics (County)	\$ -	\$ 5,847.50		134.35	\$ 10,505.00
Interest	\$ 8.67	\$ 93.67		-	\$ 93.63
<b>Totals</b>	<b>\$ 44,433.23</b>	<b>\$ 1,844,801.02</b>	<b>\$ -</b>	<b>87.72</b>	<b>\$ 1,955,909.65</b>

**MADISON COUNTY  
MONTHLY FINANCIAL REPORT**

<b>EXPENSES:</b>	<b>MTD</b>	<b>YTD</b>	<b>Encumbered</b>	<b>% OF BUDGET</b>	<b>YEAR TO DATE 5/18</b>
Landfill	\$ 233,583.71	\$ 1,650,850.05	\$ 66,587.63	88.43	\$ 1,476,433.08
Recycling	\$ 14,205.88	\$ 166,737.15	\$ -	80.36	\$ 182,337.76
Scrap Tires	\$ 3,135.76	\$ 25,948.52	\$ 644.43	91.05	\$ 21,353.48
White Goods Closure/Post Closure	\$ 37.39	\$ 305.38	\$ -	101.79	\$ 262.22
<b>Totals</b>	<b>\$ 250,962.74</b>	<b>\$ 1,843,841.10</b>	<b>\$ 67,232.06</b>	<b>87.67</b>	<b>\$ 1,680,386.54</b>

TR-304 Bill Release Report

Date run: 6/6/2019 5:11:13 PM  
 Data as of: 6/5/2019 7:37:45 PM

Report Parameters:

Release Date Start: 4/25/2019  
 Release Date End: 5/31/2019  
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount  
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000000259-2018-2018-0000-00-REG	JENKINS, ALESHIA NICOLE	8/15/2018	Removal of SW	5/30/2019	242.57	160.00	82.57
0000004995-2018-2018-0000-00-REG	CHANDLER, RICKY NEIL	8/15/2018	Removal of SW	5/29/2019	1,050.43	574.00	476.43
0000011325-2018-2018-0000-00-REG	WILSON, KENNY JOE	8/15/2018	Adjustment	5/8/2019	442.64	193.55	249.09
0000020994-2018-2018-0000-00-REG	BLACKWELL, JESSE ALLEN	8/15/2018	Removal of SW	5/6/2019	348.53	160.00	188.53
0000356207-2017-2017-0000-00-REG	WILSON, KENNY JOE	8/15/2017	Adjustment	5/8/2019	442.64	33.55	409.09
0000356207-2017-2017-0000-00-REG	WILSON, KENNY JOE	8/15/2017	Removal of SW	5/8/2019	409.09	160.00	249.09
0000568832-2019-2015-0001-00-REG	ENGLISH, HARVEY G.	4/25/2019	Adjustment	4/25/2019	199.86	66.62	133.24
0000568832-2019-2015-0001-00-REG	ENGLISH, HARVEY G.	4/25/2019	Wrong Bill	4/26/2019	133.24	133.24	0.00
0000568832-2019-2017-0000-00-REG	ENGLISH, HARVEY G.	4/25/2019	Adjustment	4/25/2019	173.21	39.97	133.24
<b>Subtotal</b>						<b>1,520.93</b>	
<b>Total</b>						<b>1,520.93</b>	



**Madison County  
Board of Commissioners**

**2019 Budget Amendment #16  
June 11, 2019**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Elections</b>			
Capital Equipment	10.4170.5100	13,073.93	
Increases Capital Equipment for the purchase of 25 new laptops as approved by the Board of Elections.			
<b>Contingency</b>			
Contingency	10.7000.0000		13,073.93
Decreases Contingency to pay for the purchase of 25 new laptops for the Board of Elections department as approved by their board.			
		13,073.93	13,073.93
	Difference		\$ -
Net effect of all budget amendments	General Fund	Revenues	\$ -
		Expenses	\$ -

DC-251 (Revised June 2015)

Account Number         

New Contract     Modified Contract     Renewal    Job Code H1004-102

**NC DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADULT CORRECTION - PRISONS  
INMATE LABOR CONTRACT**

FACILITY NAME AND NUMBER Craggy Correctional Center # 4630    DATE 04/12/2019

AGENCY NAME AND BILLING ADDRESS Madison County Government Offices PO Box 579 Marshall, NC. 2753

Project Beginning Date: 07/01/2019    Project Ending Date: 06/30/2020

**PROJECT DESCRIPTION:** Duties will include, but are not limited to, janitorial, grounds/building maintenance, cleaning park/recreation area maintenance, public works projects, roadside cleaning, recycling projects and other governmental agency projects.

**PROJECT COST**

**LABOR:**

Number of Laborers 3 x \$1.00 per 8 hour work day = 3 x 260 Projected Number of Days of Project =

\$780.00 Total Projected Labor Cost

**ADMINISTRATIVE:**

Administrative Cost  Waived  Not Waived \_\_\_\_\_ / \_\_\_\_\_  
(Region Director Signature) Date

**PROJECT TOTAL COST TO BE BILLED \$780.00** ("Total Projected Labor COST" plus "Administrative COST" above)

**INVOICE TO BE SUBMITTED:**  Monthly     Quarterly     Semi-annually     Annually

Other (specify) \_\_\_\_\_

**APPROVED BY:**

_____ / _____ 1. Governmental Agency authority    Date	_____ / _____ 2. Facility Head    Date
_____ / _____ 3. Region Director    Date	_____ / _____ 4. Program Services Manager    Date

Form Distribution by Program Services: Original -Facility; Copy -Program Services, Region Office, and Accounting

**NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADULT CORRECTION – PRISONS**

**INMATE LABOR AGREEMENT**

DATE: 4/30/2019

For the purpose of employing inmate labor from the Department of Public Safety, Division of Adult Correction – Prisons, the following terms are agreed upon by the Department of Public Safety and the Madison County Government Offices.

**I. Logistics**

- A. Inmate labor will be supplied by the Division of Adult Correction – Prisons. All inmates assigned to labor contracts will be English speaking or have completed English as a second language training.
- B. Inmates will be provided lunch by Prisons.
- C. Transportation will be supplied by Madison County Government Offices. Work schedules will also be furnished by Madison County Government Offices.
- D. Inmates may work eight (8) hours per day, seven (7) days per week. This will include travel time to and from the correctional facility. Schedules may be varied or staggered depending upon the assigned work station. Inmates may be authorized to work in excess of eight (8) hours per day, with the authorization of Prisons. (Note: The agency will be billed \$1.00 per 8 hour workday, even if the inmate(s) work less than an eight (8) hour day.)
- E. No inmate will be allowed to work in an area that is not supervised by a Custodial Agent.
- F. No inmate will be allowed to work on school property, e.g., private or public elementary, middle or high schools, while students are on the property. No sex offender inmate will be assigned or allowed to work on the property of any educational facility, e.g., private or public elementary, middle, high school, community college or university, etc.
- G. The Department of Public Safety has zero-tolerance for undue familiarity or sexual abuse with an offender. It is the contract agency's duty to report any allegations of inmate sexual violence either by another inmate, correctional staff, correctional agents, agency vendors and/or volunteers. (see Section VIII below)

**II. Work Station/Duties**

- A. Work stations may be any property owned or leased by: Madison County Government Offices.
- B. Inmates are allowed to perform manual labor tasks such as the following:
  - 1. Floor care duties including sweeping, mopping, vacuuming and buffing. *Inmates are not allowed to operate motorized floor cleaning equipment designed to transport the operator.*
  - 2. Furniture, fixtures, windows and cabinetry cleaning, dusting and/or polishing that is done from the floor or a step ladder.

3. Custodial duties such as emptying trash cans, carrying out trash, restocking supplies in restrooms, moving furniture, and setting up furniture.
4. Motor vehicle maintenance, washing and vacuuming which does not require the inmate to be on elevated surfaces more than four feet tall, without appropriate fall protection. Acceptable fall protection would include ladders, standard railings on working surfaces, properly erected scaffolding or a personal fall arrest system. *Inmates are not allowed to operate motor vehicles for any reason and cannot be allowed to have the keys for operating a motor vehicle for any reason.*
5. Grounds care duties including litter pick up, grass mowing, weed eating, pruning, hedge trimming, leaf blowing, raking, applying herbicides and pesticides, setting out and taking up small plants and bushes. *Inmates must be trained by managers and supervisors in the safe operation of any powered equipment. Inmates can be trained to operate riding mowers. All equipment must have manufacturer and OSHA required warning labels, safety guards and devices in good condition. Inmates applying herbicides and pesticides must be trained and closely supervised by a duly licensed applicator responsible to insure the inmate follow regulations and safe work practices. Inmates must receive hazard communication training on all chemicals they work with. They must be provided with all necessary personal protective equipment for the task they are performing.*
6. Minor building maintenance duties including painting, caulking, clearing rain gutters and power washing that can be done from the ground, ladder, properly constructed and erected scaffolding or with an approved personal fall arrest system.
7. Right of way & drainage maintenance using bush axes & shovels.

*Inmate labor contract duties and tasks are expected to be for basic manual labor, such as those listed above, and normally utilizing manual tools such as shovels, brooms, mops, bush axes, etc. Inmates can be trained to use basic powered lawn care equipment, including riding mowers. This list of tasks is not exclusive of others but anything outside the scope of these types of work activities should be discussed with, and approved by, the correctional facility's management before assigning the inmate to perform the proposed duties.*

- C. Inmates are not allowed to perform hazardous duties such as the following:
1. Work with electric transmission utility line crews in any capacity.
  2. Work within ten feet of any unguarded, energized electrical transmission lines or high voltage equipment, and/or within ten feet of any conductive object involved in a task near unguarded, energized electrical transmission lines or high voltage equipment.
  3. Enter any permit required confined space including but not limited to sewer manholes, lift stations, water tanks, chlorine contact chambers, utility vaults, salt bins, etc.
  4. Disturb any suspected or confirmed asbestos containing materials including but not limited to thermal system insulation, vinyl floor tiles, flooring mastic, roofing, roofing felts, exterior shingle siding, acoustical ceiling tiles, fire proofing materials, solid wallboard (transite), cement water pipes, cement

- asbestos, sheetrock or fire doors. *Typical work activities which would disturb suspected or confirmed asbestos containing materials are normally part of renovation or demolition projects which require removal or destruction of existing materials, equipment or structures.*
5. Disturb any suspected or confirmed lead based paint by sanding, scraping, cutting, sawing, welding or power washing. *Typical work activities which could disturb suspected or confirmed lead based paint are normally part of remodeling, renovation, repair, window case replacement, electrical/plumbing/carpentry work and preparing surfaces for painting.*
  6. Perform or participate in sandblasting work.
  7. Operate heavy equipment or aerial man lifts of any kind. Some examples of prohibited equipment are: tractors, bull dozers, back hoes, cranes, grade alls, road construction equipment, fork lifts, boom trucks, etc. *(However, inmates are allowed to perform maintenance and repair work on this type of equipment.)*
  8. Perform any task that requires the use of a respirator due to exceeding the contaminant's permissible exposure limits.
  9. Work over or in water where a drowning hazard exists, without the appropriate protection, such as: standard railings, personal fall arrest systems, personal flotation devices, ring buoys and/or skiffs, as required by the OSHA standards.
  10. Work in trenches or excavations four feet deep or greater.
  11. Work on or adjacent to public roads and highways without the proper Manual on Uniform Traffic Control Device (MUTCD) work zone safety set up utilizing the correct traffic control devices and high visibility vests, provided by Prisons.
  12. Operate chain saws.
  13. Sit, stand or ride on any piece of equipment in a manner not consistent with the design of said vehicle or machinery while that equipment has its motor running or is moving. Examples of prohibited practices include, but are by no means limited to: standing on mower deck, riding in bucket of a loader, riding seated on a trailer hitch.

*This list of tasks is not exclusive of others that might be considered too hazardous for inmate labor contracts. Any tasks or duties similar to these or in question, in regards to personnel safety, should be addressed with the correctional facility's management before assigning the inmate to perform the proposed duties. Failure to follow these guidelines may result in suspension of this contract and the removal of inmate labor.*

### III. Supervision

- A. Madison County Government Offices agrees all inmate project supervisors will receive the Department of Public Safety Inmate Orientation Training. Project Supervisors, upon successful participation in Orientation Training, are designated as Custodial Agents. New employees will be scheduled to receive this orientation training prior to being allowed to supervise inmate projects without being accompanied by Correctional Officers.

B.

1. Custodial Agent will be on-site at each workstation.
2. Each Custodial Agent will provide the inmate with a job description and will provide the Department of Public Safety with a periodic inmate work performance evaluation if requested for classification purposes.
3. The Custodial Agents of the inmates working under labor contract will provide all safety training, appropriate to the hazards and duties of each task to be performed by the inmate, in accordance with OSHA regulations. This training will include the hazards associated with the task, the proper and safe use of any equipment assigned for performing the work, the hazards associated with any chemicals used in the work, the proper safe work methods for performing the task and the correct use of any personal protective equipment needed to perform the task. This training will be ongoing and documented by the managers and supervisors for the duration of the inmate labor contract. These training records will be made available upon request from any Department of Public Safety facility, region or state official, and/or safety inspectors. The training documentation must be signed and dated by the inmate and manager/supervisor who conducted the training.
4. Work schedules will be provided by Madison County Government Offices.
5. Custodial Agents will designate break areas and ensure that inmates are supervised during all breaks.
6. Custodial Agents are to receive annual Orientation training.
7. Custodial Agents are to receive briefing in Undue Familiarity and Prison Rape Elimination Act (PREA) as part of Orientation training.

IV. Safety Equipment

- A. The Division of Adult Correction – Prisons will provide state issued steel-toed shoes. No inmate will be allowed to work without steel-toed shoes.
- B. Inmates are required to wear Prisons-issued high visibility vests where required by safety rules and regulations and/or by a Prisons manager's request.
- C. The town/county/DOT and State will furnish all other personal protective equipment needed according to the OSHA standards, other regulatory guidelines and hazard analyses of the task to be performed. All equipment to be used by inmates in the performance of their assigned tasks must meet all safety requirements for guarding, warning labels, condition and operation as required by OSHA and the manufacturer.
- D. The Custodial Agents of the town/county/DOT and State shall insure that all inmates utilize all required safety equipment and safe work procedures in the performance of their assigned tasks.
- E. The town/county/DOT and State supervisors, who act as the Custodial Agents shall insure that all inmates have completed all required safety training in the use of approved equipment, hazards communication and the proper use of personal protective equipment. All training has been documented and maintained on file by the agency.
- F. Inmate injury due to failure to follow safety regulations and/or use required safety equipment may result in suspension of this contract and removal of inmate labor.

V. Waiver and Billing Information

It is agreed that the North Carolina Department of Public Safety will waive administrative cost, transportation and custody supervision cost.

VI. Medical

Whenever any inmate assigned to the North Carolina Department of Public Safety shall suffer accidental injury or accidental death arising out of and in the course of employment, to which the inmate has been assigned, the provisions of G.S. 97-13, shall apply. The governmental agency shall compensate the Department of Public Safety.

The following procedures are to be followed when an inmate sustains an injury while on work assignment for an agency:

- 1) If the injury is serious or life threatening: the agency will contact EMS and have the injured inmate transported to the nearest medical facility. The agency must immediately notify the inmate's prison facility of the incident.
- 2) If the injury is non-serious or is non-life threatening: When the agency has trained first aid personnel on-site at the time the inmate is injured, they may provide the inmate first aid, and immediately notify the inmate's prison facility of the incident.
- 3) If the injury is non-serious or is non-life threatening: and the agency does not have trained first aid personnel onsite to render first aid that may be needed, the agency is to transport the inmate to the nearest medical facility for treatment and immediately notify the inmate's prison facility of the incident.
- 4) If the injury is non-serious or is non-life threatening: and the agency can not provide first aid or transportation to the nearest medical facility, the agency is to immediately notify the inmate's prison facility to transport the inmate for first aid.

When any inmate injury occurs on a labor contract project, whether first-aid and/or medical assistance is rendered, the agency is to provide the inmate's prison facility written documentation of the incident as soon as possible.

VII. Inmate Conduct

**Madison County Government Offices** reserves the right to refuse or return an inmate should safety, security or order become an issue and agrees to follow North Carolina Department of Public Safety rules and regulations as stipulated in the Supervisory Orientation Training session. Division of Adult Correction – Prisons will be the sole party responsible for issuing disciplinary action against any inmate employed by **Madison County Government Offices**. Any misconduct will be reported immediately to

DC-251 (Revised June 2015)

the prison facility superintendent. Either party with a 30-day notice may terminate the contract at any time.

VIII. PREA

The Department of Public Safety has zero-tolerance for behavior with an offender that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law, offenders CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors and volunteers, and all such activity shall legally be considered "against the will of the offender," even if the offender claims there was consent. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

As a valued Correctional Agent of the Division of Adult Correction – Prisons, it is important to remember that any knowledge of or a report of any incidents of unduly familiar and sexual abuse involving a labor contract inmate, you have a duty to report this information immediately to your contact person at the facility of housing for the inmate and/or to the Prisons office in the Division of Adult Correction. You may also report the information to the Office of PREA Administration at [prea@dps.gov](mailto:prea@dps.gov). By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.



**NORTH CAROLINA DIVISION OF MOTOR VEHICLES**

**AND**

**MADISON COUNTY, NORTH CAROLINA**

**MEMORANDUM OF AGREEMENT**

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

**THIS MEMORANDUM OF AGREEMENT**, made and entered into this 22nd day of MAY, 2019, by and between **MADISON COUNTY**, a **body politic** of North Carolina, (hereinafter referred to as "**Lessor**"); and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF MOTOR VEHICLES**, an agency of the State of North Carolina, (hereinafter referred to as "**Lessee**"), and

**WITNESSETH:**

**WHEREAS**, Lessor is the owner of certain buildings and parcels of land commonly known as 107 Elizabeth Lane, Marshall, North Carolina 28753 (hereinafter referred to as "**DLO space**"); and 136 Main Street, Marshall, North Carolina (**DLO**) Driver License Office in Marshall, North Carolina ,and;

**WHEREAS**, Lessee desires to lease said Premises from Lessor and Lessor agrees to lease said Premises to Lessee upon certain terms and conditions hereinafter set forth; and

**WHEREAS**, Lessor and Lessee agree that Lessor will pay for, oversee and implement the up fit at the **DLO** location.

**NOW, THEREFORE**, for and in consideration of and subject to the terms and conditions hereinafter set forth, Lessor hereby lets, leases and demises unto Lessee, and Lessee hereby rents, leases and accepts as tenant from Lessor, the Premises hereinabove described and depicted and delineated on Exhibit "A", Description of Premises, attached hereto and made a part hereof, and the right, in common with Lessor and others, to use all common driveways and common sidewalks, the use of all parking spaces located on the Parcels, subject to Lessor's approval, for the purposes hereinafter stated and subject to the following terms, conditions and contingencies:

**ARTICLE 1**

**Section 1.01. Premises.** Lessee's space, the Lease Premises, consists of the property known as 107 Elizabeth Lane, Marshall, North Carolina where the **DLO space** may be situate. Upon upfit of the more permanent space, the premises shall consist of the **DLO** known as 136 Main Street, Marshall, NC.

**Section 1.02. Drawing Plans for Upfit Provided by Tenant.** Lessee plans will be reviewed and approved by Lessor. Lessee shall provide a copy and electronic version of these drawing plans to Lessor at no additional cost.

**Section 1.03. Term of Lease.** The effective date of the lease shall be May 22 , 2019 . The lease shall continue to until the "permanent" space located at 136 S. Main Street is available and this period shall hereinafter be referred to as the "Initial Lease Term." Once the "permanent" space is occupied, the term shall be for three (3) years and shall expire on April 21 of 2022, unless extended pursuant to Section 1.05.

**Section 1.04. Base Rental:** Upon completion of the upfit, the annual Base Rental of the Premises shall be at the rate of EIGHT HUNDRED DOLLARS (\$800.00) per month, payable on the first day of each month.

Upon any negotiated adjustment of the Rent as herein provided and upon the request of either Lessor or Lessee, Lessor and Lessee shall immediately execute an addendum to this Memorandum of Agreement stating the new rent.

**Section 1.05. Extension Option:** Lessor grants to Lessee two (2) options to extend this Lease, each for an additional term of one(1) year, upon the expiration of the Lease Term and the exercise of the first and any successive options elected by the Tenant within the time granted which time shall be renewed with the exercise of the next option, if exercised, with all of the same terms, conditions, covenants and provisions set forth herein. To exercise its option to extend this Lease, Lessee must give Lessor written notice of its intention to do so at least sixty (60) calendar days prior to the end of the Lease Term or the last exercised option term, whichever is appropriate. The expiration of these terms shall continue without formal Agreement unless modified in writing at the election of either party to this Agreement. These extensions are intended to allow for contingencies should the parties encounter a delay in preparing the permanent space contemplated for 136 South Main Street, Marshall, North Carolina 28753.

**ARTICLE 2**

**Section 2.01. Operating Expenses** Lessor shall be responsible for the operating

expenses of the facility. Operating expenses shall include fire protection and testing, water, electricity, nitrogen gas, custodial services and/or any other operating expenses.

**Section 2.02. Rental Payments:** Payment, if any, should be remitted to:

Marshall County  
Attention: F. Gilliam  
107 Elizabeth Lane  
Marshall, North Carolina  
28753

### **ARTICLE 3**

**Section 3.01. Right of Ingress and Egress:** In accordance with the applicable rules and regulations of Lessor, Lessee, its officers, employees, servants, agents, customers, guests, invitees and such other persons or organizations as may require access to the Premises, shall have the unrestricted right of ingress to and egress from the Premises.

### **ARTICLE 4**

**Section 4.01. Use of the Premises:** The Premises shall be used by Lessee for operation of a NC Driver License Office purposes, and any legal uses related thereto. Lessee's use of the Premises shall include the right to drive vehicles into the areas of the Premises, park vehicles in said areas at any time, including parking of state-owned vehicles.

**Section 4.02. Compliance with Laws and Regulations:** The lessee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local departments having jurisdiction or authority. Lessee shall not commit, or suffer to be committed, any waste upon or within the Premises. Lessee agrees to handle and dispose of any and all hazardous and/or toxic materials and substances in compliance with all local, state and federal laws and prevent any environmental accident to the best of its ability. Lessee shall not use the Premises for any other uses or in any manner, which shall cause the cancellation of any insurance policy covering the Premises. Lessee shall comply with all provisions of the US Code, NC General Statutes, and County and City Codes or Ordinances as published and amended from time to time, pertaining to the Premises or the use thereof.

## **ARTICLE 5**

**Section 5.01. Lessor's Warranties as to Environmental Safety:** Lessor warrants and represents that any use, storage, treatment or transportation of hazardous or toxic substances or materials which has occurred within or on the Premises prior to the date hereof has been in compliance with all applicable local, state and federal laws, regulations and ordinances. Lessor additionally warrants and represents that it has no knowledge of any release, discharge, spill, disposal or emission of hazardous or toxic substances that has occurred within, on or under the Premises, and that the Premises are free of hazardous and toxic substances as of the date hereof.

## **ARTICLE 6 - SURRENDER OF PREMISES**

Upon the termination of this Lease or any extension thereof, Lessee shall vacate the Premises and return it in as good condition as received, ordinary wear and tear excepted. Lessee shall have the right to remove all articles of personal property within the Premises the removal of which will not cause substantial damage to the Premises, and Lessee shall make any repairs necessitated by such removal.

## **ARTICLE 7 - TERMINATION**

**Section 7.01. Termination:** The DMV or Lessor may terminate this Lease at any time by giving written notice to the other party of such termination and specifying the effective date thereof. Such termination notice shall not be less than sixty (60) days notice.

## **ARTICLE 8 - DEFAULT**

**Section 8.01. Default by Lessor:** Default by Lessor under this Lease shall include, but not be limited to, Lessor's failure to perform any of its obligations under this Lease, and such failure shall continue for a period of fifteen (15) days following written notice from Lessee specifying the nature of the default, unless such obligation cannot be fully performed within said period and Lessor begins performance within fifteen (15) days of such default and continues with due diligence until completion. In the event the default is of such nature that the Premises are rendered not reasonably fit for Lessee's business purposes, then Lessor shall have five (5) days, following notice from Lessee, to either remedy the default or to provide reasonable temporary means whereby the Premises are made usable by Lessee while the default is being cured, during which time the rent shall be prorated in proportion to the degree of usability of the

Premises. In no event shall such default remain uncured beyond a reasonable time.

**Section 8.02. Lessee's Remedies:** In the event of a default by Lessor, Lessee may, in addition to any other right or remedy at law or equity:

- (A) After due legal process, terminate this Lease without further obligation on the part of Lessee hereunder;
- (B) Remedy, or cause to be remedied, any default of Lessor at the sole cost and expense of Lessor (not to exceed \$50,000.00 USD). Lessee shall have no obligation to remedy any default of Lessor.

### **ARTICLE 9 - WAIVER OF DEFAULT AND BREACH**

The failure of either party to declare any default immediately upon the occurrence thereof, or to delay in taking action in connection therewith, shall not constitute a waiver of such default, and that party shall have the right to declare any such default at any time during which such default remains uncured. The waiver by either party of any breach of any provision of this Lease shall not be deemed to be a waiver of such breach or any subsequent breach of the same or any other provision, term, covenant or condition herein. Neither party shall be liable to the other for breach of this Lease if the breach is caused by circumstances beyond its reasonable control, including, without limitation, act of God, fire, flood, earthquake or other natural disaster; war, riot or civil disobedience; governmental action or inaction; or strikes, lockouts, picketing or other labor dispute.

### **ARTICLE 10 - CONSENTS AND APPROVALS**

Whenever the consent, approval or expression of satisfaction of either party is required hereunder, such consent, approval or expression of satisfaction shall not be unreasonably withheld or delayed, and no cost, charge or other consideration shall be exacted from the party seeking the consent, approval or satisfaction in order for it to be obtained.

### **ARTICLE 11- PARTIAL INVALIDITY**

Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under any applicable law, as determined by a court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

**ARTICLE 12 - MISCELLANEOUS**

**Section 12.01. Paragraph Headings:** The paragraph headings in this Lease are for convenience only and shall not be deemed to affect, qualify, amplify, add to, or subtract from the contents of the paragraphs which they reference.

**Section 12.02. Entire Agreement:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Section 12.03. Modification:** No modification of any term or condition contained herein shall be effective unless the same is in writing and executed by authorized representatives of both parties to this Lease.

**Section 12.04. Applicable Law:**

- a. **Situs:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- b. **Governing Laws:** The contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

**Section 12.05. Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C. Gen. Stat. § 147-64.7. The lessor shall retain all records for a period of three years following completion of the contract.

**Section 12.06. Affirmative Action:** The Lessor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, nation origin, or disability.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

This Lease, including all of the covenants, conditions and provisions herein contained shall be subject to the provisions of an assignment or sublease hereof, shall apply to and bind the successors and assigns of the parties hereto, and the parties hereto shall remain liable for the performance of the covenants, conditions and provisions hereunder notwithstanding such assignment or sublease, unless otherwise provided for herein or provided in writing.

#### **ARTICLE 14- NOTICES, BILLS AND INVOICES**

All written notices required or permitted hereunder shall be delivered by an overnight express company, in person, or mailed First Class, postage fully prepaid, to the parties at the addresses set forth hereinafter or to such other address as either party may hereafter designate in writing and deliver as provided in this paragraph. All bills and invoices from Lessor to Lessee shall be delivered or mailed to Lessee at the Premises or at such other address as Lessee may designate to Lessor in accordance with the notice provisions of this paragraph.

**LESSOR:** MADISON COUNTY  
107 Elizabeth Lane  
Marshall, NC 28753  
Attn: F.Gilliam

**LESSEE:** NC Division of Motor Vehicles  
3101 Mail Service Center  
Raleigh, NC 27699-3101  
Attn: Stephanie Mouzon

**And**

William A Marsh III ,Senior Deputy General Counsel  
North Carolina Department of Transportation  
1501 Mail Service Center  
Raleigh, North Carolina 27699-1501  
(919)707-2800

#### **ARTICLE 15- ADDENDA AND EXHIBITS**

Any Addendum or Exhibit attached hereto and either executed by the parties or referred to herein is specifically incorporated herein and shall for all purposes be a part of this Lease **IN TESTIMONY WHEREOF**, the parties hereto have executed this Lease in duplicate originals, one of which is retained by each of the parties, the same having been executed as by law provided, the day and year first above written.

**LESSOR:**

**MADISON COUNTY, NORTH CAROLINA**

**BY:** \_\_\_\_\_  
**F. Gilliam, County Manager**

**ATTEST:**

\_\_\_\_\_  
**County Clerk**

**(SEAL)**

**LESSEE:**

**NC Division of Motor Vehicles**

**BY:** \_\_\_\_\_  
**Torre Jessup, Commissioner, NC DMV**

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is \_\_\_\_\_, \_\_\_\_\_ a North Carolina \_\_\_\_\_, and that by authority duly given and as the act of the foregoing \_\_\_\_\_ instrument was signed in its name by its sealed with its seal and attested by himself as its \_\_\_\_\_.



Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My commission expires: \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT A  
DESCRIPTION OF PREMISES**

Front entrance

8 street-side parking spaces are located along front of building.

Parking lot with approximately 10 spaces is located across the street.

A crosswalk is located at traffic light on corner.

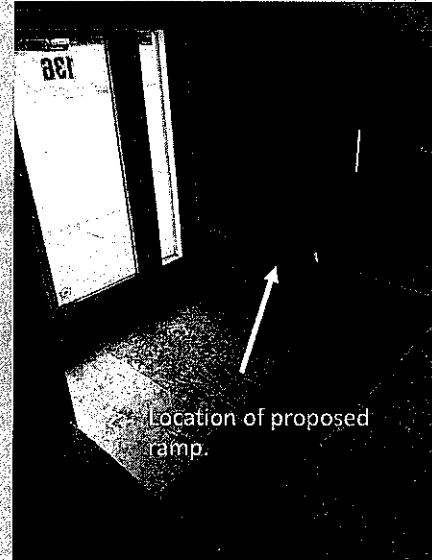


**Front entrance**

Other than the main entrance, the entire facility has a raised floor to allow for flooding.

A ramp will be built which would be to the left when entering the main door.

Door will also be replaced.





# Madison County Commissioners Meeting Public Comment

June 11, 2019

7:00pm

A-B Tech, Madison Campus

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

Name	Signature
1. Ellen Holmes Pearson	
2. John Caldwell	
3. Lisa Pantzer	Lisa Pantzer / by ERL
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	