

AGENDA
REGULAR MEETING
5:00 P.M.
June 7, 2021

1. Call to Order
2. Invocation and *Pledge of Allegiance* – Jay Ulmer, Candler County Junior 4-H member
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
5. Department Reports
 - a. Metter Fire Department – Jason Douglas
 - b. EMS – Joseph Reynolds
 - c. Roads & Bridges – Jerry Lanier
 - d. Solid Waste – Robert Hendrix
 - e. Recreation – Mike Robins
6. Approval of Minutes
7. Financial Report
8. Old Business
9. New Business
 - a. Consideration of a request from Scrap Partners LLC for relief from penalties accrued on delinquent 2019 and 2020 property tax
 - b. Consideration of bids submitted for the construction and paving of St. Matthews Church Rd TIA project HG-0167
 - c. Consideration of the re-appointment of County Clerk Kellie Lank to the Candler County DFACS board
 - d. Consideration of the re appointment of Ms. Linda Banks to the IIOGA Regional Commission Aging Advisory Board
 - e. Consideration of approval of FY21 Budget Amendment #2
 - f. Consideration of a request from staff to issue a payment to the City of Metter in the amount of \$31,846.14 from Fund 270 for the balance of the FY21 fire capital stipend due under section III. B. of the 2021 Fire Resolution
 - g. Consideration of a request from staff to open a checking account for Fund 601 – Health Insurance to account for revenues and expenditures related to county employee health care
 - h. Consideration of approval of the FY2022 contract with the State of Georgia for Family Connection Grant in the amount of \$48,000

- i. Consideration of a request from the Candler County Sheriff's Office for an appropriation in the amount of \$60,000 to replace a sheriff deputy patrol vehicle that was a total loss with \$38,484.55 to be derived from the General Fund (insurance proceeds) and the balance of \$21,515.45 to be derived from a source as approved by the Commission
- j. Consideration of an agreement between Candler County and the Georgia Public Defender Council in the amount of \$51,203.12 for the provision of indigent defense for FY22
- k. Consideration of a proposal in the amount of \$92,114 from ACCG-IRMA to provide general liability and property insurance to Candler County for FY22
- l. Approval of a bench to be placed on the Courthouse lawn in honor of Mr. Jack Childs

10. Report from Chairman

11. Report from County Administrator

12. Report from Attorney

13. Reports from Commissioners

14. Executive Session

15. Adjournment

Board of Commissioners of Candler County
Regular Meeting
June 7, 2021
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, June 7, 2021, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners Gregory Thomas and David Robinson in attendance. County Administrator Bryan Aasheim and County Attorney Kendall Gross also attended the meeting. Clerk Kellie Lank scribed. Commissioner Blake Hendrix did not attend this meeting. The Metter Advertiser was notified of the meeting, but did not have a representative present. Guests attending this meeting included: Jay Ulmer, Matt and Crystal Ulmer, Susannah Lanier, Cassius Osborn, Elizabeth H. Childs, Jason Grimes, Justin Wells, John Miles and Joseph Muldrew.

Call to Order

Chairman Thrift called the meeting to order at 5:00 p.m.

Invocation and Pledge of Allegiance

Candler County Junior 4-H member, Jay Ulmer, delivered the invocation and led the *Pledge of Allegiance*.

Amendment to the Agenda

Commissioner Robinson made a motion to add the following items to the agenda. Commissioner Thomas provided a second. The motion carried 4-0.

- 9.i. Consideration of a request from the Candler County Sheriff's Office for an appropriation in the amount of \$60,000 to replace a sheriff deputy patrol vehicle that was a total loss with \$38,484.55 to be delivered from the General Fund (insurance proceeds) and the balance of \$21,515.45 to be derived from a source as approved by the Commission**
- 9.j. Consideration of an agreement between Candler County and the Georgia Public Defender Council in the amount of \$51,203.12 for the provision of indigent defense for FY2022**
- 9.k. Consideration of a proposal in the amount of 92,114 from ACCG-IRMA to provide general liability and property insurance to Candler County for FY2022**

Commissioner Robinson made a motion to amend the agenda to add item 9.l. Commissioner Thomas provided a second. The motion carried 4-0.

- 9.l. Approval of a bench to be placed on the Courthouse lawn in honor of Mr. Jack Childs**

Citizens Wishing to Address the Board

Mr. Aasheim introduced the newly appointed members of the Tax Assessor Board.

Mr. Cassius Osborn and Ms. Elizabeth Childs spoke briefly and thanked the Board for the opportunity to serve.

Department Reports

- **Metter Fire Department** – Chief Douglas was not present for this meeting. Mr. Aasheim delivered the monthly fire response report for May 2021. (Exhibit A)
- **EMS** – Mr. Aasheim presented the May 2021 trip report and revenue collections report. Trips increased for the month compared to April 2021. (Exhibit B)
- **Recreation** – Mr. Aasheim stated that All-Star teams are currently traveling finishing up the games of the season.

Approval of Minutes

Commissioner Thomas made a motion to approve the May 3, 2021 1st Regular Meeting and the May 17, 2021 2nd Regular Meeting minutes as presented. Vice-Chairman Jones provided a second. The motion carried 4-0.

The May 25, 2021 Called Meeting minutes were deferred due to the lack of a quorum who attended this meeting.

Financial Report

Administrator Aasheim delivered the financial report. (Exhibit C)

- General Fund balance as of May 31, 2021 totaled \$3,789,294.24. This total includes the General Fund Operating account at \$3,552,811.94 plus the General Fund CD balance at \$236,482.30.
 - Revenues continue to exceed projections.
 - Expenditures are currently running at 90% of budget.
- The balances for the Landfill Closure Fund \$97,742.94 and the Landfill Closure CD \$1,596,278.69 total \$1,596,278.69. The CD matures June 12, 2021, and with the low current interest rates, Mr. Aasheim suggested transferring and holding the CD funds in the Landfill checking account.

Commissioner Thomas made a motion to transfer the funds from the Landfill Closure Fund CD at maturity into the Landfill Closure Fund money-market bank account. Chairman Thrift provided a second. The motion carried 4-0.

- The TSPLOST account balance at month end was \$853,368.56.
- The 2018 SPLOST account balance at month end totaled \$949,740.72 and the 2011 SPLOST ended with \$20,570.64.

Old Business

Mr. Aasheim stated there is no Old Business to address in this meeting.

New Business

Consideration of a request from Scrap Partners LLC for relief from penalties accrued on delinquent 2019 and 2020 property tax

Mr. Aasheim presented a letter from Scrap Partner's, LLC requesting that the Board of Commissioners waive the accrued penalties for 2019 and 2020. County Attorney Gross advised the Commission of the legal basis of taking such action. The Commission discussed the request and the concern that taking such action may set a precedent for other taxpayers who are delinquent. This item died for lack of a motion.

Consideration of bids submitted for the construction and paving of St. Matthews Church Rd TIA project HG-0167

Commissioner Thomas made a motion to accept Ellis Wood Contracting's low bid of 817,076.20 submitted for the construction and paving of St. Matthews Church Rd TIA project HG-0167.

Commissioner Robinson provided a second. The motion carried 4-0.

	Ellis Wood Contracting	Sikes Brothers
BASE CONSTRUCTION TOTAL	\$ 814,337.20	\$ 837,287.05
TOTAL ON BID SHEET AS TURNED IN	SAME	\$836,161.55
ADD ALTERNATE ONE TOTAL	\$ 2739.00	\$ 1971.25
TOTAL ON BIDSHEET AS TURNED IN	SAME	SAME
GRAND TOTAL ON BID SHEET AS TURNED IN	\$817,076.20	\$838,132.80
CONSTRUCTION GRAND TOTAL	\$817,076.20	\$839,258.30

Consideration of the re-appointment of County Clerk Kellie Lank to the Candler County DFACS board

Vice-Chairman Jones made a motion to re-appointment County Clerk Kellie Lank to the Candler County DFACS board. Commissioner Thomas provided a second. The motion carried 4-0.

Consideration of the re-appointment of Ms. Linda Banks to the HOGA Regional Commission Aging Advisory Board

Vice-Chairman Jones made a motion to re-appointment Ms. Linda Banks to the HOGA Regional Commission Aging Advisory Board. Commissioner Thomas provided a second. The motion carried 4-0.

Consideration of approval of FY21 Budget Amendment #2

Mr. Aasheim gave a brief overview of the budget amendments and stated that, in general, the requested changes were in response to unanticipated expenditures which resulted from the COVID-19 pandemic. Chairman Thrift made a motion to adopt a resolution approving the second amendment to the FY2021 Budget. Commissioner Robinson provided a second. The motion carried 4-0. (Exhibit D)

Consideration of a request from staff to issue a payment to the City of Metter in the amount of \$31,846.14 from Fund 270 for the balance of the FY21 fire capital stipend due under section III. B. of the 2021 Fire Resolution

Commissioner Thomas made a motion to approve a request from staff to issue a payment to the City of Metter in the amount of \$31,846.14 from Fund 270 for the balance of the FY2021 fire capital stipend due under section III. B. of the 2021 Fire Resolution. Commissioner Robinson provided a second. The motion carried 4-0.

Mr. Gross stated there are two more documents required to be submitted to the Department of Community Affairs to finalize the changes to the Shared Services Agreement which are a resolution and a quit claim deed to convey property to the City of Metter.

Vice-Chairman Jones a motion to adopt a Resolution to Convey Real Property located at the Industrial Park Pond to the City of Metter as described in the Quit Claim Deed described as Exhibit A within the resolution. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit E)

Consideration of a request from staff to open a checking account for Fund 601 – Health Insurance to account for revenues and expenditures related to county employee health care

Commissioner Thomas made a motion to approve a request from staff to open a checking account for Fund 601 – Health Insurance to account for revenues and expenditures related to county employee health care. Vice-Chairman Jones provided a second. The motion carried 4-0.

Consideration of approval of the FY2022 contract with the State of Georgia for Family Connection Grant in the amount of \$48,000

Vice-Chairman Jones made a motion to approve the FY2022 contract with the State of Georgia for Family Connection Grant in the amount of \$48,000. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit F)

Consideration of a request from the Candler County Sheriff's Office for an appropriation in the amount of \$60,000 to replace a sheriff deputy patrol vehicle that was a total loss with \$38,484.55 to be derived from the General Fund (insurance proceeds) and the balance of \$21,515.45 to be derived from a source as approved by the Commission

Vice-Chairman Jones made a motion to approve a \$60,000.00 appropriation for the replacement vehicle to increase the Sheriff's operating budget in the General Fund for the purchase of the replacement vehicle. Commissioner Thomas provided a second. The motion carried 4-0.

Consideration of an agreement between Candler County and the Georgia Public Defender Council in the amount of \$51,203.12 for the provision of indigent defense for FY2022

Vice-Chairman Jones made a motion to approve an agreement between Candler County and the Georgia Public Defender Council in the amount of \$51,203.12 for the provision of indigent defense for FY2022. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit G)

Consideration of a proposal in the amount of 92,114 from ACCG-IRMA to provide general liability and property insurance to Candler County for FY2022

Commissioner Robinson made a motion to approve a proposal from ACCG-IRMA to provide general liability and property insurance to Candler County for FY2022, and to add replacement cost value coverage (RCV) to the two eligible ambulances. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit H)

Approval of a bench placed on the courthouse lawn in honor of Mr. Jack Childs.

Mrs. Elizabeth Childs requested the Board consider allowing her to pay for the placement of a bench on the courthouse lawn in honor of her late husband, Jack Childs.

Commissioner Robinson made a motion to approve placement of a bench on the courthouse lawn in honor of Mr. Jack Childs. Commissioner Thomas provided a second. The motion carried 4-0.

Report from the Chairman

Chairman Thrift reported on:

- Recreation Department Tennis Court modification for Pickle Ball Court

Chairman Thrift stated that a citizen was interested in paying for the stripping on one of the Recreation Department Tennis Court to provide a place to play Pickle Ball. Mr. Gross stated that if modifications are made to a county asset a vote will need to be taken.

Commissioner Thomas made a motion to allow the citizen to pay for the stripping on one of the Recreation Tennis Courts to provide a Pickle Ball court. Commissioner Robinson provided a second.

After some discussion, the Board decided to rescind the motions and revisit this item in the future allowing time for Mr. Aasheim to collect information.

Commissioner Thomas stated he would like to resend his motion. Commissioner Robinson stated he would like to resend his second to the motion.

- USDA NRCS - ATV Training Course

Chairman Thrift added the USDA NRCS is interested in holding an ATV Training Course for about forty their employees on the open space of county property between the EMS Facility and the Detention Center. Six to eight employees will be trained at each class. Sheriff Miles stated they are hosting the National Night Out event on August 3, 2021. The Board agreed that the USDA NRCS could hold their training on this property after mid-August.

Report from the Administrator

Mr. Aasheim reported on:

- Bench on Courthouse lawn in memory of Jack Childs donated by Ann Childs. A motion was made to amend the agenda and add item **9.I. Approval of a bench placed on the courthouse lawn in honor of Mr. Jack Childs.**
- Animal Control – The shelter is currently rejecting healthy animals due to a shortage of euthanasia medication. The City of Metter has a Proposed FY2022 Animal Control Budget of \$122,234 setting the base payments for the County in FY2023 from the Special Service District at \$77,000.00. Mr. Aasheim recommended the Commissioners consider how they would like to proceed in regards to animal control services for FY2023. There was discussion regarding negotiation, the 12 month opt-out clause, and the cost of the County providing the service themselves.
- Provided a copy of an ARPA FAQ sheet provided by ACCG to the Board
- Requested Executive session for personnel

Report from the County Attorney

Mr. Gross reported on:

- An email he received stating the Courthouse COVID modifications can come down June 30, 2021
- Requested Executive session for litigation

Reports from the Commissioners

Commissioner Thomas representing Commission District 1 had nothing to report.
Vice-Chairman Jones representing Commission District 2 requested an update on the bridge.
Commissioner Robinson representing Commission District 3 had nothing to report.
Commissioner Hendrix representing Commissioner District 4 was not present at this meeting.

Executive Session – Personnel

Commissioner Thomas moved to exit into Executive Session to discuss personnel and litigation at 6:31 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

Vice-Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:09 p.m. Commissioner Thomas provided a second to the motion. The motion carried 4-0.

Commissioner Robinson moved to authorize Chairman Thrift to sign *the Closed Meeting Affidavit*. Vice-Chairman Jones provided the second to the motion. The motion carried 4-0.

Adjournment

Commissioner Thomas moved to adjourn the meeting at 7:11 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.



Maranda K. Lank, Clerk

Attest



Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Brad Jones
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on June 7, 2021

2.
During such meeting, the Board voted to go into closed session.

3.
The executive session was called to order at 6:31 p.m.

4.
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 7th day of June 2021.

Sworn to and subscribed before me
this 7th day of June 2021



Maranda K. Lank
Notary Public

Glyn Thrift

Glyn Thrift, Chairman
Board of Commissioners of Candler County

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439
(912) 685-2835 FAX (912) 685-4823

Exhibit A

Metter Fire Rescue Response ListMay-21Call Type and Jurisdiction

May-21

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	1	2	3	0	0	5	5	1	0	6	1	24
County	0	3	0	13	2	2	0	0	0	4	1	25
Total	1	5	3	13	2	7	5	1	0	10	2	

Total Calls	49
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Total calls 51 (with mutual aid)

1 Mutual aid given to Emanuel Fire

1 Mutual aid given to Tatnall Fire

May-20

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	1	2	0	1	4	1	2	1	4	1	17
County	1	3	0	2	0	3	0	0	0	1	1	11
Total	1	4	2	2	1	7	1	2	1	5	2	

Total Calls	28
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Exhibit B

Candler County EMS
Patient Transport Report
May 2021

From scene to Candler Co. Hospital = 82
From Scene to Meadows Regional = 1
From Scene to East Ga. Regional = 14
From Scene to Emanuel Co. Hosp. = 0
From Scene to Memorial Med. = 0
From Scene to St. Joseph Sav. = 0
From Scene to Hospice = 0
Mutual Aid = 0
Refusals = 0
Transfers To Memorial = 9
Transfers To Candler Sav. = 1
Transfers To Fair View Prk. = 1
Transfers To St. Joseph's = 2
Transfers To Augusta Univ = 6
Transfers To Doctors Aug. = 0
Transfers To East Ga. Reg. = 15
Transfers To Meadows = 1
Discharges back to nursing homes = 16
Coroner Calls = 2

Cancelled Calls = 11

Airport Transports = 0

No Patient Contact = 2

Scene to Air Evac = 0

Total Calls = 209

Range of Accounts: 100-34-2600 to 100-34-2602 Start Month: June Start Year: 2020
 Type: Revenue Activity includes Accounts with Zero Activity: N Year To Date As Of: 06/07/21
 Subtotal CAFR: NO

Account No	Description	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
100-34-2600	EMS TRIP SERVICE FEES												
446645.81	0.00 41301.83	36724.20	38974.87	44433.89	33915.09	50945.86	36834.31	49664.24	49178.07	29923.15	34750.30		
100-34-2601	EMS ANNUAL FEES												
496375.73	0.00 6685.19	3337.16	8269.36	5620.88	19604.73	58861.10	196695.20	79113.09	49524.16	28165.72	40499.14		
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT												
116.75	0.00 23.35	23.35	23.35	23.35	16.68	0.00	0.00	6.67	0.00	0.00	0.00		
Fund Total													
943138.29	0.00 48010.37	40084.71	47267.58	50078.12	53536.50	109806.96	233529.51	128784.00	98702.23	58088.87	75249.44		
Grand Total	Count: 3												
943138.29	0.00 48010.37	40084.71	47267.58	50078.12	53536.50	109806.96	233529.51	128784.00	98702.23	58088.87	75249.44		

Exhibit C

Account Number	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
GENERAL FUND					
100-11-1110	GENERAL FUND QNB	\$3,552,811.94	\$3,552,811.94	\$0.00	
100-11-1308	QNB CD (GF)-72770	\$236,482.30	\$236,482.30	\$0.00	12/15/2021 Maturity Date
	Total	\$3,789,294.24			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$97,742.94	\$97,742.94	\$0.00	
100-11-1309	QNB LFILL CLO CD-72769	\$1,596,278.69	\$1,596,278.69	\$0.00	06/12/2021 Maturity Date
	Total	\$1,694,021.63			
100-11-1135	JUVENILE COURT FUND QNB	\$1,390.11	\$1,390.11	\$0.00	
100-11-1136	PUBLIC BUILDING FUND	\$2,995.79	\$2,995.79	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$91,925.57	\$91,925.57	\$0.00	
100-11-1167	HOSPITAL LOC	\$234,353.68	\$234,353.68	\$0.00	
	HOSPITAL LOAN *9022				May 31, 2021 Balance \$1,315,536.93
100-11-1170	AMERICAN RESCUE PLAN ACT	\$1,049,193.81	\$1,049,193.81	\$0.00	
	Fund 100 Totals	\$6,863,174.83			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$46,335.54	\$46,335.54	\$0.00	
	Fund 212 Totals	\$46,335.54			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$164,203.41	\$164,203.41	\$0.00	
215-11-1303	CD_E911_QNB-72653	\$157,230.61	\$157,230.61	\$0.00	10/26/2021 Maturity Date
	Fund 215 Totals	\$321,434.02			
LMIG FUND					
250-11-1110	LMIG	\$444,649.09	\$444,649.09	\$0.00	
	Fund 250 Totals	\$444,649.09			
SSD FUND					
270-11-1110	Special Services District	\$869,125.40	\$869,125.40	\$0.00	
	Fund 270 Totals	\$869,125.40			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$92,485.62	\$92,485.62	\$0.00	
	Fund 285 Totals	\$92,485.62			
2011 SPLOST					
320-11-1140	2011 SPLOST QNB	\$20,570.64	\$20,570.64	\$0.00	
	Fund 320 Totals	\$20,570.64			
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$949,740.72	\$949,740.72	\$0.00	
321-11-1142	2018 SPLOST Hospital 20%	\$8,625.50	\$8,625.50	\$0.00	
	Fund 320 Totals	\$958,366.22			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$853,368.56	\$853,368.56	\$0.00	
	Fund 335 Totals	\$853,368.56			
HEALTH INS/PARETO					
601-11-1110	HEALTH INSURANCE/PARETO	\$0.00	\$0.00	\$0.00	
	Fund 601 Totals	\$0.00			
	Report Totals	\$10,469,509.92			

Statement of Revenue and Expenditures

Revenue Account Range: 100-00-0000 to 100-99-9999

Year To Date As Of: 06/01/21

Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999

Current Period: 06/01/21 to 06/01/21

Print Zero YTD Activity: No

Prior Year: 06/01/20 to 06/01/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	\$0.00	\$3,100,000.00	\$0.00	\$2,874,733.51	\$0.00	-\$225,266.49	93%
100-31-1120	TIMBER TAX	\$0.00	\$40,000.00	\$0.00	\$49,666.97	\$0.00	\$9,666.97	124%
100-31-1190	HOSPITAL LEVY	\$0.00	\$245,000.00	\$0.00	\$278,415.73	\$0.00	\$33,415.73	114%
100-31-1200	REAL PROP-PRIOR YEAR	\$0.00	\$215,000.00	\$0.00	\$307,424.84	\$0.00	\$92,424.84	143%
100-31-1310	MOTOR VEHICLES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-31-1314	ALTERNATIVE AD VAL T	\$0.00	\$6,300.00	\$0.00	\$7,988.03	\$0.00	\$1,688.03	127%
100-31-1315	TAVT	\$0.00	\$380,000.00	\$0.00	\$559,755.16	\$0.00	\$179,755.16	147%
100-31-1320	MOBILE HOME	\$0.00	\$27,000.00	\$0.00	\$29,331.02	\$0.00	\$2,331.02	109%
100-31-1350	RAILROAD EQUIPMENT	\$0.00	\$3,500.00	\$0.00	\$3,686.27	\$0.00	\$186.27	105%
100-31-1390	OTHER REVENUES	\$0.00	\$0.00	\$0.00	\$420.35	\$0.00	\$420.35	0%
100-31-1500	PROPERTY NOT ON DIGE	\$0.00	\$135,000.00	\$0.00	\$194,516.54	\$0.00	\$59,516.54	144%
100-31-1600	REAL ESTATE TRANSFER	\$0.00	\$40,000.00	\$0.00	\$41,874.75	\$0.00	\$1,874.75	105%
100-31-3100	LOST	\$0.00	\$600,000.00	\$0.00	\$679,147.96	\$0.00	\$79,147.96	113%
100-31-6300	FINANCIAL INSTITUTIO	\$0.00	\$30,000.00	\$0.00	\$30,027.00	\$0.00	\$27.00	100%
100-31-9110	PEN & INT-REAL	\$0.00	\$150,000.00	\$0.00	\$158,342.84	\$0.00	\$8,342.84	106%
100-31-9500	PEN & INT-FIFA	\$0.00	\$4,800.00	\$0.00	\$5,870.00	\$0.00	\$1,070.00	122%
100-32-1240	HUNTING CAMP LIC/PER	\$0.00	\$1,700.00	\$0.00	\$1,714.72	\$0.00	\$14.72	101%
100-32-2211	LAND TRANSFER FEE	\$0.00	\$1,500.00	\$0.00	\$1,995.00	\$0.00	\$495.00	133%
100-32-2240	MOBILE HOME PERMITS	\$0.00	\$8,500.00	\$0.00	\$8,750.00	\$0.00	\$250.00	103%
100-32-2250	ELECTRICAL PERMITS	\$0.00	\$1,500.00	\$0.00	\$2,175.00	\$0.00	\$675.00	145%
100-32-2992	INSURANCE LAPSE FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-32-4300	TAG PENALITES & INTE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1152	GEMA EMA PARTNERSHIP	\$0.00	\$7,328.00	\$0.00	\$7,328.00	\$0.00	\$0.00	100%
100-33-1154	GEORGIA CARES ACT	\$0.00	\$0.00	\$0.00	\$345,390.04	\$0.00	\$345,390.04	0%
100-33-1155	GEORGIA CARES ACT-Elections	\$0.00	\$0.00	\$0.00	\$1,038.50	\$0.00	\$1,038.50	0%

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-33-1156	GEORGIA CARES ACT-County Jail	\$0.00	\$0.00	\$0.00	\$9,420.00	\$0.00	\$9,420.00	0%
100-33-1210	AMERICAN RESCUE PLAN ACT (ARPA)	\$0.00	\$1,049,178.00	\$0.00	\$1,049,178.00	\$0.00	\$0.00	100%
100-33-4211	FAMILY CONNECTIONS GRANT	\$0.00	\$50,000.00	\$0.00	\$37,371.93	\$0.00	-\$12,628.07	75%
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	-\$25,000.00	0%
100-33-6002	DISPATCH METTER SHAR-FY2017 & FY2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	\$0.00	\$65,000.00	\$0.00	\$59,583.37	\$0.00	-\$5,416.63	92%
100-34-1120	STATE COURT - COMMUNITY SERVICE	\$0.00	\$0.00	\$0.00	\$11,839.50	\$0.00	\$11,839.50	0%
100-34-1190	STATE COURT - JOF	\$0.00	\$2,000.00	\$0.00	\$1,754.00	\$0.00	-\$246.00	88%
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	\$0.00	\$35,000.00	\$0.00	\$40,297.40	\$0.00	\$5,297.40	115%
100-34-1600	TAVT/Motor Vehicle County Fees	\$0.00	\$25,000.00	\$0.00	\$30,187.33	\$0.00	\$5,187.33	121%
100-34-1601	MAIL FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-34-1930	SALE OF MAPS	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$20.00	0%
100-34-1940	COMMISSIONS ON TAXES	\$0.00	\$15,000.00	\$0.00	\$17,604.44	\$0.00	\$2,604.44	117%
100-34-1941	METTER TAX COLLECTIO	\$0.00	\$5,400.00	\$0.00	\$4,850.00	\$0.00	-\$550.00	90%
100-34-2100	LAW ENFORCEMENT FEES	\$0.00	\$12,000.00	\$0.00	\$17,478.14	\$0.00	\$5,478.14	146%
100-34-2200	GBI DRUG ENF-SALARY	\$0.00	\$38,000.00	\$0.00	\$0.00	\$0.00	-\$38,000.00	0%
100-34-2201	SCHOOL RESOURCE OFFICER	\$0.00	\$56,000.00	\$0.00	\$26,404.40	\$0.00	-\$29,595.60	47%
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITES	\$0.00	\$0.00	\$0.00	\$1,323.64	\$0.00	\$1,323.64	0%
100-34-2301	METTER INMATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-34-2600	EMS TRIP SERVICE FEES	\$0.00	\$450,000.00	\$0.00	\$446,645.81	\$0.00	-\$3,354.19	99%
100-34-2601	EMS ANNUAL FEES	\$0.00	\$435,000.00	\$0.00	\$496,375.73	\$0.00	\$61,375.73	114%
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	\$0.00	\$0.00	\$0.00	\$116.75	\$0.00	\$116.75	0%
100-34-2900	HOSPITAL DEBT SERVICE FEES	\$0.00	\$0.00	\$0.00	\$1,613.32	\$0.00	\$1,613.32	0%
100-34-4131	RECYCLED MATERIALS	\$0.00	\$4,000.00	\$0.00	\$2,637.17	\$0.00	-\$1,362.83	66%
100-34-4150	TIPPING LANDFILL FEES	\$0.00	\$75,000.00	\$0.00	\$93,794.44	\$0.00	\$18,794.44	125%
100-34-4151	RESIDENTIAL LDFL USE	\$0.00	\$415,000.00	\$0.00	\$458,561.68	\$0.00	\$43,561.68	110%
100-34-4152	RECYCLE CTR FEES	\$0.00	\$0.00	\$0.00	\$2,017.00	\$0.00	\$2,017.00	0%
100-34-4153	INERT LANDFILL FEES	\$0.00	\$15,000.00	\$0.00	\$26,120.88	\$0.00	\$11,120.88	174%

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-34-7202	JACK STRICKLAND RENT	\$0.00	\$2,500.00	\$0.00	\$250.00	\$0.00	-\$2,250.00	10%
100-34-7205	REC DEPT REGISTRATIO	-\$3,070.00	\$25,000.00	\$0.00	\$21,800.00	\$0.00	-\$3,200.00	87%
100-34-7206	REC DEPT CONCESSIONS	\$0.00	\$10,000.00	\$0.00	\$6,417.59	\$0.00	-\$3,582.41	64%
100-34-7207	REC DEPT SPONSORS	\$0.00	\$12,000.00	\$0.00	\$1,436.60	\$0.00	-\$10,563.40	12%
100-34-7208	FIELD RENTAL	\$0.00	\$500.00	\$0.00	\$300.00	\$0.00	-\$200.00	60%
100-34-7209	REC DEPT ADMISSIONS	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	-\$3,000.00	0%
100-34-7210	REC DEPT TOURNAMENT	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	-\$1,000.00	0%
100-35-1110	SUPERIOR COURT FINES	\$0.00	\$3,000.00	\$0.00	\$13,464.02	\$0.00	\$10,464.02	449%
100-35-1120	STATE COURT FINES	\$0.00	\$175,000.00	\$0.00	\$237,733.39	\$0.00	\$62,733.39	136%
100-35-1130	MAGISTRATE COURT	\$0.00	\$28,000.00	\$0.00	\$28,747.00	\$0.00	\$747.00	103%
100-35-1150	PROBATE COURT	\$0.00	\$25,000.00	\$0.00	\$31,047.78	\$0.00	\$6,047.78	124%
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	\$0.00	\$17,500.00	\$0.00	\$27,007.40	\$0.00	\$9,507.40	154%
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	\$0.00	\$12,000.00	\$0.00	\$22,448.00	\$0.00	\$10,448.00	187%
100-35-1408	JUVE COURT ADD ON FEE	\$0.00	\$400.00	\$0.00	\$220.00	\$0.00	-\$180.00	55%
100-35-1901	PUBLIC DEFENDER FEES	\$0.00	\$500.00	\$0.00	\$376.78	\$0.00	-\$123.22	75%
100-36-1001	INTEREST INCOME	\$0.00	\$10,000.00	\$0.00	\$5,379.85	\$0.00	-\$4,620.15	54%
100-36-1002	INTEREST INCOME - LANDFILL CD	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	-\$30,000.00	0%
100-36-1003	INTEREST INCOME - GENERAL FUND CD	\$0.00	\$0.00	\$0.00	\$2,919.90	\$0.00	\$2,919.90	0%
100-37-1001	PRIVATE DONATIONS	\$0.00	\$0.00	\$0.00	\$925.30	\$0.00	\$925.30	0%
100-37-1120	HEALTH GRANT ACCG	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	100%
100-38-9001	MISC SALE OF PIPE	\$0.00	\$10,000.00	\$0.00	\$23,128.39	\$0.00	\$13,128.39	231%
100-38-9003	MISC TAX COMM FICA	\$0.00	\$6,100.00	\$0.00	\$6,031.83	\$0.00	-\$68.17	99%
100-38-9005	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$16,792.57	\$0.00	\$16,792.57	0%
100-38-9006	INSURANCE PROCEEDS	\$0.00	\$0.00	\$0.00	\$71,773.31	\$0.00	\$71,773.31	0%
100-38-9007	MISC SALE OF SIGNS	\$0.00	\$0.00	\$0.00	\$102.80	\$0.00	\$102.80	0%
100-38-9009	RECOVERY ON TAX COMMISSIONER LOSS	\$0.00	\$0.00	\$0.00	\$2,199.76	\$0.00	\$2,199.76	0%
100-38-9010	MISC SALE OF USED MOTOR GRADER BLADES	\$0.00	\$0.00	\$0.00	\$322.49	\$0.00	\$322.49	0%
100-38-9999	CANCEL PRIOR YEAR EXPENSE	\$0.00	\$0.00	\$0.00	\$671.00	\$0.00	\$671.00	0%

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-39-1800	FUND BALANCE USE	\$0.00	\$103,255.86	\$0.00	\$0.00	\$0.00	-\$103,255.86	0%
100-39-2100	SALE OF ASSETS	\$0.00	\$0.00	\$0.00	\$159,000.00	\$0.00	\$159,000.00	0%
	GENERAL FUND Revenue Total	-\$3,070.00	\$8,244,961.86	\$0.00	\$9,106,782.92	\$0.00	\$861,821.06	110%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-1100-	LEGISLATIVE	\$0.00	\$53,546.53	\$0.00	\$43,370.90	\$0.00	\$10,175.63	81%
100-1300-	EXECUTIVE	\$0.00	\$204,571.74	\$0.00	\$187,772.54	\$0.00	\$16,799.20	92%
100-1400-	ELECTIONS & VOTER REGISTRATION	\$0.00	\$83,218.41	\$0.00	\$71,537.35	\$0.00	\$11,681.06	86%
100-1510-	ADMINISTRATION	\$0.00	\$347,112.58	\$0.00	\$300,298.74	\$0.00	\$46,813.84	87%
100-1514-	BOARD OF EQUALIZATION:	\$0.00	\$5,803.19	\$0.00	\$2,300.39	\$0.00	\$3,502.80	40%
100-1535-	INFORMATION TECHNOLOGY:	\$0.00	\$157,107.00	\$0.00	\$147,734.18	\$0.00	\$9,372.82	94%
100-1545-	TAX COMMISSIONER	\$0.00	\$252,040.31	\$0.00	\$243,157.23	\$0.00	\$8,883.08	96%
100-1550-	TAX ASSESSOR	-\$566.00	\$221,409.04	\$0.00	\$199,346.96	\$0.00	\$22,062.08	90%
100-1565-	PUBLIC BUILDINGS	\$0.00	\$222,078.00	\$0.00	\$213,235.61	\$0.00	\$8,842.39	96%
100-2150-	SUPERIOR COURT	\$0.00	\$207,088.34	\$0.00	\$192,109.85	\$0.00	\$14,978.49	93%
100-2180-	CLERK OF COURT	\$0.00	\$193,403.19	\$0.00	\$173,471.19	\$0.00	\$19,932.00	90%
100-2300-	STATE COURT	\$0.00	\$112,693.99	\$0.00	\$106,723.55	\$0.00	\$5,970.44	95%
100-2400-	MAGISTRATE COURT	\$0.00	\$87,769.83	\$0.00	\$80,093.84	\$0.00	\$7,675.99	91%
100-2450-	PROBATE COURT	\$0.00	\$132,801.71	\$0.00	\$127,591.58	\$0.00	\$5,210.13	96%
100-3300-	SHERIFF	\$0.00	\$1,260,650.11	\$0.00	\$1,072,820.12	\$0.00	\$187,829.99	85%
100-3326-	DETENTION CENTER	\$0.00	\$621,550.51	\$0.00	\$606,452.06	\$0.00	\$15,098.45	98%
100-3600-	EMERGENCY MEDICAL SERVICES	\$0.00	\$993,839.31	\$0.00	\$929,502.39	\$0.00	\$64,336.92	94%
100-3700-	CORONER	\$0.00	\$12,527.31	\$0.00	\$29,728.69	\$0.00	-\$17,201.38	237%
100-3920-	EMERGENCY MANAGEMENT ASSOCIATION	\$0.00	\$16,618.47	\$0.00	\$19,299.40	\$0.00	-\$2,680.93	116%
100-4200-	ROADS & BRIDGES	\$0.00	\$982,248.97	\$0.00	\$834,493.70	\$0.00	\$147,755.27	85%
100-4520-	COLLECTIONS	\$0.00	\$2,500.00	\$0.00	\$2,642.93	\$0.00	-\$142.93	106%
100-4530-	SOLID WASTE DISPOSAL	\$0.00	\$518,245.02	\$0.00	\$323,393.57	\$0.00	\$194,851.45	62%
100-5550-	FAMILY CONNECTIONS:	\$566.00	\$48,000.00	\$0.00	\$44,189.59	\$0.00	\$3,810.41	92%

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-7130-	AGRICULTURAL RESOURCES	\$0.00	\$66,301.02	\$0.00	\$37,315.41	\$0.00	\$28,985.61	56%
100-7450-	CODE ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$10,014.56	\$0.00	-\$10,014.56	0%
100-7460-	RECREATION DEPARTMENT	\$0.00	\$245,185.96	\$0.00	\$222,867.14	\$0.00	\$22,318.82	91%
100-8000-	DEBT SERVICES:	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	100%
100-9000-	OTHER DEPARTMENTS	\$0.00	\$419,945.59	\$0.00	\$479,591.20	\$0.00	-\$59,645.61	114%
	GENERAL FUND Expend Total	\$0.00	\$7,493,256.13	\$0.00	\$6,726,054.67	\$0.00	\$767,201.46	90%

100 GENERAL FUND

	Prior	Current	YTD
Revenue:	-\$3,070.00	\$0.00	\$9,106,782.92
Expended:	\$0.00	\$0.00	\$6,726,054.67
Net Income:	-\$3,070.00	\$0.00	\$2,380,728.25

Grand Totals

	Prior	Current	YTD
Revenue:	-\$3,070.00	\$0.00	\$9,106,782.92
Expended:	\$0.00	\$0.00	\$6,726,054.67
Net Income:	-\$3,070.00	\$0.00	\$2,380,728.25

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 250-00-0000 to 250-99-9999
 Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999
 Print Zero YTD Activity: No

Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 06/01/21
 Current Period: 06/01/21 to 06/01/21
 Prior Year: 06/01/20 to 06/01/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
250-33-4254	DOT GRANT - 2019 LMIG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-33-4256	DOT GRANT - 2020 LMIG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-33-4257	DOT GRANT - 2020 LMIG - SUPPLEMENT SOE	\$0.00	\$405,267.25	\$0.00	\$0.00	\$0.00	-\$405,267.25	0%
250-33-4258	DOT GRANT - 2021 LMIG	\$0.00	\$405,287.25	\$0.00	\$405,287.25	\$0.00	\$0.00	100%
250-33-4259	DOT GRANT - 2021 LMIG SAP	\$0.00	\$169,200.00	\$0.00	\$0.00	\$0.00	-\$169,200.00	0%
250-36-1001	LMIG INTEREST INCOME	\$0.00	\$4,000.00	\$0.00	\$1,000.94	\$0.00	-\$2,999.06	25%
	LMIG FUND Revenue Total	\$0.00	\$983,754.50	\$0.00	\$406,288.19	\$0.00	-\$577,466.31	41%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
250-4200-	ROADS & BRIDGES	\$0.00	\$574,467.25	\$0.00	\$549,834.70	\$0.00	\$24,632.55	96%
	LMIG FUND Expend Total	\$0.00	\$574,467.25	\$0.00	\$549,834.70	\$0.00	\$24,632.55	96%

	Prior	Current	YTD
Revenue:	\$0.00	\$0.00	\$406,288.19
Expended:	\$0.00	\$0.00	\$549,834.70
Net Income:	\$0.00	\$0.00	-\$143,546.51

	Prior	Current	YTD
Revenue:	\$0.00	\$0.00	\$406,288.19
Expended:	\$0.00	\$0.00	\$549,834.70
Net Income:	\$0.00	\$0.00	-\$143,546.51

Grand Totals

Board of Commi i of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 270-00-0000 to 270-99-9999
 Expend Account Range: 270-0000-00-0000 to 270-9999-99-9999
 Print Zero YTD Activity: No

Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 06/01/21
 Current Period: 06/01/21 to 06/01/21
 Prior Year: 06/01/20 to 06/01/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	\$0.00	\$2,500.00	\$0.00	\$2,805.62	\$0.00	\$3C5.62	112%
270-31-1750	FRANCHISE TAX-TELEVI	\$0.00	\$45,000.00	\$0.00	\$46,235.47	\$0.00	\$1,235.47	103%
270-31-4200	ALCOHOL BEVERAGE EXC	\$0.00	\$90,000.00	\$0.00	\$102,908.40	\$0.00	\$12,908.40	114%
270-31-6200	INSURANCE PREMIUM TAX	\$0.00	\$460,000.00	\$0.00	\$489,424.84	\$0.00	\$29,424.84	106%
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	\$0.00	\$13,500.00	\$0.00	\$19,200.00	\$0.00	\$5,700.00	142%
270-32-1200	GENERAL BUSINESS LICENSE	\$0.00	\$5,300.00	\$0.00	\$8,025.00	\$0.00	\$2,725.00	151%
270-32-2231	CELL TOWER FEES	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	0%
270-33-7001	FIRE BUDGET SURPLUS METTER	\$0.00	\$0.00	\$0.00	\$67,090.50	\$0.00	\$67,090.50	0%
270-34-4110	REFUSE COLLECTION CHARGE	\$0.00	\$335,000.00	\$0.00	\$389,641.37	\$0.00	\$54,641.37	116%
270-36-1001	INTEREST INCOME	\$0.00	\$1,500.00	\$0.00	\$1,323.63	\$0.00	-\$176.37	88%
SPECIAL SERVICE DISTRICT FUND Revenue Total		\$0.00	\$952,800.00	\$0.00	\$1,126,754.83	\$0.00	\$173,954.83	118%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
270-1510-	ADMINISTRATION	\$0.00	\$46,539.19	\$0.00	\$971.00	\$0.00	\$45,568.19	2%
270-4520-	COLLECTIONS	\$0.00	\$367,500.00	\$0.00	\$304,151.76	\$0.00	\$63,348.24	83%
270-7410-	ZONING	\$0.00	\$3,000.00	\$0.00	\$1,849.00	\$0.00	\$1,151.00	62%
270-7450-	CODE ENFORCEMENT	\$0.00	\$55,026.21	\$0.00	\$0.00	\$0.00	\$55,026.21	0%
270-9000-	OTHER DEPARTMENTS	\$0.00	\$480,734.60	\$0.00	\$440,673.32	\$0.00	\$40,061.28	92%
SPECIAL SERVICE DISTRICT FUND Expend Total		\$0.00	\$952,800.00	\$0.00	\$747,645.08	\$0.00	\$205,154.92	78%

270	SPECIAL SERVICE DISTRICT FUND	Prior	Current	YTD
	Revenue:	\$0.00	\$0.00	\$1,126,754.83
	Expended:	\$0.00	\$0.00	\$747,645.08
	Net Income:	\$0.00	\$0.00	\$379,109.75

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 320-00-0000 to 320-99-9999
 Expend Account Range: 320-0000-00-0000 to 320-9999-99-9999
 Print Zero YTD Activity: No

Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 06/01/21
 Current Period: 06/01/21 to 06/01/21
 Prior Year: 06/01/20 to 06/01/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
320-36-1003	INTEREST INC 2011 SP	\$0.00	\$0.00	\$0.00	\$162.27	\$0.00	\$162.27	0%
2011 SPLOST FUND Revenue Total								
		\$0.00	\$0.00	\$0.00	\$162.27	\$0.00	\$162.27	0%
320-1400-	ELECTIONS & VOTER REGISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-1510-	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-1535-		\$0.00	\$21,983.26	\$0.00	\$1,434.34	\$0.00	\$20,548.92	7%
320-1550-	TAX ASSESSOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-1565-	PUBLIC BUILDINGS	\$0.00	\$66,240.59	\$0.00	\$54,801.69	\$0.00	\$11,438.90	83%
320-3300-	SHERIFF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-3326-	DETENTION CENTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-3500-		\$0.00	\$4,780.00	\$0.00	\$4,773.86	\$0.00	\$6.14	100%
320-3600-	EMERGENCY MEDICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-4200-	ROADS & BRIDGES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-4965-	RECREATIONAL DEPT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-4967-	COUNTY 2011 SPLOST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-7460-	RECREATION DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
320-8000-	DEBT SERVICE:	\$0.00	\$108,628.00	\$0.00	\$108,630.64	\$0.00	-\$2.64	100%
2011 SPLOST FUND Expend Total								
		\$0.00	\$201,631.85	\$0.00	\$169,640.53	\$0.00	\$31,991.32	84%

320	2011 SPLOST FUND	Prior	Current	YTD
	Revenue:	\$0.00	\$0.00	\$162.27
	Expended:	\$0.00	\$0.00	\$169,640.53
	Net Income:	\$0.00	\$0.00	-\$169,478.26

Statement of Revenue and Expenditures

Revenue Account Range: 321-00-0000 to 321-99-9999
Expend Account Range: 321-0000-00-0000 to 321-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Year To Date As Of: 06/01/21
Include Non-Budget: No
Current Period: 06/01/21 to 06/01/21
Prior Year: 06/01/20 to 06/01/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	\$0.00	\$525,000.00	\$0.00	\$620,722.73	\$0.00	\$95,722.73	118%
321-31-3209	2018 SPLOST (Hospital 20%)	\$0.00	\$212,500.00	\$0.00	\$277,108.34	\$0.00	\$64,608.34	130%
321-31-3210	2018 SPLOST (Metter 40%)	\$0.00	\$374,000.00	\$0.00	\$443,373.38	\$0.00	\$69,373.38	119%
321-31-3211	2018 SPLOST (Pulaski 4%)	\$0.00	\$37,400.00	\$0.00	\$44,337.34	\$0.00	\$6,937.34	119%
321-36-1005	INTEREST INC.2018 SP	\$0.00	\$0.00	\$0.00	\$1,310.04	\$0.00	\$1,310.04	0%
321-36-1006	INTEREST INC.2018 SPLOST Hospital 20%	\$0.00	\$0.00	\$0.00	\$30.01	\$0.00	\$30.01	0%
321-38-9005	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$245.38	\$0.00	\$245.38	0%
	2018 SPLOST FUND Revenue Total	\$0.00	\$1,148,900.00	\$0.00	\$1,387,127.22	\$0.00	\$238,227.22	121%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
321-1510-	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-1535-	2018 SPLOST(Control changed to Sub	\$0.00	\$18,016.74	\$0.00	\$11,386.74	\$0.00	\$6,630.00	63%
321-1565-	PUBLIC BUILDINGS	\$0.00	\$273,000.00	\$0.00	\$34,518.75	\$0.00	\$238,481.25	13%
321-3300-	SHERIFF	\$0.00	\$241,700.26	\$0.00	\$227,927.32	\$0.00	\$13,772.94	94%
321-3600-	EMERGENCY MEDICAL SERVICES	\$0.00	\$220,000.00	\$0.00	\$18,808.99	\$0.00	\$201,191.01	9%
321-3920-	EMERGENCY MANAGEMENT ASSOCIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-4200-	ROADS & BRIDGES	\$0.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00	0%
321-4530-	SOLID WASTE DISPOSAL	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	-\$3,000.00	0%
321-4963-		\$0.00	\$426,666.56	\$0.00	\$399,049.35	\$0.00	\$27,617.21	94%
321-4964-		\$0.00	\$42,666.65	\$0.00	\$39,904.94	\$0.00	\$2,761.71	94%
321-4968-		\$0.00	\$266,666.60	\$0.00	\$249,405.82	\$0.00	\$17,260.78	94%
321-7460-	RECREATION DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-8000-		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	2018 SPLOST FUND Expend Total	\$0.00	\$1,553,716.81	\$0.00	\$984,001.91	\$0.00	\$569,714.90	63%

Board of Commissioners of Candler County
 Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
321	2018 SPLOST FUND							
		<u>Prior</u>	<u>Current</u>	<u>YTD</u>				
	Revenue:	\$0.00	\$0.00	\$1,387,127.22				
	Expended:	\$0.00	\$0.00	\$984,001.91				
	Net Income:	\$0.00	\$0.00	\$403,125.31				

Grand Totals

		<u>Prior</u>	<u>Current</u>	<u>YTD</u>
	Revenue:	\$0.00	\$0.00	\$1,387,127.22
	Expended:	\$0.00	\$0.00	\$984,001.91
	Net Income:	\$0.00	\$0.00	\$403,125.31

Statement of Revenue and Expenditures

Revenue Account Range: 335-00-0000 to 335-99-9999

Year To Date As Of: 06/01/21

Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999

Current Period: 06/01/21 to 06/01/21

Print Zero YTD Activity: No

Prior Year: 06/01/20 to 06/01/20

Include Non-Anticipated: Yes

Include Non-Budget: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	\$0.00	\$225,000.00	\$0.00	\$305,873.69	\$0.00	\$80,873.69	136%
335-31-3205	GDOT	\$0.00	\$0.00	\$0.00	\$526,779.39	\$0.00	\$526,779.39	0%
335-36-1004	INTEREST INC TIA SPL	\$0.00	\$6,000.00	\$0.00	\$1,514.76	\$0.00	-\$4,485.24	25%
	TIA SPLOST FUND Revenue Total	\$0.00	\$231,000.00	\$0.00	\$834,167.84	\$0.00	\$603,167.84	361%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
335-4968-	2012 TIA SPLOST:	\$0.00	\$515,051.70	\$0.00	\$756,343.69	\$0.00	-\$241,291.99	147%
	TIA SPLOST FUND Expend Total	\$0.00	\$515,051.70	\$0.00	\$756,343.69	\$0.00	-\$241,291.99	147%

335 TIA SPLOST FUND

	Prior	Current	YTD
Revenue:	\$0.00	\$0.00	\$834,167.84
Expended:	\$0.00	\$0.00	\$756,343.69
Net Income:	\$0.00	\$0.00	\$77,824.15

Grand Totals

	Prior	Current	YTD
Revenue:	\$0.00	\$0.00	\$834,167.84
Expended:	\$0.00	\$0.00	\$756,343.69
Net Income:	\$0.00	\$0.00	\$77,824.15

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 601-00-0000 to 601-99-9999
 Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999
 Print Zero YTD Activity: Yes
 Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 06/01/21
 Current Period: 06/01/21 to 06/01/21
 Prior Year: 06/01/20 to 06/01/20

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
601-34-1750	ALLOCATED SELF INSURANCE COSTS FROM C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-34-1751	PREMIUM CHARGES TO EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
INTERNAL HEALTH INSURANCE FUND Revenue Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
601-1510-55-2100	ADMINISTRATIVE FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-1510-55-2101	CAPITAL CONTRIBUTIONS TO CAPTIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-1510-55-2200	PAID CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-1510-55-2201	STOP LOSS PREMIUMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
INTERNAL HEALTH INSURANCE FUND Expend Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%

601	INTERNAL HEALTH INSURANCE FUND	Prior	Current	YTD
	Revenue:	\$0.00	\$0.00	\$0.00
	Expended:	\$0.00	\$0.00	\$0.00
	Net Income:	\$0.00	\$0.00	\$0.00

Grand Totals

	Prior	Current	YTD
Revenue:	\$0.00	\$0.00	\$0.00
Expended:	\$0.00	\$0.00	\$0.00
Net Income:	\$0.00	\$0.00	\$0.00

	FY2018	Hospital	Net Remaining	Metter	Pulaski	County
June	\$ 103,621.99	\$ 20,724.40	\$ 82,897.59	\$ 33,159.04	\$ 3,315.90	\$ 46,422.05
Totals	\$ 103,621.99	\$ 20,724.40	\$ 82,897.59	\$ 33,159.04	\$ 3,315.90	\$ 46,422.65

	FY2019	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 110,246.13	\$ 22,049.23	\$ 88,196.90	\$ 35,278.76	\$ 3,527.88	\$ 49,390.27
August	\$ 114,954.34	\$ 22,990.87	\$ 91,963.47	\$ 36,785.39	\$ 3,678.54	\$ 51,499.54
September	\$ 109,679.12	\$ 21,935.82	\$ 87,743.30	\$ 35,097.32	\$ 3,509.73	\$ 49,136.25
October	\$ 109,731.74	\$ 21,946.35	\$ 87,785.39	\$ 35,114.16	\$ 3,511.42	\$ 49,159.82
November	\$ 119,386.08	\$ 23,877.22	\$ 95,508.86	\$ 38,203.55	\$ 3,820.35	\$ 53,484.96
December	\$ 105,842.93	\$ 21,168.59	\$ 84,674.34	\$ 33,869.74	\$ 3,386.97	\$ 47,417.63
January	\$ 106,437.84	\$ 21,287.57	\$ 85,150.27	\$ 34,060.11	\$ 3,406.01	\$ 47,684.15
February	\$ 105,878.56	\$ 21,175.71	\$ 84,702.85	\$ 33,881.14	\$ 3,388.11	\$ 47,433.59
March	\$ 99,434.97	\$ 19,886.99	\$ 79,547.98	\$ 31,819.19	\$ 3,181.92	\$ 44,546.87
April	\$ 117,339.34	\$ 23,467.87	\$ 93,871.47	\$ 37,548.59	\$ 3,754.86	\$ 52,568.02
May	\$ 112,543.87	\$ 22,508.77	\$ 90,035.10	\$ 36,014.04	\$ 3,601.40	\$ 50,419.65
June	\$ 113,404.60	\$ 22,680.92	\$ 90,723.68	\$ 36,289.47	\$ 3,628.95	\$ 50,805.26
Totals	\$ 1,324,879.52	\$ 264,975.90	\$ 1,059,903.62	\$ 423,961.45	\$ 42,396.14	\$ 593,546.02

Rounding Error \$50,419.66

\$ 1,333,333.00
99.37%

	FY2020	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 114,653.18	\$ 22,930.64	\$ 91,722.54	\$ 36,689.02	\$ 3,668.90	\$ 51,364.62
August	\$ 119,730.47	\$ 23,946.09	\$ 95,784.38	\$ 38,313.75	\$ 3,831.38	\$ 53,639.25
September	\$ 111,955.15	\$ 22,391.03	\$ 89,564.12	\$ 35,825.65	\$ 3,582.56	\$ 50,155.91
October	\$ 115,002.35	\$ 23,000.47	\$ 92,001.88	\$ 36,800.75	\$ 3,680.08	\$ 51,521.05
November	\$ 130,021.03	\$ 26,004.21	\$ 104,016.82	\$ 41,606.73	\$ 4,160.67	\$ 58,249.42
Nov Pro Rata	\$ 383.45	\$ 76.69	\$ 306.76	\$ 122.70	\$ 12.27	\$ 171.79
December	\$ 108,558.04	\$ 21,711.61	\$ 86,846.43	\$ 34,738.57	\$ 3,473.86	\$ 48,634.00
January	\$ 116,297.21	\$ 23,259.44	\$ 93,037.77	\$ 37,215.11	\$ 3,721.51	\$ 52,101.15
February	\$ 109,385.13	\$ 21,877.03	\$ 87,508.10	\$ 35,003.24	\$ 3,500.32	\$ 49,004.54
March	\$ 99,492.27	\$ 19,898.45	\$ 79,593.82	\$ 31,837.53	\$ 3,183.75	\$ 44,572.54
April	\$ 109,871.58	\$ 21,974.32	\$ 87,897.26	\$ 35,158.91	\$ 3,515.89	\$ 49,222.47
May	\$ 105,330.46	\$ 21,066.09	\$ 84,264.37	\$ 33,705.75	\$ 3,370.57	\$ 47,188.05
June	\$ 123,526.88	\$ 24,705.38	\$ 98,821.50	\$ 39,528.60	\$ 3,952.86	\$ 55,340.04
June Pro Rata	\$ 102.51	\$ 20.50	\$ 82.01	\$ 32.80	\$ 3.28	\$ 45.92
Totals	\$ 1,364,207.20	\$ 272,841.44	\$ 1,091,365.76	\$ 436,546.30	\$ 43,654.63	\$ 611,164.83

102.32%

	FY2021	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 120,784.30	\$ 24,156.86	\$ 96,627.44	\$ 38,650.98	\$ 3,865.10	\$ 54,111.37
August	\$ 122,574.17	\$ 24,514.83	\$ 98,059.34	\$ 39,223.73	\$ 3,922.37	\$ 54,913.23
September	\$ 118,636.48	\$ 23,727.30	\$ 94,909.18	\$ 37,963.67	\$ 3,796.37	\$ 53,149.14
October	\$ 129,010.92	\$ 25,802.18	\$ 103,208.74	\$ 41,283.49	\$ 4,128.35	\$ 57,796.89
November	\$ 118,740.77	\$ 23,748.15	\$ 94,992.62	\$ 37,997.05	\$ 3,799.70	\$ 53,195.86
Dec Prorata	\$ 195.61	\$ 39.12	\$ 156.49	\$ 62.60	\$ 6.26	\$ 87.63
December	\$ 121,766.55	\$ 24,353.31	\$ 97,413.24	\$ 38,965.30	\$ 3,896.53	\$ 54,551.41
January	\$ 136,602.56	\$ 27,320.51	\$ 109,282.05	\$ 43,712.82	\$ 4,371.28	\$ 61,197.95
February	\$ 119,113.35	\$ 23,822.67	\$ 95,290.68	\$ 38,116.27	\$ 3,811.63	\$ 53,362.78
March	\$ 115,059.61	\$ 23,011.92	\$ 92,047.69	\$ 36,819.08	\$ 3,681.91	\$ 51,546.71
April	\$ 144,544.87	\$ 28,908.97	\$ 115,635.90	\$ 46,254.36	\$ 4,625.44	\$ 64,756.10
May	\$ 138,512.60	\$ 27,702.52	\$ 110,810.08	\$ 44,324.03	\$ 4,432.40	\$ 62,053.64
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,385,541.79	\$ 277,108.36	\$ 1,108,433.43	\$ 443,373.37	\$ 44,337.34	\$ 620,722.72

103.92%

**RESOLUTION BY THE
CANDLER COUNTY BOARD OF COMMISSIONERS**

A RESOLUTION AMENDING THE COUNTY BUDGET FOR THE FISCAL YEAR 2021

On this day, the 7th day of June 2021, the Candler County Board of Commissioners, having met for the purpose of discussing and passing a resolution, amending the County budget for the 2021 fiscal year do resolve that:

Whereas, the Board of Commissioners in the Budget Resolution for Fiscal Year 2021 reserved the right to amend said budget; and,

Whereas, the Board of Commissioners of Candler County are required to provide a balanced budget and approve all budgetary changes; and,

Whereas, changes in anticipated expenditures have occurred during the budget year; and,

Whereas, the Board of Commissioners of Candler County are desirous of amending the adopted budget to reflect these changes;

Therefore, upon a motion and second by the Candler County Commissioners, such a resolution is adopted, and the Candler County Commissioners issue the following budget amendment for the FY2021 budget;

For the fiscal year 2021 the budget is hereby amended as follows:

Fund 100 – General Fund

Public Buildings (1565)

- Increase by \$5,000 for the provision of COVID-19 safety equipment (100-1565-53-1601) for jury selection and trials. (Approved for funding December 21, 2020)
- Increase Contract Services (100-1565-52-2130) by \$13,700 for increases to cleaning expense related to the 25 Daniel Street building.
- Increase Professional Other (100-1565-52-1203) by \$3,300 for costs associated with moving the Tax Assessor and Tax Commissioner offices to 25 Daniel St.

Information Technology (1535)

- Increase by \$1,994.75 for the purchase of Microsoft Exchange CALs (Approved for funding December 21, 2020)

Tax Commissioner (1545)

- Increase Overtime (100-1545-51-1300) by \$5,100 to address overtime personnel costs incurred during FY21
- Increase Group Health Insurance (100-1545-51-2100) by \$3,000 to address changes in health insurance costs during FY21

**RESOLUTION BY THE
CANDLER COUNTY BOARD OF COMMISSIONERS**

Tax Assessor (1550)

- Increase professional other (100-1550-52-1203) to \$3,325, an increase of \$625, for additional costs for timber tract evaluation

Probate (2450)

- Increase Computer Service (100-2450-52-1303) by \$3,000 to address the addition of ICON court software
- Increase Education & Training (100-2450-52-3700) by \$585 to address increased training costs incurred in FY21
- Increase Office Supplies (100-2450-53-1101) by \$1,866 to address increased supplies costs for FY21

Detention Center (3326)

- Increase Prisoner Medical (100-3326-52-1205) by \$35,000 to address increased expenditures related to inmate health and COVID-19
- Increase Building Repair & Maintenance (100-3326-52-2201) by \$6,521 to address expenditures incurred in maintenance of the detention facility
- Increase Prisoner Supplies (100-3326-53-1112) by \$4,000 to address expenditures for additional supplies

Emergency Medical Services (3600)

- Increase small equipment (100-3600-53-1600) by \$15,735.60 for the purchase of a LUCAS device. (Approved November 16, 2020)

Coroner (3700)

- Increase body transport (100-3700-52-3903) by \$10,000
- Increase professional other (100-3700-52-1203) by \$9,000
- Increase education & training (100-3700-52-3700) by \$640
- Increase travel (100-3700-52-3500) by \$1,896
- Increase dues & subscriptions (100-3700-52-3603) by \$75.00

Emergency Management Agency (EMA) (3920)

- Increase service contracts (100-3920-52-2207) to \$3,440.00
- Increase EMA Communications – Code Red (100-3920-52-3204) to \$5,400

Collections (4520)

- Increase Unemployment (100-4520-51-2600) by \$1,103.88 to address unbudgeted expense for UI reimbursement

**RESOLUTION BY THE
CANDLER COUNTY BOARD OF COMMISSIONERS**

Other Departments (9000)

- Increase hospital loan payments (100-9000-58-1300) to \$305,228.90

321 – 2018 SPLOST

321-3300-54-2401 Sheriff – Other Electronic Equipment

- Increase appropriation to \$3,187.50.

321-3300-54-2201 Sheriff – Capital Purchase

- Increase appropriation to \$12,000 for the upgrade of a command vehicle to a patrol vehicle
- (Approved for funding April 5, 2021)

321-4530-54-2100 Solid Waste – Water Trailer

- Increase appropriation to \$3,000.

320 – 2011 SPLOST

320-1535-54-2402 IT - Courthouse Renovation IT Upgrade

- Increase appropriation to \$21,983.26



Glyn Thrift, Chairman
Candler County Board of Commissioners



Kellie Lank, County Clerk



Exhibit E

STATE OF GEORGIA

COUNTY OF CANDLER

RESOLUTION

WHEREAS Candler County Georgia, is a political subdivision of the State of Georgia (herein after "Candler County"); and

WHEREAS the City of Metter, Georgia is a Municipal Corporation organized pursuant to the laws of the State of Georgia (herein after "City"); and

WHEREAS the County and the City have entered into a comprehensive service strategy as required by Georgia law; and

WHEREAS the County and the City have agreed to modify said Comprehensive Service Delivery Strategy; and

WHEREAS said modification requires the County to convey its interest in certain real property described in this resolution as Exhibit A; and

WHEREAS the City has agreed to accept such conveyance.

It is now therefore resolved that the County shall convey by a properly executed Quitclaim Deed the property described in this resolution as Exhibit A to the City. The chairmen of the Candler County, Georgia commission is hereby authorized to execute said Deed, and the Clerk of Candler County, Georgia is hereby authorized to affix the seal to said deed.

Adopted this 7th day of June, 2021.

COUNTY OF CANDLER, GEORGIA

By: [Signature]
Glen Thrift, Chairman

Attest: [Signature]
Kellie Lank, Clerk



CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Candler County, keeper of the records and seal thereof, certifies that the foregoing is a true and correct Copy of a memorandum of understanding approved and adopted by majority vote of said Board of Commissioners in a meeting assembled on June 7, 2021, the original of which memorandum of understanding has been entered in the official records of said Board of Commissioners under my supervision and is in my official possession, custody, and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia.



Maranda K. Lank
Maranda Kellie Lank, Clerk
Board of Commissioners of Candler County

PLEASER RETURN TO:
J. KENDALL GROSS
P. O. BOX 695
METTER, GA 30439

STATE OF GEORGIA
COUNTY OF CANDLER

QUITCLAIM DEED

THIS INDENTURE, made the 7th day of June, 2021 in the year of our Lord, Two Thousand Twenty One between the **BOARD OF COMMISSIONERS OF CANDLER COUNTY**, as party of the first part, herein after called Grantor, and **CITY OF METTER**, as party of the second part, herein after called Grantee (the words "Grantor" and "Grantee" to include its respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee, the following described property, to wit:

All that tract or parcel of land situate, lying and being in the 1685th G.M. District of Candler County, Georgia, and in the City of Metter, and containing 20.108 acres, more or less, all as shown by that certain plat of survey dated August 14, 1989, by George William Donaldson, Georgia Registered Land Surveyor Number 1970, said plat being recorded in Plat Book 6, Page 150 of the

Candler County records, which plat and the reference thereof is incorporated herein as if though fully set out herein for a more complete and accurate description. Said parcel of land is bounded now or formerly as follows: On the North by the right-of-way of Lytell Street; on the East by lands of Byron Lanier and the right-of-way of Rountree Street; on the South by lands of Steve Taylor and Vickie T. Bird; and, on the West by lands of Metter-Candler County Development Authority and a 60 foot road way right-of-way.

The within conveyed property is commonly known as the Lake Mercer Community Park.

THIS DEED WAS PREPARED BY THE LAW OFFICE OF J. KENDALL GROSS P.C., NO TITLE SEARCH WAS CONDUCTED PRIOR TO CLOSING AND NO REPRESENTATIONS OR OPINIONS HAVE BEEN MADE OR GIVEN WITH RESPECT TO THE MARKET ABILITY OF THE TITLE TO THE PROPERTY CONVEYED HEREBY.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have claim, or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

**BOARD OF COMMISSIONERS OF
CANDLER COUNTY**

By 

Signed, sealed and delivered
in the presence of:

Maramda K. Gank
Witness

Stacey H. Stasbro
Notary Public



Exhibit F

Family Connection - FY 2022
Local GovernmentFAMILY CONNECTION FY 2022 CONTRACT
CONTRACT TRANSMITTAL

TO: County Family Connection Fiscal Agent

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2022 Family Connection contract (July 1, 2021 to June 30, 2022) is attached.

The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.

To execute the contract please do the following:

1. Verify the following items: (If corrections are needed, please mark through error, and write in blue ink the correction needed. We will correct our data base after receipt of your signed contract.)
 - a. That your organization's name and legal address are correct in Paragraph 101.
 - b. That your organization's Federal Employer Identification (FEI) is correct on page 1.
 - c. That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.
 - d. That your organization's name and address for mailing purposes, along with your telephone number, fax, and email, are correct in Paragraph 103 A.2. And B.
2. The Department of Human Services will now accept digital signatures or an actual signature you have created. If you have the software to sign electronically, you may sign the document and return to lunsford@gafcp.org by email.
3. If you do not have the capability to sign electronically, print one copy of the contract.
 - a. Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document. Ensure signature is witnessed as required.
 - b. Ensure that Annex D, Business Associate Agreement, is completed and signed on page 8 of Annex D. Annex D-1 should have N/A on the first line and Annex D-2 must be initialed by the signer of the contract on the 1st line signifying the Contractor does not need any user accounts to access the Department of Human Services Protected Health Information Systems.
 - c. Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract being delayed and delay your receipt of an executed contract for FY2022.
 - d. Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2022 Budget Proposal. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. In lieu of the affidavit, individuals with Zero (0) Employees may submit the Security and Immigration Compliance – Purchase of Services \$2,499.99 or More, select Option 2 and attach a copy of their state issued driver's license or identification card along with a signed and complete exemption form and attached to the contract in lieu of a Sub-Contractor Affidavit. This form is attached.
4. If you do not have the capability for electronic signature, you must mail one contract with original signatures and names and titles, etc. to:

Linda Lunsford
Georgia Family Connection Partnership
235 Peachtree Street - Suite 1600
Atlanta, GA 30303 - 1422

After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email along with report requirements.

The Department of Human Services requires all payments over \$5,000 must be paid by direct deposit. Please make sure your bank account routing is accurate. If a change in your account has occurred or you are not currently enrolled with the State's Vendor Management System you must complete the attached Vendor Form, attach a voided check, and return along with your signed contract.

If you need assistance, please email lunsford@gafcp.org or call Linda Lunsford at 404.739.0057.

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT**

This Contract is entered into between the Department of Human Services and the Contractor named below:
State Entity's Name: Department of Human Services, (hereinafter the "Department" or "DHS")

Contractor's Name: [REDACTED] (hereinafter the "Contractor") Candler County Board of Commissioners	Contractor's Address: [REDACTED] 1075 E Hiawatha St. Metter, GA 30439-0046
Contractor's FEI #: 58-6000793	Contractor's Accounting Year End Date: June 30
Contractor's Entity Type: Local Government	

Department Administrative Information

DHS Contract #: 42700-93- Requisition #: N/A	Sub-recipient Y <input type="checkbox"/> N <input checked="" type="checkbox"/> If Y, DUNS #: N/A Vendor Y <input checked="" type="checkbox"/> N <input type="checkbox"/>
DHS (state) Financials Vendor ID #: [REDACTED]	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense Revenue No Cost

Total Obligation: \$48,000.00 Federal: \$0.00 State: \$48,000.00 Match: \$0.00 Other: \$0.00

Contract Term:

Contract Start Date: July 1, 2021

Contract Expiration Date: June 30, 2022

Contract Fiscal Year: FY 2022

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc.
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, Georgia 30303-1422
Telephone #: 404-527-7394
Fax: 404-527-7443

Georgia Department of Human Services
Attn: Pamela Rowie
Two Peachtree Street, N.W., 27th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404-295-3774
Fax: 770-342-7407

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Candler County Board of Commissioners
Attn: Glenn Thrift, County Manager
1075 E Hiawatha St.
Metter, GA 30439-0046
912-685-2835
gthrift@candlerco-ga.gov

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Candler County Board of Commissioners
1075 E Hiawatha St.
Metter, GA 30439-0046

SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

"Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **"DHS"** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION:

(103) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(104B) 06/27/18

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(105A) 03/07/18

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY:

(106) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract

PARA #107 CONFLICT OF INTEREST:

(107FC) 03/07/18*

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:
 - (1) Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be an elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
 - (2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

PARA #108 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #109 USE OF STATE VEHICLES:

(109A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #110 INDEPENDENT CONTRACTOR RELATIONSHIP:

(110) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(111) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(112) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 SEVERABILITY:

(113) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION:

(114) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - (2) Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation
 - (3) Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 - (6) An assignment is made by the Contractor for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 - (8) The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #115 COOPERATION IN TRANSITION OF SERVICES:

(115) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #116 FORCE MAJEURE:

(116) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #117 ACCESS TO RECORDS AND INVESTIGATION:

(117) 04/01/13

- A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #118 COLLECTION OF AUDIT EXCEPTIONS:

(118A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #119 DEPARTMENT APPROVAL OF SUBCONTRACTS:

(119A) 03/07/18

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution and any such approval given shall be in writing. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the Department for any Federal or State audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

PARA #120 PUBLICITY:

(120) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #121 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:

(121A) 03/07/18

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. **INVENTIONS AND PATENTS:** The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall determine whether protection of the invention or discovery shall be sought. The Department and such Federal agency(ies) will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. **COPYRIGHTS:** The Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material to retain a portion or all ownership interest in the work. Any such authority

regarding ownership shall be in writing and signed by both parties. The Parties further agree that the Department and Contractor retain all their respective ownership rights to any previously copyrighted materials which are employed in the performance of the Contract and that no Party obtains any right, title or interest in such other Party's works.

- C. **PUBLICATIONS:** All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.
- D. **DESIGNATION OF WORK FOR HIRE OR INVENTION FOR HIRE:** In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

PARA #122 CONSULTANT/STUDY CONTRACT:

(122) 03/07/18

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #123 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(123) 03/07/18

- A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #124 DRUG-FREE WORKPLACE:

(124) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
- (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:

(125C) 03/07/18

Contractor agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #126 CRIMINAL HISTORY INVESTIGATIONS:

(126A) 03/07/18

A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent- GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.

C. Provisions of paragraphs A and B shall not apply to:

- (1) Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
- (2) Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #127 AIDS POLICY:

(127) 03/07/18

A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #128 INDEMNIFICATION:

(128) 03/07/18

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the

Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure the insurance policies required by this Contract, in coverage amounts as specified in this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the state.

PARA #129 PROPERTY MANAGEMENT REQUIREMENTS:

(129A) 03/07/18

The Contractor agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, (OFSS) Asset Management Unit.
- B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal, Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services
Attn: Sharon Burrow
2 Peachtree Street NW, 28th Floor
Atlanta, Georgia 30303-3142
ofssassetmanagementunit@dhs.ga.gov

For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

- D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
 - (1) Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.
 - (2) Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

PARA #130 FUNDING:

(131) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the state of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

PARA #131 PARTIES BOUND:

(132) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #132 COOPERATION WITH OTHER CONTRACTORS:

(133) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #133 CONTRACTOR ACCOUNTING REQUIREMENTS:

(134) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #134 TIME OF THE ESSENCE:

(135) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein as Annex A

PARA #135 ASSIGNMENT AND MERGER:

(136) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

SECTION II SPECIAL TERMS AND CONDITIONS:

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 3/17/03

WITNESSETH:

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. The Contractor agrees
 - 1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A**.
 - 2. To deliver services at sites as described in **Annex A**.
 - 3. To provide Family Connection activities for and services to children and their families in order to

Improve family functioning, including family stability and reduce incidence of child abuse.

- Improve family economic capacity, including job training and employment, housing, and community economic development.
- Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.
- Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.
- Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on Annexes B and C.

AND

B. The Department will.

- 1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.
- 2. Provide state level administrative and specialized assistance support for Family Connection implementation.
- 3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
- 4. Ensure facilitators are available to assist Family Connection collaboratives

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301C) 03/10/16

The total approved budget for this Contract is \$48,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$48,000.00.

PARA #302 CONTRACT BUDGET ANNEX:

(302) 03/07/18

- A. The budget attached to this Contract as Annex B, Part 1 is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

- Deduction Alternative
- Cost Sharing or Matching Alternative
- Additional Cost Alternative
- No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION:

(303B) 3/10/16

- A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

PARA #304 PROGRAMMATIC REPORT:

(304) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as Annex C, Part 1. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as Annex B, Part 2.

PARA #305 EXPENDITURE REPORT SUBMISSION:

(305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract as Annex B, Part 1.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as Annex D titled, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. COMPLIANCE WITH SECURITY MANAGEMENT PROCESS: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in Annex E titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. § 13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in Annex E titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- F. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.
- G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.
- H. Fair Labor Standards Act of 1938, as amended.
- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.

- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
- (1) Whether or not client's health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING:

(405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2022
Annex A - Part 4	FY 2022 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2022
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2022 Plan of Action
Annex D	HIPAA Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Candler County Board of Commissioners

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

I, the undersigned Commissioner of Candler County, certify that this contract is entered in Book No. ____, Page No. ____, of the official minutes of the Commission of Candler County.

CONTRACTOR EXECUTION:



Signature

June 7, 2021

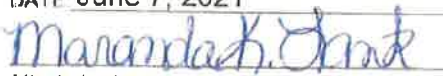
***Date signed by Contractor

Glyn Thrift

*Typed name of Individual signing

Chairman, Commission of
Candler County

DATE June 7, 2021



Attestor's signature

Maranda Kellie Lank

Attestor's typed name

County Clerk

**Title of Attestor

*Must be Chairman or sole Commissioner

**Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

Robyn A. Crittenden
Commissioner

Date signed by the Department



Annex A Part 1

**Family Connection
CONTRACT COVER PAGE**

FY 2022 Annual Plan
(July 01, 2021 - June 30, 2022)

County:

Region:

Name of Collaborative: Candler County Family Connection Inc.

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Lisa Rigdon	Name: Dennis Allen
Title: Executive Director	Title: County President
Mailing Address: PO Box 66	Mailing Address: Queensborough National Bank P O BOX 66
City: Metter 9 digit zip: 30439-0066	City: Metter 9 digit zip: 30439-9712
Street Address (if different): 20 NW Broad St	Street Address (if different): 20 NW Broad St
City: Metter 9 digit zip: 30439-3615	City: Metter 9 digit zip: 30439-0000
Phone: (912) 362-0198	Phone: (912) 685-4000
Fax:	Fax: 9126854688
Email: lrigdon@metter.org	Email: dallen@qnbtrust.com

Legal Name of Fiscal Agent Entity

Federal Identification Number of Fiscal Agent
(Required)

Fiscal Agent's Fiscal Year End
Month & Day

Fiscal Agent Information	County: Candler
<p>The Candler County Board of Commissioners agrees to serve as the fiscal agent for Candler County Family Connection Inc. for the period of July 01, 2021 - June 30, 2022.</p>	
<p>The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.</p>	
<p>Reports are to be submitted to:</p>	<p>Contract Manager Family Connection Partnership 235 Peachtree Street, Suite 1600 Atlanta, GA 30303-1422</p>
<p>THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.</p>	<p>Fiscal Agent Information</p>
	<p>Fiscal Agent's Fiscal Year End: Month: <u>June</u> Day: <u>30</u></p>
	<p>Fiscal Agent's FEI#: 58-6000793</p>
	<p>Legal Name of Fiscal Agent Entity:</p>
	<p><u>Candler County Board of Commissioners</u></p>
	<p>Street Address (cannot be a P.O. Box):</p>
	<p><u>1075 E Hiawatha St.</u></p>
	<p>City, State, 9 digit zip code:</p>
	<p><u>Metter, GA 30439-0046</u></p>
	<p>Telephone: 912-685-2835</p>
	<p>Fax:</p>
	<p>Fiscal Agent Contact Person:</p>
	<p>Name: <u>Glenn Thrift</u></p>
	<p>Title: <u>County Manager</u></p>
	<p>Telephone: 912-685-2835</p>
	<p>Fax:</p>
	<p>Email: <u>gthrift@candlerco-ga.gov</u></p>
	<p>Mailing Address if different from street address:</p>
	<p><u>1075 E Hiawatha St.</u></p>
	<p><u>Metter, GA, 30439-0046</u></p>
<p>Person authorized to sign for Fiscal Agent:</p>	
<p>Name: <u>Glenn Thrift</u></p>	
<p>Title: <u>Chairman of Candler County Board of Commissioners</u></p>	
<p>Contract will be emailed to:</p>	
<p>Name: <u>Glenn Thrift</u></p>	
<p>Email: <u>gthrift@candlerco-ga.gov</u></p>	

**Family Connection
PLAN SUMMARY for FY 2022**

County: Candler

I. Core Collaborative Functions

The Candler County Family Connection Inc. collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families

Goal: Improved conditions for children and families in Candler County

Outcome: Improved School Success.

Indicator

Centers and family child care homes rated in Quality Rated [CR8]

Children enrolled in the Georgia Pre-K program [CR2]

Children, ages 3 to 4, not attending preschool [CR6]

3rd grade students achieving Developing Learner or above on Milestones ELA assessment [CS8a]

3rd grade students achieving Proficient Learner or above on Milestones ELA assessment [CS8b]

Other [LD10] Dibels score for k-3rd

Strategy: Candler County Family Connection will collaborate with partners, families and students to overcome barriers that hinder students from being proficient readers by 3rd grade.

Budget Proposal FY22

County: Candler

Expense Type	Family Connection Budget Allocation	Description of Expenses		
Personal Services	\$0	Position Title		Cost
Regular Operating	\$0	List of expenses		Total Cost \$0.00
Travel	\$0	List of expenses		Total Cost \$0.00
Equipment	\$0	Equipment		Cost
Per Diem, Fees & Contracts	\$48000	Legal Name of Contractor	Description of Services/Deliverables	Cost
		executive director	executive director contract labor and services	\$48,000.00
Tele-communications	\$0	List of expenses		Total Cost \$0.00
Other	\$0	List of expenses		Total Cost \$0.00
TOTAL	\$48000			

Quarterly Subcontractor Report FY22

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

Mail to:

Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors <i>(Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)</i>			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]

Fiscal Agent Signature

Print Name

Date: _____

For Office Use Only:	
Date Received at	
Georgia Family Connection Partnership	Initials

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Quarterly Narrative Report FY22

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only:
Date Received at Georgia Family Connection Partnership _____ Initials _____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

**Family Connection
Status Report
FY 2022 Plan of Action (if Required)**

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:
	Date:

This is to verify that the development of the FY 2022 Plan of Action for the above referenced county has been completed as required.

Signature, Community Support Team Leader

Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:

Date Received at Family Connection Partnership

Initials

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Candler County Board of Commissioners** (hereinafter referred to as "Contractor") as an annex to **Contract No. _____** between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

- 4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.
- 5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
- 6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
- 7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman
 DHS HIPAA Privacy Officer
 Office of General Counsel
privacy@dhs.ga.gov
 404-463-0363

Randy C. Coleburn
 DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
 404-651-9876

B. At Contractor: Glenn Thrift
 County Manager
 Candler County Board of Commissioners
gthrift@candlerco-ga.gov
 912-685-2835

8. Contractor agrees that it will:

A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.
- In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.
- N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. **DHS agrees that it will:**

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
 - ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
 - iii. This Effect of Termination section survives the termination of the Agreement.
11. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
 12. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
 13. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on next page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Candler County Board of Commissioners

BY: 
SIGNATURE
Glyn Thrift

June 7, 2021
DATE

Chairman
TITLE*

* Must be President, Vice President, CEO or Other Officer. Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX D-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D-2

Part 1:

Please initial beside the correct option. Please select only one option.

26/7 Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

55920 (This is a 4, 5, or 6 digit number, also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

September 27, 2007
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Candler County Board of Commissioners
Name of Contractor (Legal Name of Contractor, not an abbreviated version)

[Signature]
Name of Project (or Service Provided, such as "DFCS Client Services")

Department of Human Services
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on June 7, 2021 in Metter(city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Bryan Aasheim/County Administrator
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 7th DAY OF June, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires:

February 26, 2024



Brian P. Kemp
Governor



ANNEX F

Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>, Navigate to "Divisions & Offices", scroll to "Office of Inspector General" and click "online form".

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142

Brian P. Kemp
Governor

Robyn A. Crittenden
Commissioner



Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Contractor Name: Lisa Rigdon

RE: Security and Immigration Compliance – Purchase of Services \$2,499.99 or More

Dear Sir or Madam:

The Department of Human Services (DHS), among other public employers in Georgia, is required to ensure that its Contractors comply with the provisions of Title 13, Chapter 10, Article 3 titled Security and Immigration Compliance. See Senate Bill 160 at <http://www.legis.ga.gov/Legislation/en-US/display/20132014/SB/160>.

Accordingly, DHS is required to obtain the sworn affidavit herein provided for purchases of services which exceed \$2,499.99. The Contractor's representative must complete the information in the spaces provided on the form titled "Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)" and sign on behalf of the Contractor in the presence of a notary public.

Contractor should return the Contractor Affidavit to DHS. The Subcontractor and Sub-Subcontractor Affidavits should not be returned. They are to be used by you as the Contractor. If additional copies of the forms are needed, they can be found at http://www.audits.ga.gov/NAIGAD/section_3_affidavits.html. Again, do not return the Subcontractor and Sub-Subcontractor Affidavits.

If you are an individual (non-entity) claiming an exemption under Option 1 or Option 2 below, check the appropriate option, sign, date and return this letter to DHS with a copy of your driver's license (Option 1 only).

Please return the required documents immediately to permit DHS to report compliance in a timely manner. Questions concerning compliance with or exemption from Title 13, Chapter 10, Article 3 must be directed to your legal advisor. We appreciate your prompt consideration of this matter.

Claim of Exemption (check only one (1) option, if applicable)

Option 1: Applies only to licensed professionals (individuals only-not entities) such as Attorneys, Pharmacists, Certified Public Accountants, etc.

As an individual (non-entity) Contractor who is licensed pursuant to the Official Code of Georgia, Annotated (O.C.G.A.) Title 26 or Title 43 or by the State Bar of Georgia (Attorneys), in good standing, and who has contracted with DHS to render such licensed professional services, I am exempt from providing the affidavit required by O.C.G.A. Title 13, Chapter 10, Article 3.

Option 2: Applies only to Contractors with Zero (0) Employees

As a Contractor who has zero (0) employees and has no intent to hire employees during the project period, in lieu of the affidavit required by O.C.G.A. 13-10-91(b), I am submitting a copy of my state issued driver's license or identification card. The driver's license or identification card is issued by a state that verifies lawful immigration status prior to issuance.

Copy of Driver's License or Identification Card is Attached for Option 2 (not required for Option 1).

Lisa Rigdon

Individual's Printed Name

Individual's Signature

Date Signed

Attachments: Contractor, Subcontractor and Sub-Subcontractor Affidavit Forms

Exhibit G**INDIGENT DEFENSE MEMORANDUM OF
AGREEMENT IN LIEU OF STANDARD
CONTRACT****IT IS AGREED AS FOLLOWS:****ADDITIONAL PERSONNEL**

Additional personnel. The Counties agree to pay to the Public Defender Office the amount provided in Attachment A for the additional personnel listed in Attachment A. The Counties agree to the terms for payment provided in Attachment A. The amount to be paid includes a 5% administrative service fee. The additional personnel employed by the Public Defender Office pursuant to this Section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Public Defender Office pursuant to this Section serve at the pleasure of the Circuit Public Defender of the Middle Judicial Circuit.

OFFICE EXPENSES

Office expenses. The Counties agree to pay their pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The Counties agree to the terms for payment provided in Attachment B.

SALARY SUPPLEMENTS

Salary supplements. The Counties agree to pay the salary supplements, if applicable.

TERM

Term. The term of this agreement is 12 months beginning July 1, 2021 and ending June 30, 2022.

COOPERATION

Cooperation. The Public Defender Office and the Counties collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters. Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

TERMINATION

Termination. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the party at least 30 days prior to the effective date of cancellation or termination. After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions in the following paragraph.

COOPERATION IN TRANSITION OF SERVICES

Cooperation in Transition of Services. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

ADVANCE OF FUNDS

Advance of Funds. The counties acknowledge that they are required to pay the salaries and expenses provided in this agreement in advance. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this agreement may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement all unexpended and unobligated county funds held by the parties revert Counties. The parties agree to reconcile expenditures against advance of funds within 30 days of termination of this agreement.

This the 7th day of June, 2021.



ATTEST:

Mariane Cook

CANDLER COUNTY *

By: [Signature]
Bryan Aasheim, Administrator

This the 4 day of June, 2021.

ATTEST:

Carol Perry

EMANUEL COUNTY

By: [Signature]
L. Guy Singletary, Administrator

This the ___ day of _____, 2021.

ATTEST:

JEFFERSON COUNTY

By: _____
Jerry Coalson, Administrator

This the 3rd day of June, 2021.

ATTEST:

Sharon Harris

TOOMBS COUNTY

By: [Signature]
John Jones, Administrator

This the 4 day of June, 2021.

ATTEST:

Heri Lewis

WASHINGTON COUNTY

By: [Signature]
Dustin Peebles, Administrator

ATTEST:

GEORGIA PUBLIC DEFENDER COUNCIL

By: _____
Omotayo B. Alli
Executive Director

ATTACHMENT "A"

July 1, 2021 – June 30, 2022

The Counties agree to pay the Public Defender Office **\$460,459.75** in 12 monthly installments. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2021. Invoices will be sent to the following addresses:

Candler County Commissioners
1075 E. Hiawatha Street, Suite A
Metter, Georgia 30439

Emanuel County Board of Commissioners
Post Office Box 787
Swainsboro, Georgia 30401

Jefferson County Board of Commissioners
Post Office Box 658
Louisville, GA 30434-0658

Toombs County Board of Commissioners
Post Office Box 112
Lyons, Georgia 30436

Washington County Board of Commissioners
Post Office Box 271
Sandersville, Georgia 31082

Installments will be paid directly to the GPDC at the following address:

GPDC
270 Washington Street
Suite 5198
Atlanta, Georgia 30334

Definition. For the purposes of this agreement and this attachment the term "additional services" means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

Additional Services. The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner

which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services cases pursuant to this attachment. The provisions regarding the cooperation in transition of services shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligation under this attachment immediately terminate subject to the provisions of the cooperation in transition of services.

Additional Services. The Public Defender Office agrees to provide the Counties legal representation as described below:

Representation of parents in child deprivation cases brought by the State of Georgia against said parents in the Juvenile Courts of Candler, Emanuel, Jefferson, Toombs and Washington Counties. These Counties remain responsible for conflict of interest cases arising from these courts.

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2021 - June 30, 2022

Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary				
Chief Public Defender (Payne)	1	\$ 107,636.64	\$ 8,224.20	\$ 26,543.20	\$ 32,779.66	\$ 31.00	\$ 175,224.70	
APD (Palmer)	1	\$ 51,500.00	\$ 3,939.75	\$ 12,699.90	\$ 15,683.81	\$ 31.00	\$ 83,854.46	
APD (Karrh)	1	\$ 71,363.28	\$ 5,439.29	\$ 17,598.18	\$ 21,732.97	\$ 31.00	\$ 116,184.73	
TOTAL:	3	\$ 230,499.92	\$ 17,633.24	\$ 56,841.28	\$ 70,196.45	\$ 93.00	\$ 375,263.89	

Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary				
Investigator (Fagler)	1	\$ 51,500.00	\$ 3,939.75	\$ 12,699.90	\$ 15,683.81	\$ 31.00	\$ 83,854.46	
Administrative Staff (Corley)	1	\$ 58,680.72	\$ 4,489.08	\$ 14,470.67	\$ 17,870.63	\$ 31.00	\$ 95,542.09	
Administrative Staff (Shepard)	1	\$ 33,425.28	\$ 2,557.03	\$ 8,242.67	\$ 10,179.33	\$ 31.00	\$ 54,435.32	
TOTAL:	3	\$ 143,606.00	\$ 10,985.86	\$ 35,413.24	\$ 43,733.77	\$ 93.00	\$ 233,831.87	

Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary				
APD (Karrh)	1	\$ 5,001.84	\$ 382.64	\$ 1,233.45	\$ 1,523.26	\$ -	\$ 8,141.19	
APD (Prince)	1	\$ 50,000.00	\$ 3,825.00	\$ 12,330.00	\$ 15,227.00	\$ 31.00	\$ 81,413.00	
APD (Nelson)	1	\$ 73,650.73	\$ -	\$ -	\$ -	\$ -	\$ 73,650.73	
TOTAL:	3	\$ 128,652.57	\$ 4,207.64	\$ 13,563.45	\$ 16,750.26	\$ 31.00	\$ 163,204.92	

Name	#	Salaries	FICA		Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary				
Investigator (Coxwell)	1	\$ 51,000.00	\$ 3,901.50	\$ 12,576.60	\$ 15,531.54	\$ 31.00	\$ 83,040.64	
Investigator (Fagler)	1	\$ 6,501.84	\$ 497.39	\$ 1,603.35	\$ 1,980.07	\$ -	\$ 10,582.65	
Advocate (Sturting)	1	\$ 47,000.00	\$ 3,595.50	\$ 11,590.20	\$ 14,313.38	\$ -	\$ 76,499.08	
TOTAL:	3	\$ 104,501.84	\$ 7,994.39	\$ 25,770.15	\$ 31,824.99	\$ 31.00	\$ 170,122.37	

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2021 - June 30, 2022

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Office Rent	*	\$ 600.00	\$ 7,200.00
Operational Expenses	*	\$ 7,333.82	\$ 88,005.80
TOTAL:		\$ 7,933.82	\$ 95,205.80

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 375,263.89	\$ 163,204.92
Public Defender Administrative	*	\$ 233,831.87	\$ 170,122.37
5% Administrative Fee	*	\$ -	\$ 16,666.36
Travel	*	\$ 15,000.00	\$ -
Expert Witness	*	\$ 7,000.00	\$ -
Office Expenditures	*	\$ -	\$ 95,205.80
Supplemental Pay	*	\$ -	\$ 10,000.00
5% Administrative Fee	*	\$ -	\$ 5,260.29
TOTAL:		\$ 631,095.76	\$ 460,459.75

BREAKDOWN BY COUNTY			
		Annual	Monthly
Candler	11.12%	\$ 51,203.12	\$ 4,266.93
Emanuel	22.84%	\$ 105,169.01	\$ 8,764.08
Jefferson	17.11%	\$ 78,784.66	\$ 6,565.39
Toombs	27.52%	\$ 126,718.52	\$ 10,559.88
Washington	21.41%	\$ 98,584.43	\$ 8,215.37
CIRCUIT WIDE TOTAL:	100.00%	\$ 460,459.75	\$ 38,371.65

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Candler	11.12%	\$ 38,919.30	\$ 3,243.27
Emanuel	22.84%	\$ 79,938.55	\$ 6,661.55
Jefferson	17.11%	\$ 59,883.92	\$ 4,990.33
Toombs	27.52%	\$ 96,318.26	\$ 8,026.52
Washington	21.41%	\$ 74,933.64	\$ 6,244.47
CIRCUIT WIDE TOTAL:	100.00%	\$ 349,993.66	\$ 29,166.14

BREAKDOWN BY COUNTY (Operating)			
		Annual	Monthly
Candler	11.12%	\$ 12,283.83	\$ 1,023.65
Emanuel	22.84%	\$ 25,230.45	\$ 2,102.54
Jefferson	17.11%	\$ 18,900.75	\$ 1,575.06
Toombs	27.52%	\$ 30,400.27	\$ 2,533.36
Washington	21.41%	\$ 23,650.79	\$ 1,970.90
CIRCUIT WIDE TOTAL:	100.00%	\$ 110,466.09	\$ 9,205.51

Exhibit H

Sign and return this copy to ACCG by 7/1/2021

ACCG-IRMA
Renewal Contribution Worksheet - Revised
 7/1/2021 to 7/1/2022

Member: Candler County

COVERAGE AVAILABLE THROUGH ACCG-IRMA

General Liability	Automobile Liability	Equipment Breakdown
Law Enforcement Liability (LEL)	Automobile Physical Damage	Crime & Privacy and Security
Public Officials Liability (POL)	Property	

DEDUCTIBLES AND CONTRIBUTIONS

Unless noted otherwise, your deductible(s) will be the same as expiring and as noted in the Coverages & Limits section of this proposal.

Renewal Proposal	Contribution
Renewal Contribution:	\$98,737
Less Safety Credit:	(\$4,622)
Net Contribution Due:	\$94,115

*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE

Your Limit for Liability Coverage (Included in Contribution Above): **\$2,000,000**
 Note that these are the limits you chose last year. **With \$1,000,000 on Auto Liability**

Your liability limits may be increased in increments of \$1,000,000. We have provided the cost of any additional limits below.

(If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)

<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$3,000,000	\$5,574
Increase Limits to \$4,000,000	\$8,074
Increase Limits to \$5,000,000	\$10,574

For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG, the ACCG-IRMA Administrator, at 1.800.858.2224.

Sign and return this copy to ACCG by 7/1/2021

OPTIONAL UNINSURED MOTORISTS COVERAGE

Uninsured Motorists coverage provides a source of recovery for the negligent and tortious acts of an owner or operator of an uninsured motor vehicle. County governments are not legally responsible for the liability caused by uninsured motorists. Any bodily injury suffered by a county employee during and in the course of employment is covered by Workers' Compensation; otherwise, their injuries should be covered by their health insurance. Physical damage to county-owned vehicles should be covered under the Physical Damage section of the ACCG-IRMA Coverage Agreement.

Your current Uninsured Motorists coverage limit selection on file is \$100,000. Should you wish to change this coverage selection to a different limit please call ACCG, the ACCG-IRMA Administrator, at 1.800.858.2224.

IMPORTANT: This Contribution Worksheet must be signed, dated and returned to:

ACCG
email: accginsurance@accg.org
fax: (404) 522-1897
no later than 7/1/2021

Although we would like your contribution as soon as possible, please do not let the lack of payment delay your return of this worksheet. Until we are notified otherwise, your expiring limits and deductibles will apply in the event of a claim.

**SIGN
HERE**

Accepting For: Candler County

[Handwritten Signature]

Signature

Administrator

Title

6/8/21

Date

