

Candler County Board of Commissioners
Monday, June 6, 2022
5:00 p.m.

The following is a summary of the subjects acted on during the June 6, 2022 regular meeting (Summary of an open meeting in compliance with O.C.G.A. §50-14-1 (2)).

Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners Gregory Thomas, David Robinson and Blake Hendrix in attendance. County Administrator Bryan Aasheim, County Attorney Kendall Gross and attorney Cindy Delgado were also in attendance. Clerk Kellie Lank scribed.

The Metter Advertiser was notified of the meeting. Jerri Goodman attended. Citizens attending this meeting included: Jerry Lanier, Robert Hendrix, Joseph Reynolds, Paul Collins, Jason Douglas, Jasper Stone, Guadalyne Baca, Celestina Hinojosa, Maria Y. Baca, Pat Grooms, Lizeth Baca, Maximo Baca, Reyes Baca, Maria A. Baca, Jose Escalona, Daniel Chicola, Swinton and Alanda Sikes.

1. Call to Order

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

2. Invocation and *Pledge of Allegiance*

Chairman Thrift called on Candler County 4H member of the Board of Directors, Jasper Stone, to provide the invocation and led *Pledge of Allegiance*.

3. Approval of the Agenda

Commissioner Hendrix made a motion to approve the agenda as presented. Commissioner Robinson provided a second. The motion carried 4-0.

4. Department Reports-

- a. **Metter Fire Department, Jason Douglas:** City of Metter Fire Chief Douglas presented the May 2022 fire report and reported 51 calls with 2 mutual aid assists for the month, one to Tattnall County and one to Emanuel County. (Exhibit A)
- b. **Candler County EMS, Joseph Reynolds:** EMS Director Reynolds presented the monthly financial report and transport statement. Mr. Reynolds stated that Josie Swindell was publicly acknowledged as Paramedic of the Year and awarded a plaque for her outstanding service to the Candler County EMS department. (Exhibit B)

Commissioner Gregory Thomas entered the meeting at 5:06 P.M.

- c. **Landfill, Robert Hendrix:** Landfill Manager Robert Hendrix, reported that Allgreen/Atlantic Waste is currently running different trucks and asked if there are any complaints, to please let him know. He thanked the Commissioners for the bulldozer. He also mentioned the second annual water testing has been completed. He then mentioned that the Public Works staff had made repairs to the firing range fence for the Sheriff. He concluded his report with requesting a follow up call from Government Window to test the credit card payment system.

- d. Roads & Bridges, Jerry Lanier: Commissioner Thomas asked if the County can help Pulaski with waterline issues under the road. Commissioner Robinson requested brush cutting in Aline.
- e. Recreation: Coach Robins did not attend this meeting

5. Citizens wishing to address the Commission

a. Paul Collins – Presentation regarding Candler County's FY23 Health Insurance Plan

Paul Collins approached the Board to present a proposal for the FY23 health insurance plan with Pareto Legend Re renewal. Candler County entered into the Pareto insurance captive in FY2022. Mr. Collins explained the first year of the County being self-insured has proven productive. There are funds returned back to the County that the County would not have received with Blue Cross Blue Shield. As of May 27, 2022 Candler County has \$343,706.44 in reserve funds for FY22 insurance expenses. Year to date Candler County has received \$90,519.96 in stop loss reimbursements. Prescription claims make up 20% of county insurance spend through March 31, 2022. The FY22 claims will continue to be process through December 31, 2022.

The year-over-year comparison to proposed FY2023 insurance costs are below:

	FY22	FY23
Admin Costs (Meritain)	\$75,538	\$89,040
Stop Loss Premium (SunLife)	\$374,383	\$411,134
Paid Claims (County)	\$781,310	\$903,080
Capital Contribution (Pareto)	\$37,309	\$41,113
Totals	\$1,268,540	\$1,444,367
Net Change		+\$175,827
% Cost Increase		13.8%

b. Maria Baca – Old Pence Farm Road

Mrs. Baca brought before the Commissioners a complaint of a new resident blocking passage of Old Pence Farm Road. The new resident has erected a gate and plowed one side of the road making it difficult and impossible for the other residents to pass through freely as they have done for years past. She also mentioned there is an easement for all landowners granting access to their properties. Mr. Aasheim has confirmed and explained the County has not historically exercised dominion over Old Pence Farm Road. This private road has historically been maintained by the residents. Mr. Gross explained Old Pence Farm Road is a private road. The County cannot legally enforce the right of passage. However, the Superior Court Judge has the authority to enforce the easement.

6. Application for Commission approval, permit or variance –

a. Charles Holbrook – Request for approval of structure mounted solar panel array

Commissioner Hendrix made a motion to approve a request by Charles Holbrook for a structure mounted solar panel array located at 348 Branchwood Lane, Metter, GA 30439. Chairman Thrift provided a second. The motion carried. 5-0.

b. William Byrd – Request for approval of a structure mounted solar panel array
Vice-Chairman Jones made a motion to approve a request by William Byrd for a structure mounted solar panel array located at 16272 Meridy Road, Metter, GA 30439. Commissioner Robinson provided a second. The motion carried. 5-0.

7. Financial Report

Administrator Aasheim delivered the May 2022 Financial report. (Exhibit C)

- All accounts are balanced as of May 31, 2022
- The General Fund operating account closed the month with \$4,037,460.15. The total for the General Fund Contingency account was \$239,488.79. The total general Fund balance being \$4,276,948.94.
 - Revenue – 101%
 - Expenditures – 86%
- The Special Services District (SSD) balance at month end was \$1,009,785.37.
- The TSPLOST account closed the month at \$1,123,166.31. Ellis Wood Contracting has not invoiced for St. Matthews Church Road paving since November 2021. Dan Chicola stated he will contact them and request an invoice for work performed thus far.
- The 2018 SPLOST Distribution collected \$148,953.10. Collections are at 120% of anticipated SPLOST returns.

8. Approval of the Minutes –May, 2022 1st Regular Meeting

Vice-Chairman Jones made a motion to approve the May 2, 2022 1st Regular Meeting minutes as presented. Commissioner Hendrix provided a second. The motion carried 5-0.

9. Old Business

a. Consideration of an appointment to the Metter-Candler Recreation Department Advisory Board

Mr. Aasheim presented two nominees recommended by Coach Robins. The nominees are Kevin Fulmer for the term expiring on June 30, 2025 and Jeffery Thurman for the term expiring June 30, 2026. Vice-Chairman Jones recused himself from this discussion because Kevin Fulmer is his employee.

****Vice-Chairman Jones left the meeting at 5:50 P.M.****

i. Term to expire on June 30, 2025 Kevin Fulmer

Commissioner Hendrix made a motion to appoint Kevin Fulmer to the Metter-Candler Recreation Department Advisory Board for the term expiring June 30, 2025. Commissioner Robinson provided a second. The motion carried 4-0, with Vice-Chairman Jones not present.

ii. Term to expire on June 30, 2026 Jeffery Thurman

Commissioner Hendrix made a motion to appoint Jeffery Thurman to the Metter-Candler Recreation Department Advisory Board for the term expiring June 30, 2026. Commissioner Thomas provided a second. The motion carried 4-0, with Vice-Chairman Jones not present.

****Vice-Chairman Jones reentered the meeting at 5:56 P.M.****

10. New Business

- a. **Consideration of a proposal for health care insurance under the Pareto Legend Re Captive with Meritain, SunLife, Flexcare and Mutual of Omaha and authorization for the County Administrator and Chairman to execute all documents necessary for renewal of the program**

Mr. Aasheim requested the Commissioner consider the proposal for health care insurance under the Pareto Legend Re Captive with Meritain, SunLife, FlexCare and Mutual of Omaha and authorize Chairman Thrift and himself to execute all necessary documentation. Paul Collins spoke earlier in this meeting of the positive outcome thus far the County has experienced as the first year of being self-insured.

Vice-Chairman Jones made a motion to approve the proposal for health care insurance under the Pareto Legend Re Captive with Meritain, SunLife, Flexcare and Mutual of Omaha and authorization for the County Administrator and Chairman to execute all documents necessary for renewal of the program. Chairman Thrift provided a second. The motion carried 5-0. (Exhibit D)

- b. **Consideration of a First Amendment to the PBM Services Sponsor Agreement between Magellan RX Management, LLC and Candler County Board of Commissioners to amend specialty pharmacy PBM services**

Mr. Aasheim stated the Board had previously agreed to this amendment. He then requested the Board ratify their decision to approve the first amendment to the PBM Services Sponsor Agreement between Magellan RX Management, LLC and Candler County Board of Commissioners to amend specialty pharmacy PBM services.

Vice-Chairman Jones made a motion to approve the first amendment to the PBM Services Sponsor Agreement between Magellan RX Management, LLC and Candler County Board of Commissioners to amend specialty pharmacy PBM services. Chairman Thrift provided a second. The motion carried 5-0. (Exhibit E)

- c. **Consideration of bids for the 2022 LMIG project to resurface S. Portal Hwy, repair Turner Rd and Lake Church Rd, and striping on Pulaski Hwy**

Mr. Aasheim presented the bids submitted for the 2022 LMIG project to resurface S. Portal Hwy, repair Turner Road and Lake Church Road sections as well as striping on Pulaski Hwy. Mr. Aasheim requested Dan Chicola, of EMC Engineering, Inc speak to the Commissioners to explain the inflation of the bids as well as make the engineer's recommendation.

Mr. Chicola explained there were no significant bid errors encountered, and with the market volatility in fuel prices we have seen a 25% - 50% price increase on asphalt with these bids. Vice-Chairman Jones led the discussion regarding the probability cost savings could or possibly could not be accomplished by shortening the length of the Portal Hwy resurfacing at this time even with the future GDOT bridge replacement. Mr. Aasheim stated that there may not be a changeable benefit to the project. Rather, Mr. Aasheim recommended the striping on Pulaski Hwy be paid with fund residue from the 2021 LMIG SAP. He then brought it to the attention of Mr. Chicola that

the County has not received an invoice from Ellis Wood Contracting for St. Matthews Church Road paving project since November 2021. Paying of this invoice is necessary to request reimbursement from GDOT to replenish the TSPLOST Discretionary funds. These funds are used to pay the 10% match on all LMIG projects. Mr. Chicola will reach out to Ellis Wood and request to date invoicing for this project. He then recommended the Commissioners award this project to Sikes Brothers, Inc.

The results are as follows:

PORTAL HWY RESURFACING	ENGINEERS ESTIMATE	SIKES BROTHERS INC.	REEVES CONSTRUCTION
BASE CONSTRUCTION TOTAL:	\$ 552,534.03	\$ 762,985.65	\$ 795,725.00
LAKE CHURCH ROAD REPAIR TOTAL:	\$ 36,008.80	\$ 73,287.03	\$ 96,910.00
TURNER ROAD REPAIR TOTAL:	\$ 29,481.30	\$ 41,915.00	\$ 48,935.00
PULASKI STRIPING TOTAL:	\$ 11,454.00	\$ 17,779.54	\$ 14,170.00
TOTAL FOR SPECIAL WORK:	\$ 76,944.10	\$ 132,981.57	\$ 160,015.00
GRAND TOTAL ALL WORK:	\$ 629,478.13	\$ 895,967.22	\$ 955,740.00

Commissioner Hendrix made a motion to accept Sikes Brothers Inc bid at \$895,967.22 for the 2022 LMIG project to resurface S. Portal Hwy, repair Turner Rd and Lake Church Rd, and striping on Pulaski Hwy and to pay for the Pulaski Striping portion of the project from the 2021 LMIG SAP project. Commissioner Robinson provided a second. The motion carried 5-0.

- d. Consideration of a request from the County Administrator to issue a letter as required by O.C.G.A. § 48-8-89 notifying the City of Metter, Town of Pulaski and the State of Georgia Revenue Commissioner that Candler County has called for the formal renegotiation of the LOST distribution to commence on July 1, 2022

Mr. Aasheim presented a draft letter to the City of Metter and then requested the authorization from the Board to issue this letter as required by O.C.G.A § 48-8-89 notifying the City of Metter, Town of Pulaski and the State of Georgia Revenue Commissioner that Candler County has called for the formal renegotiation of the LOST distribution to commence on July 1, 2022. He then explained his previous communications elicited a response from the City of Metter. Further, the parties will have 60 days to reach an agreement after the formal renegotiation period begins. If no agreement is reached within 60 days the parties are required to submit to arbitration or mediation.

Vice-Chairman Jones made a motion to authorize the County Administrator to issue a letter as required by O.C.G.A. § 48-8-89 notifying the City of Metter, Town of Pulaski and the State of Georgia Revenue Commissioner that Candler County has called for the formal renegotiation of the LOST distribution to commence on July 1, 2022. Commissioner Hendrix provided a second. The motion carried 5-0. (Exhibit F)

- e. Consideration of a request from the City of Metter for the Candler County Board of Commissioners to adopt a resolution as required in the Service Delivery Agreement for Animal Control Services under Article II, Section 1.b. to increase the County Base Payment for FY23 from \$77,007.42 to \$86,927.00

Mr. Aasheim requested the Commissioners consider a request from the City of Metter for the Candler County Board of Commissioners to adopt a resolution as required in the Service Delivery Agreement for Animal Control Base Payment for FY23 from \$77,007.42 to \$86,927.00.

Chairman Thrift made a motion to approve the FY23 Animal Control county budget at a 5% increase over the FY22 budget as described in the Service Delivery Strategy Agreement (SDS) and not to increase the county portion of the budget to the requested amount of \$86,927. Vice-Chairman Jones provided a second. The motion carried 5-0. (Exhibit G)

f. Memorandum of Agreement between Candler County and the Public Defender Office for FY23

Mr. Aasheim presented a memorandum of agreement between the counties of the Middle Georgia Judicial Circuit and the Georgia Public Defender Council for services provided during FY23.

Commissioner Hendrix made a motion to approve the Memorandum of Agreement between Candler County and the Public Defender Office for FY23. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit H)

g. Consideration of an agreement with the State of Georgia Department of Human Services to serve as the fiscal agent for Family Connection and to fund operating costs under a reimbursable grant program for \$52,500

Mr. Aasheim presented an agreement between the State of Georgia Department of Human Services and Candler County to serve as the fiscal agent for Family Connection and to fund operating costs under a reimbursable grant for \$52,500.

Commissioner Thomas made a motion to enter into an agreement with the State of Georgia Department of Human Services to serve as the fiscal agent for Family Connection and to fund operating costs under a reimbursable grant program for \$52,500. Commissioner Hendrix provided a second. The motion carried 5-0. (Exhibit I)

h. Consideration of a contract with UltraShred for services at the Board of Commissioners, Sheriff's Office and Courthouse with a contract price of \$135/mo.

Mr. Aasheim presented an amendment to the UltraShred contract for services to the Board of Commissioners, Sheriff's Office and Courthouse with a contract price of \$135 per month.

Vice-Chairman Jones made a motion to approve the amendment to the contract with UltraShred for services at the Board of Commissioners, Sheriff's Office and Courthouse with a contract price \$135 per month. Commissioner Robinson provided a second. The motion carried 5-0. (Exhibit J)

i. Consideration of a purchase of a 2022 New Holland T5.120DC Tractor in the amount of \$75,635.00 to be funded by ARPA funding

Mr. Aasheim requested the Commissioners consider the purchase of a 2022 New Holland T5.120DC tractor from Colley Tractor Company for \$75,635.00 with ARPA funds in FY2023, subject to receipt of the second disbursement of ARPA funding.

Vice-Chairman Jones made a motion to approve the purchase of a 2022 New Holland T5.120DC Tractor in the amount of \$75,635.00 to be funded by ARPA funding. Commissioner Robinson provided a second. The motion carried 5-0.

j. Consideration of a request from the Clerk of Court for an appropriation for hearing impaired assistance equipment in the amount of \$3,731.58 to be reimbursed from the Law Library funds

Mr. Aasheim presented a request from the Clerk of Court for an appropriation of \$3,731.58 for the purchase of hearing-impaired assistance equipment to be reimbursed by funds from the Law Library Fund.

Commissioner Thomas made a motion to approve the reimbursable purchase for hearing impaired assistance equipment in the amount of \$3,731.58 to be reimbursed from the Law Library funds. Commissioner Hendrix provided a second. The motion carried 5-0.

k. Consideration of a request from the Recreation Department for an additional \$10,925.00 in SPLOST funding to complete the roofing project to roof the field #2 bathrooms and the field #3 grandstands

Mr. Aasheim requested the Commissioners consider a request from the Recreation Department for an additional \$10,925 in SPLOST funding to complete the re-roofing project to include the roof of the Field #2 bathrooms and the Field #3 grandstands.

Commissioner Hendrix made a motion to approve a request from the Recreation Department for an additional \$10,925.00 in SPLOST funding to complete the roofing project to roof the field #2 bathrooms and the field #3 grandstands. Commissioner Thomas provided a second. The motion carried 5-0.

l. Consideration of bids for surplus equipment at public works

Mr. Aasheim opened the bids received for the surplus items from Public Works which were a 1996 Kodiak Dump Truck VIN# 1898 and a 2005 Ford F150, VIN# 6647.

The bids were as follows:

1996 Kodiak Dump Truck, VIN# 1898

Poole's Auto Sales - \$2,500.00

Steve Gore - \$807.07

2005 Ford F150, VIN# 6647

Steve Gore - \$717.27

Commissioner Robinson made a motion to award the equipment to the high bidders for each piece of equipment. Commissioner Hendrix provided a second. The motion carried 5-0.

m. Consideration of proposed changes to the Candler County Travel Policy

Mr. Aasheim requested the Commissioners consider approval of the following updates to the Candler County Travel Policy:

- Increase Per Diem costs based on the State of Georgia per diem calculations

Eligible Meals	Per Diem Standard (old)	Per Diem Standard (New)	Per Diem High (old)	Per Diem High (New)
Breakfast	6.00	13.00	8.00	16.00
Lunch	8.00	15.00	10.00	17.00
Dinner	16.00	26.00	22.00	31.00
Totals	30.00	54.00	40.00	64.00

- Increase milage reimbursement to IRS standard of .585/mile

Commissioner Hendrix made a motion to approve the updates to the Candler County Travel Policy that increases the meal per diem pay and the mileage rate reimbursement. Commissioner Thomas provided a second. The motion carried 5-0.BH

n. Consideration of an appointment to the Candler County DFACS board to a term to begin on July 1, 2022 and expire on June 30, 2027

Mr. Aasheim requested, per the request from Kristy Kennedy (DFCS Director) and with the permission from Sheriff Miles, the Board consider appointing either Melvin Ivey or Justin Wells to the Candler County DFCS Board to a term to begin on July 1, 2022 and expire on June 30, 2027 to replace Jerry Gibson.

Commissioner Hendrix made a motion to appoint Melvin Ivey to the Candler County DFCS Board to a term to begin on July 1, 2022 and expire on June 30, 2027. Commissioner Robinson provided a second. The motion carried 5-0.

o. Consideration of the proposed FY22 Budget Amendment #1

Mr. Aasheim requested the Board consider approving the proposed FY22 Amendment #1 to amend the budget to match periodic appropriations and increase in operational expenses.

Commissioner Hendrix made a motion to approve FY22 Budget Amendment #1 as presented. Chairman Thrift provided the second. The motion carried 5-0. (Exhibit K)

p. Consideration of a request from Cliftons Inc for reimbursement from the County for damage done to an electrical connection to an irrigation pivot during road grading operations on Camm Rd

Mr. Aasheim presented a request from Cliftons Inc for reimbursement from the County for damages done to an electrical connection on an irrigation pivot during road grading operations on Camm Road.

****Vice-Chairman Jones left the meeting at 6:52 p.m.****

The remaining Board members discussed this item thoroughly and took no action.

****Vice-Chairman Jones reentered the meeting at 6:58****

11. Report from Chairman

Chairman Thrift publicly announced a “Bon Voyage” reception for Bryan and Cheryl Aasheim to be held on June 16th at the Willow Lakes Country Club from 5:00 pm to 7:00 pm.

12. Report from County Administrator

Mr. Aasheim requested executive session for personnel.

13. Report from the County Attorney

Mr. Gross had nothing to report.

14. Reports from Commissioners

- a. Gregory Thomas, District 1 - Commissioner Thomas reiterated the request for waterline repairs from the Town of Pulaski, and the need for repairs on Salem Church Road.
- b. Brad Jones, District 2 – Vice-Chairman Jones had nothing to report.
- c. David Robinson, District 3 – Commissioner Robinson had nothing to report.
- d. Blake Hendrix, District 4 – Commissioner Hendrix had nothing to report.

15. Executive Session – Personnel

At 7:10 p.m. Commissioner Robinson made a motion to enter into executive session for the purpose of discussing personnel. Vice-Chairman Jones provided the second to the motion. The motion carried 5-0.

At 7:33 p.m. Commissioner Robinson made motion to exit executive session and re-enter the regular meeting. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Commissioner Robinson made a motion to authorize the Chairman to sign *the closed meeting affidavit* and certify that the executive session was for personnel only. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Commissioner Hendrix made a motion to approve the hiring of Handy Kennedy Sr. as a part time roads department employee at \$14.00/hour, Frank Bleyman as a part time EMTA at \$13.48 per hour, Phillip Dowd as a part time EMTA at \$13.48 per hour, and Michael Payne as a part time Paramedic at \$14.86 per hour subject to meeting the County’s pre-screening requirements. Commissioner Thomas provided the second to the motion. The motion carried 5-0

16. Adjournment

Commissioner Thomas moved to adjourn the meeting at 7:22 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.



Kellie Lank, County Clerk

AGENDA
REGULAR MEETING
5:00 P.M.
June 6, 2022

1. Call to Order
2. Invocation and *Pledge of Allegiance* – Jasper Stone
3. Approval of Agenda
4. 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
5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Paul Collins – Presentation regarding Candler County's FY23 Health Insurance Plan
6. Application for Commission approval, permit or variance –
 - a. Charles Holbrook – Request for approval of structure mounted solar panel array
 - b. William Byrd – Request for approval of a structure mounted solar panel array
7. Financial Report –
8. Approval of Minutes – May 2, 2022 1st Regular Meeting
9. Old Business
 - a. Consideration of an appointment to the Metter-Candler Recreation Department Advisory Board
 - i. Term to expire on June 30, 2025
 - ii. Term to expire on June 30, 2026
10. New Business
 - a. Consideration of a proposal for health care insurance under the Pareto Legend Re Captive with Meritain, SunLife, Flexcare and Mutual of Omaha and authorization for the County Administrator and Chairman to execute all documents necessary for renewal of the program
 - b. Consideration of a First Amendment to the PBM Services Sponsor Agreement between Magellan RX Management, LLC and Candler County Board of Commissioners to amend specialty pharmacy PBM services
 - c. Consideration of bids for the 2022 LMIG project to resurface S. Portal Hwy, repair Turner Rd and Lake Church Rd, and striping on Pulaski Hwy
 - d. Consideration of a request from the County Administrator to issue a letter as required by O.C.G.A. § 48-8-89 notifying the City of Metter, Town of Pulaski and the State of Georgia Revenue Commissioner that Candler County has called for the formal renegotiation of the LOST distribution to commence on July 1, 2022
 - e. Consideration of a request from the City of Metter for the Candler County Board of Commissioners to adopt a resolution as required in the Service Delivery Agreement for Animal

Control Services under Article II, Section 1.b. to increase the County Base Payment for FY23 from \$77,007.42 to \$86,927.00

- f. Memorandum of Agreement between Candler County and the Public Defender Office for FY23
- g. Consideration of an agreement with the State of Georgia Department of Human Services to serve as the fiscal agent for Family Connection and to fund operating costs under a reimbursable grant program for \$52,500
- h. Consideration of a contract with UltraShred for services at the Board of Commissioners, Sheriff's Office and Courthouse with a contract price of \$135/mo.
- i. Consideration of a purchase of a 2022 New Holland T5.120DC Tractor in the amount of \$75,635.00 to be funded by ARPA funding
- j. Consideration of a request from the Clerk of Court for an appropriation for hearing impaired assistance equipment in the amount of \$3,731.58 to be reimbursed from the Law Library funds
- k. Consideration of a request from the Recreation Department for an additional \$10,925.00 in SPLOST funding to complete the roofing project to roof the field #2 bathrooms and the field #3 grandstands
- l. Consideration of bids for surplus equipment at public works
- m. Consideration of proposed changes to the Candler County Travel Policy
- n. Consideration of an appointment to the Candler County DFACS board to a term to begin on July 1, 2022 and expire on June 30, 2027
- o. Consideration of the proposed FY22 Budget Amendment #1
- p. Consideration of a request from Cliftons Inc for reimbursement from the County for damage done to an electrical connection to an irrigation pivot during road grading operations on Camm Rd

11. Report from Chairman

12. Report from County Administrator

13. Report from Attorney

14. Reports from Commissioners

15. Executive Session

16. Adjournment

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Bryan Aasheim
County Administrator

Brad Jones
Vice-Chairman

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 6, 2022

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

3.
The executive session was called to order at 7:10 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);

X 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 6th day of June 2022.

Sworn to and subscribed before me
this 6th day of June 2022.

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 List

May-22

Call Type and Jurisdiction

May-22

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	5	0	1	3	6	1	4	6	0	26
County	0	0	1	3	0	7	0	0	0	3	0	14
Total	0	0	6	3	1	10	6	1	4	9	0	

Total Calls	40
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Total calls 43 (with mutual aid)

3 Mutual aid given to Emanuel Fire

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

Exhibit B

MAY 2022 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	67
FROM SCENE TO MEADOWS	1
FROM SCENE TO EGRMC	26
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	1
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	0
REFUSAL	33
MUTAL AID	1
TRANS CCH TO MEMORIAL	13
TRANS CCH TO EMANUEL	0
TRANS CCH TO CANDLER	0
TRANS CCH TO FAIR VIEW	1
TRANS CCH TO ST JOSEPH	1
TRANS CCH TO AUGUSTA UNIVERSITY	6
TRANS CCH TO UNIVERISTY	0
TRANS CCH TO DOCTORS	1
TRANS CCH TO EGRMC	7
TRANS CCH TO MEADOWS	0
TRANS CCH TO COLISEUM MEDICAL MACON GA	0
CCH TO NURSING HOME	23

TRANS CCH TO HOSPICE	1
CORNOR CALL	1
CANCELLED CALL	2
AIR TRANSPORT (COVID)	0
NO PT CONTACT	1
CCH TO RES FOR HOSPICE	0
CCH TO HOME	0
FIRE STANDBY	0
EMS NOT NEEDED	4

TOTAL	190
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	DATE	IMPORT	RETURN	DELETED CLOSED	SELF PAY	EXTRACTED	PAYMENTS POSTED
SUN							
MON		0	0	0	0	0 \$	-
TUE		0	0	0	0	0 \$	-
WED		0	0	0	0	0 \$	-
THU		0	0	0	0	0 \$	-
FRI	4/1/22	5	0	0	0	4 \$	826.09
SAT							
WEEK 1 TOTAL		5	0	0	0	4 \$	826.09
SUN							
MON	4/4/22	7	0	0	0	12 \$	3,989.48
TUE	4/5/22	7	0	0	0	10 \$	3,317.23
WED	4/6/22	7	0	0	0	7 \$	-
THU	4/7/22	0	0	0	0	3 \$	5,739.93
FRI	4/8/22	0	0	0	0	0 \$	916.02
SAT							
WEEK 2 TOTAL		21	0	0	0	32 \$	13,962.66
SUN							
MON	4/11/22	13	0	0	0	9 \$	2,416.90
TUE	4/12/22	0	0	0	0	1 \$	2,597.69
WED	4/13/22	3	0	0	0	6 \$	2,483.13
THU	4/14/22	9	0	0	0	9 \$	645.44
FRI	4/15/22	5	0	0	0	0 \$	-
SAT							
WEEK 3 TOTAL		30	0	0	0	25 \$	8,143.16
SUN							
MON	4/18/22	11	0	0	0	13 \$	5,604.07
TUE	4/19/22	2	0	0	0	3 \$	2,942.11
WED	4/20/22	5	0	0	0	0 \$	1,138.69
THU	4/21/22	3	0	0	0	11 \$	1,138.11
FRI	4/22/22	4	0	0	0	10 \$	126.15
SAT							
WEEK 4 TOTAL		25	0	0	0	37 \$	10,949.13
SUN							
MON	4/25/22	13	0	0	0	14 \$	1,958.86
TUE	4/26/22	9	0	0	0	9 \$	2,957.74
WED	4/27/22	2	0	0	0	4 \$	-
THU	4/28/22	8	0	0	0	7 \$	2,747.84
FRI	4/29/22	0	0	0	0	0 \$	3,875.58
SAT							
WEEK 5 TOTAL		32	0	0	0	34 \$	11,540.02
MONTHLY TOTALS		113	0	0	0	132 \$	45,421.06

Period Activity Summary

Start Date: Fri Apr 01 2022 00:00:00 GMT-0400 (Eastern Daylight Time)

End Date: Sat Apr 30 2022 00:00:00 GMT-0400 (Eastern Daylight Time)

Agency	Total Transports ?	Total Payments ?	Total Payments Voided ?	Total Adjustments & WO ?	Total Adj. & WO Voided ?	Total Charges ?	Total Charges Voided ?	Ending Total Forward ?	Payments per Transport ?	Collection Rate ?
Candler County EMS										
Candler County EMS	113	\$45,421.06	\$0.00	\$72,651.05	\$0.00	\$75,657.60	\$0.00	\$239,930.61	\$401.96	60.04%
Totals	113	\$45,421.06	\$0.00	\$72,651.05	\$0.00	\$75,657.60	\$0.00	\$239,930.61	\$401.96	60.04%

Exhibit C

Account Number

GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB	\$4,037,460.15	\$4,037,460.15	\$0.00	
100-11-1113	GENERAL FUND CONTINGENCY	\$239,488.79	\$239,488.79	\$0.00	
100-11-1308	QNB CD (GF)-72770	\$0.00	\$0.00	\$0.00	
	Total	\$4,276,948.94			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$1,814,848.19	\$1,814,848.19	\$0.00	
100-11-1309	QNB LFILL CLO CD-72769	\$0.00	\$0.00	\$0.00	
	Total	\$1,814,848.19			
100-11-1135	JUVENILE COURT FUND QNB	\$2,304.51	\$2,304.51	\$0.00	
100-11-1136	PUBLIC BUILDING FUND-CLOSED	\$0.00	\$0.00	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$170,644.20	\$170,644.20	\$0.00	
100-11-1167	HOSPITAL LOC	\$449,965.60	\$449,965.60	\$0.00	
	HOSPITAL LOAN *9022		Payment made	May 31 2022 Balance	\$938,376.09
100-11-1170	AMERICAN RESCUE PLAN ACT	\$0.00	\$0.00	\$0.00	
	Fund 100 Totals	\$7,027,224.91			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$49,635.15	\$49,635.15	\$0.00	
	Fund 212 Totals	\$49,635.15			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$349,407.20	\$349,407.20	\$0.00	
215-11-1303	CD E911 QNB-72653	\$0.00	\$0.00	\$0.00	
	Fund 215 Totals	\$349,407.20			
ARPA FUND					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$552,002.26	\$552,002.26	\$0.00	
	Fund 230 Totals	\$552,002.26			
LMIG FUND					
250-11-1110	LMIG	\$565,938.62	\$565,938.62	\$0.00	
	Fund 250 Totals	\$565,938.62			
SSD FUND					
270-11-1110	Special Services District	\$1,009,785.37	\$1,009,785.37	\$0.00	
	Fund 270 Totals	\$1,009,785.37			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$116,797.83	\$116,797.83	\$0.00	
	Fund 285 Totals	\$116,797.83			
2011 SPLOST					
320-11-1140	2011 SPLOST QNB	\$0.00	\$0.00	\$0.00	
	Fund 320 Totals	\$0.00			
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$823,646.79	\$823,646.79	\$0.00	
321-11-1142	2018 SPLOST Hospital 20%	\$6,189.96	\$6,189.96	\$0.00	
	Fund 320 Totals	\$829,836.75			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$1,123,166.31	\$1,123,166.31	\$0.00	
	Fund 335 Totals	\$1,123,166.31			
HEALTH INS/PARETO					
601-11-1112	HEALTH INSURANCE/RESERVE	\$212,759.40	\$212,759.40	\$0.00	
601-11-1110	HEALTH INSURANCE/PARETO	\$28,365.05	\$28,365.05	\$0.00	
	Fund 601 Totals	\$28,365.05			
	Report Totals	\$11,652,159.45			

Statement of Revenue and Expenditures

Revenue Account Range: 100-00-0000 to 100-99-9999
Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No
Year To Date As Of: 05/31/22
Current Period: 07/01/21 to 05/31/22
Prior Year: 07/01/20 to 05/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	\$2,874,733.51	\$3,200,000.00	\$3,015,192.30	\$3,015,192.30	\$0.00	-\$184,807.70	94%
100-31-1120	TIMBER TAX	\$49,666.97	\$55,000.00	\$45,447.24	\$45,447.24	\$0.00	-\$9,552.76	83%
100-31-1190	HOSPITAL LEVY	\$278,415.73	\$280,000.00	\$280,693.95	\$280,693.95	\$0.00	\$693.95	100%
100-31-1200	REAL PROP-PRIOR YEAR	\$307,424.84	\$285,000.00	\$207,220.87	\$207,220.87	\$0.00	-\$77,779.13	73%
100-31-1314	ALTERNATIVE AD VAL T	\$7,988.03	\$7,900.00	\$33,622.25	\$33,622.25	\$0.00	\$25,722.25	426%
100-31-1315	TAVT	\$559,755.16	\$600,000.00	\$571,475.35	\$571,475.35	\$0.00	-\$28,524.65	95%
100-31-1320	MOBILE HOME	\$29,331.02	\$31,000.00	\$35,139.50	\$35,139.50	\$0.00	\$4,139.50	113%
100-31-1350	RAILROAD EQUIPMENT	\$3,686.27	\$3,600.00	\$3,877.54	\$3,877.54	\$0.00	\$277.54	108%
100-31-1390	OTHER REVENUES	\$420.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-31-1500	PROPERTY NOT ON DIGE	\$194,516.54	\$175,000.00	\$184,817.89	\$184,817.89	\$0.00	\$9,817.89	106%
100-31-1600	REAL ESTATE TRANSFER	\$41,874.75	\$40,000.00	\$55,056.49	\$55,056.49	\$0.00	\$15,056.49	138%
100-31-3100	LOST	\$679,147.96	\$720,000.00	\$788,903.04	\$788,903.04	\$0.00	\$68,903.04	110%
100-31-6300	FINANCIAL INSTITUTIO	\$30,027.00	\$30,000.00	\$26,643.00	\$26,643.00	\$0.00	-\$3,357.00	89%
100-31-9110	PEN & INT-REAL	\$158,342.84	\$150,000.00	\$121,837.42	\$121,837.42	\$0.00	-\$28,162.58	81%
100-31-9500	PEN & INT-FIFA	\$5,870.00	\$4,800.00	\$5,778.80	\$5,778.80	\$0.00	\$978.80	120%
100-32-1240	HUNTING CAMP LIC/PER	\$1,714.72	\$1,700.00	\$1,500.00	\$1,500.00	\$0.00	-\$200.00	88%
100-32-2211	LAND TRANSFER FEE	\$1,995.00	\$1,600.00	\$2,735.00	\$2,735.00	\$0.00	\$1,135.00	171%
100-32-2240	MOBILE HOME PERMITS	\$8,750.00	\$8,500.00	\$7,500.00	\$7,500.00	\$0.00	-\$1,000.00	88%
100-32-2250	ELECTRICAL PERMITS	\$2,175.00	\$2,000.00	\$2,660.00	\$2,660.00	\$0.00	\$660.00	133%
100-32-2991	LAND DISTURBING FEES	\$0.00	\$0.00	\$2,921.45	\$2,921.45	\$0.00	\$2,921.45	0%
100-33-1113	HHS & HRSA GRANT_COVID-19	\$0.00	\$0.00	\$2,531.28	\$2,531.28	\$0.00	\$2,531.28	0%
100-33-1152	GEMA EMA PARTNERSHIP	\$7,328.00	\$7,328.00	\$7,328.00	\$7,328.00	\$0.00	\$0.00	100%
100-33-1154	GEORGIA CARES ACT	\$345,390.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1155	GEORGIA CARES ACT-Elections	\$1,038.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1156	GEORGIA CARES ACT-County Jail	\$9,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1210	AMERICAN RESCUE PLAN ACT (ARPA)	\$1,049,178.00	\$0.00	\$37,677.50	\$37,677.50	\$0.00	\$37,677.50	0%

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	-\$25,000.00	0%
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	\$59,583.37	\$65,000.00	\$59,583.37	\$59,583.37	\$0.00	-\$5,416.63	92%
100-34-1120	STATE COURT - COMMUNITY SERVICE	\$11,839.50	\$3,000.00	\$3,811.10	\$3,811.10	\$0.00	\$811.10	127%
100-34-1190	STATE COURT - JOF	\$1,754.00	\$2,000.00	\$3,316.05	\$3,316.05	\$0.00	\$1,316.05	166%
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	\$40,297.40	\$43,000.00	\$39,648.21	\$39,648.21	\$0.00	-\$3,351.79	92%
100-34-1600	TAVT/MOTOR VEHICLE COUNTY FEES	\$30,187.33	\$30,000.00	\$34,963.80	\$34,963.80	\$0.00	\$4,963.80	117%
100-34-1910	ELECTION FEES	\$0.00	\$0.00	\$504.00	\$504.00	\$0.00	\$504.00	0%
100-34-1930	SALE OF MAPS	\$20.00	\$0.00	\$16.00	\$16.00	\$0.00	\$16.00	0%
100-34-1940	COMMISSIONS ON TAXES	\$17,604.44	\$17,500.00	\$15,641.39	\$15,641.39	\$0.00	-\$1,858.61	89%
100-34-1941	METTER TAX COLLECTIO	\$4,850.00	\$10,000.00	\$4,950.00	\$4,950.00	\$0.00	-\$5,050.00	50%
100-34-2100	LAW ENFORCEMENT FEES	\$17,478.14	\$16,500.00	\$19,053.00	\$19,053.00	\$0.00	\$2,553.00	115%
100-34-2200	GBI DRUG ENF-SALARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-34-2201	SCHOOL RESOURCE OFFICER	\$26,404.40	\$40,000.00	\$32,221.00	\$32,221.00	\$0.00	-\$7,779.00	81%
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITES	\$1,323.64	\$4,000.00	\$3,429.84	\$3,429.84	\$0.00	-\$570.16	86%
100-34-2600	EMS TRIP SERVICE FEES	\$446,645.81	\$465,000.00	\$490,928.33	\$490,928.33	\$0.00	\$25,928.33	106%
100-34-2601	EMS ANNUAL FEES	\$496,375.73	\$500,000.00	\$500,131.12	\$500,131.12	\$0.00	\$131.12	100%
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	\$116.75	\$0.00	\$2,763.50	\$2,763.50	\$0.00	\$2,763.50	0%
100-34-2900	HOSPITAL DEBT SERVICE FEES	\$1,613.32	\$0.00	\$1,254.31	\$1,254.31	\$0.00	\$1,254.31	0%
100-34-4131	RECYCLED MATERIALS	\$2,637.17	\$1,500.00	\$6,848.40	\$6,848.40	\$0.00	\$5,348.40	457%
100-34-4150	TIPPING LANDFILL FEES	\$93,794.44	\$85,000.00	\$80,231.45	\$80,231.45	\$0.00	-\$4,768.55	94%
100-34-4151	RESIDENTIAL LDFL USE	\$458,561.68	\$460,000.00	\$461,966.50	\$461,966.50	\$0.00	\$1,966.50	100%
100-34-4152	RECYCLE CTR FEES	\$2,017.00	\$1,500.00	\$2,200.00	\$2,200.00	\$0.00	\$700.00	147%
100-34-4153	INERT LANDFILL FEES	\$26,120.88	\$25,000.00	\$20,094.58	\$20,094.58	\$0.00	-\$4,905.42	80%
100-34-7202	JACK STRICKLAND RENT	\$250.00	\$2,500.00	\$3,600.00	\$3,600.00	\$0.00	\$1,100.00	144%
100-34-7205	REC DEPT REGISTRATIO	\$21,800.00	\$25,000.00	\$29,305.00	\$29,305.00	\$0.00	\$4,305.00	117%
100-34-7206	REC DEPT CONCESSIONS	\$6,417.59	\$10,000.00	\$6,484.26	\$6,484.26	\$0.00	-\$3,515.74	65%
100-34-7207	REC DEPT SPONSORS	\$1,436.60	\$9,000.00	\$7,066.00	\$7,066.00	\$0.00	-\$1,934.00	79%
100-34-7208	FIELD RENTAL	\$300.00	\$500.00	\$0.00	\$0.00	\$0.00	-\$500.00	0%
100-34-7209	REC DEPT ADMISSIONS	\$0.00	\$0,000.00	\$0,000.00	\$0,000.00	\$0.00	\$0,000.00	700%

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-35-1110	SUPERIOR COURT FINES	\$13,464.02	\$10,000.00	\$17,779.82	\$17,779.82	\$0.00	\$7,779.82	178%
100-35-1120	STATE COURT FINES	\$237,733.39	\$250,000.00	\$483,251.99	\$483,251.99	\$0.00	\$233,251.99	193%
100-35-1130	MAGISTRATE COURT	\$28,747.00	\$30,000.00	\$25,239.00	\$25,239.00	\$0.00	-\$4,761.00	84%
100-35-1150	PROBATE COURT	\$31,047.78	\$30,000.00	\$25,313.17	\$25,313.17	\$0.00	-\$4,686.83	84%
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	\$27,007.40	\$35,000.00	\$47,600.58	\$47,600.58	\$0.00	\$12,600.58	136%
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	\$22,448.00	\$22,000.00	\$24,943.04	\$24,943.04	\$0.00	\$2,943.04	113%
100-35-1408	JUVE COURT ADD ON FEE	\$220.00	\$400.00	\$863.50	\$863.50	\$0.00	\$463.50	216%
100-35-1901	PUBLIC DEFENDER FEES	\$376.78	\$500.00	\$1,168.50	\$1,168.50	\$0.00	\$668.50	234%
100-36-1001	INTEREST INCOME	\$5,379.85	\$5,000.00	\$9,589.21	\$9,589.21	\$0.00	\$4,589.21	192%
100-36-1002	INTEREST INCOME - LANDFILL CD	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	-\$15,000.00	0%
100-36-1003	INTEREST INCOME - GENERAL FUND CD	\$2,919.90	\$3,000.00	\$2,955.65	\$2,955.65	\$0.00	-\$44.35	99%
100-37-1001	PRIVATE DONATIONS	\$925.30	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$1,250.00	0%
100-37-1120	HEALTH GRANT ACCG	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	-\$1,500.00	0%
100-38-9001	MISC SALE OF PIPE	\$23,128.39	\$15,000.00	\$11,447.50	\$11,447.50	\$0.00	-\$3,552.50	76%
100-38-9003	MISC TAX COMM FICA	\$6,031.83	\$6,100.00	\$5,622.47	\$5,622.47	\$0.00	-\$477.53	92%
100-38-9005	MISCELLANEOUS	\$16,792.57	\$15,000.00	\$25,006.09	\$25,006.09	\$0.00	\$10,006.09	167%
100-38-9006	INSURANCE PROCEEDS	\$71,773.31	\$20,000.00	\$15,883.74	\$15,883.74	\$0.00	-\$4,116.26	79%
100-38-9007	MISC SALE OF SIGNS	\$102.80	\$0.00	\$52.00	\$52.00	\$0.00	\$52.00	0%
100-38-9009	RECOVERY ON TAX COMMISSIONER LOSS	\$2,199.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-38-9010	MISC SALE OF USED MOTOR GRADER BLADES	\$322.49	\$0.00	\$484.68	\$484.68	\$0.00	\$484.68	0%
100-38-9011	PUBLIC DEFENDER-SURPLUS REFUND	\$0.00	\$7,950.29	\$8,079.28	\$8,079.28	\$0.00	\$128.99	102%
100-38-9012	MISC INCOME - ACCG-GW/WCF REFUNDS	\$0.00	\$0.00	\$19,331.00	\$19,331.00	\$0.00	\$19,331.00	0%
100-38-9999	CANCEL PRIOR YEAR EXPENSE	\$671.00	\$0.00	\$1,167.70	\$1,167.70	\$0.00	\$1,167.70	0%
100-39-1800	FUND BALANCE USE	\$0.00	\$91,715.76	\$0.00	\$0.00	\$0.00	-\$91,715.76	0%
100-39-2100	SALE OF ASSETS	\$159,000.00	\$0.00	\$57,107.39	\$57,107.39	\$0.00	\$57,107.39	0%
GENERAL FUND Revenue Total		\$9,106,782.92	\$8,054,594.05	\$8,105,645.38	\$8,105,645.38	\$0.00	\$51,051.33	101%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-4100	PROPERTY TAXES	\$42,270.00	\$50,000.00	\$48,286.40	\$48,286.40	\$0.00	\$1,813.78	96%

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-1400	ELECTIONS & VOTER REGISTRATION	\$71,548.35	\$91,758.59	\$87,097.27	\$87,097.27	\$0.00	\$4,661.32	95%
100-1510	ADMINISTRATION	\$300,518.74	\$375,470.87	\$316,214.55	\$316,214.55	\$0.00	\$59,256.32	84%
100-1514	BOARD OF EQUALIZATION:	\$2,300.39	\$5,003.19	\$2,556.13	\$2,556.13	\$0.00	\$2,447.06	51%
100-1535	INFORMATION TECHNOLOGY:	\$147,734.18	\$164,000.00	\$140,699.07	\$140,699.07	\$0.00	\$23,300.93	86%
100-1545	TAX COMMISSIONER	\$243,157.23	\$280,902.54	\$247,737.29	\$247,737.29	\$0.00	\$33,165.25	88%
100-1550	TAX ASSESSOR	\$199,346.96	\$263,662.98	\$216,672.52	\$216,672.52	\$0.00	\$46,990.46	82%
100-1565	PUBLIC BUILDINGS	\$213,011.75	\$226,468.00	\$214,579.05	\$214,579.05	\$0.00	\$11,888.95	95%
100-2150	SUPERIOR COURT	\$192,109.85	\$209,768.34	\$198,194.23	\$198,194.23	\$0.00	\$11,574.11	94%
100-2180	CLERK OF COURT	\$173,471.19	\$228,313.08	\$206,090.88	\$206,090.88	\$0.00	\$22,222.20	90%
100-2300	STATE COURT	\$106,723.55	\$112,693.99	\$107,259.30	\$107,259.30	\$0.00	\$5,434.69	95%
100-2400	MAGISTRATE COURT	\$80,126.84	\$94,725.74	\$85,812.83	\$85,812.83	\$0.00	\$8,912.91	91%
100-2450	PROBATE COURT	\$127,341.58	\$149,974.58	\$138,908.46	\$138,908.46	\$0.00	\$11,066.12	93%
100-3300	SHERIFF	\$1,072,416.12	\$1,451,040.67	\$1,336,316.87	\$1,336,316.87	\$0.00	\$114,723.80	92%
100-3326	DETENTION CENTER	\$606,452.06	\$697,403.41	\$636,144.13	\$636,144.13	\$0.00	\$61,259.28	91%
100-3600	EMERGENCY MEDICAL SERVICES	\$926,025.89	\$1,101,876.41	\$1,001,787.65	\$1,001,787.65	\$0.00	\$100,088.76	91%
100-3700	CORONER	\$29,728.69	\$33,595.60	\$24,200.40	\$24,200.40	\$0.00	\$9,395.20	72%
100-3920	EMERGENCY MANAGEMENT ASSOCIATION	\$19,299.40	\$18,090.47	\$25,065.67	\$25,065.67	\$0.00	-\$6,975.20	139%
100-4200	ROADS & BRIDGES	\$833,583.36	\$1,112,183.17	\$980,291.74	\$980,291.74	\$0.00	\$131,891.43	88%
100-4520	COLLECTIONS	\$2,642.93	\$0.00	\$52.00	\$52.00	\$0.00	-\$52.00	0%
100-4530	SOLID WASTE DISPOSAL	\$323,300.57	\$505,636.89	\$350,410.97	\$350,410.97	\$0.00	\$155,225.92	69%
100-5550	FAMILY CONNECTIONS:	\$44,189.59	\$48,000.00	\$43,241.43	\$43,241.43	\$0.00	\$4,758.57	90%
100-7130	AGRICULTURAL RESOURCES	\$37,315.41	\$80,438.00	\$52,635.82	\$52,635.82	\$0.00	\$27,802.18	65%
100-7450	CODE ENFORCEMENT	\$10,014.56	\$0.00	\$10,006.52	\$10,006.52	\$0.00	-\$10,006.52	0%
100-7460	RECREATION DEPARTMENT	\$222,867.14	\$265,562.11	\$219,163.71	\$219,163.71	\$0.00	\$46,398.40	83%
100-8000	DEBT SERVICES:	\$25,000.00	\$25,000.00	\$18,750.00	\$18,750.00	\$0.00	\$6,250.00	75%
100-9000	OTHER DEPARTMENTS	\$479,591.20	\$280,836.00	\$85,405.25	\$85,405.25	\$0.00	\$195,430.75	30%
	GENERAL FUND Expend Total	\$6,720,960.97	\$8,097,462.09	\$7,001,000.56	\$7,001,000.56	\$0.00	\$1,096,461.53	86%

Statement of Revenue and Expenditures

Revenue Account Range: 230-00-0000 to 230-99-9999
Expend Account Range: 230-0000-00-0000 to 230-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No
Year To Date As Of: 05/31/22
Current Period: 07/01/21 to 05/31/22
Prior Year: 07/01/20 to 05/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
230-33-1113	HHS & HRSA GRANT_COVID-19	\$0.00	\$0.00	\$30,958.57	\$30,958.57	\$0.00	\$30,958.57	0%
230-36-1001	INTEREST INCOME	\$0.00	\$0.00	\$353.59	\$353.59	\$0.00	\$353.59	0%
AMERICAN RESCUE PLAN (ARP) ACT FUND Revenue Total		\$0.00	\$0.00	\$31,312.16	\$31,312.16	\$0.00	\$31,312.16	0%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
230-1510-00-0000	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
230-1510-51-1100	REGULAR EMPLOYEES	\$0.00	\$86,658.25	\$86,658.25	\$86,658.25	\$0.00	\$0.00	100%
230-1565-00-0000	PUBLIC BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
230-1565-54-2201	PUBLIC BUILDING - 25 DANIEL RENOVATIONS	\$0.00	\$9,630.00	\$0.00	\$0.00	\$0.00	\$9,630.00	0%
230-2180-00-0000	CLERK OF COURT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
230-2180-52-1200	CLERK OF COURT_INDEXING OF DEED RECOF	\$0.00	\$124,300.00	\$31,075.00	\$31,075.00	\$0.00	\$93,225.00	25%
230-3300-00-0000	SHERIFF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
230-3300-54-2200	SHERIFF - VEHICLES - NEW	\$0.00	\$60,000.00	\$44,645.23	\$44,645.23	\$0.00	\$15,354.77	74%
230-3600-00-0000	EMERGENCY MEDICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
230-3600-53-1600	EMS - LUCAS DEVICE	\$0.00	\$15,735.00	\$14,215.52	\$14,215.52	\$0.00	\$1,519.48	90%
230-3600-53-1601	EMS - POWERPROXT & POWERLOAD SYSTEM	\$0.00	\$33,899.00	\$33,588.25	\$33,588.25	\$0.00	\$310.75	99%
230-3600-53-1602	EMS - STRYKER STAIR CHAIR (4)	\$0.00	\$12,862.00	\$12,862.00	\$12,862.00	\$0.00	\$0.00	100%
230-3600-53-1603	EMS - ZOLL ZVENT (3)	\$0.00	\$41,466.00	\$41,465.79	\$41,465.79	\$0.00	\$0.21	100%
230-3600-53-1604	EMS - Stryker LifePak (2) Cardiac Mon	\$0.00	\$49,280.92	\$0.00	\$0.00	\$0.00	\$49,280.92	0%
230-3600-53-1605	EMS - UV Decontamination System (2)	\$0.00	\$7,000.00	\$6,500.00	\$6,500.00	\$0.00	\$500.00	93%
230-3600-53-1606	EMS - FY22 HRSA ARP RURAL EMS GRANT	\$0.00	\$30,958.57	\$28,998.03	\$28,998.03	\$0.00	\$1,960.54	94%
230-3600-54-2200	EMS - TYPE 1 AMBULANCE	\$0.00	\$193,712.00	\$193,712.00	\$193,712.00	\$0.00	\$0.00	100%
230-3600-54-2201	EMS - 2022 FORD F150 SUPER VIN#2939	\$0.00	\$0.00	\$30,482.76	\$30,482.76	\$0.00	-\$30,482.76	0%
230-4200-00-0000	ROADS & BRIDGES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
230-4200-53-1106	ROADS - FINDLEY & HARDIMAN	\$0.00	\$0.00	\$4,344.00	\$4,344.00	\$0.00	-\$4,344.00	0%
AMERICAN RESCUE PLAN (ARP) ACT FUND Expend Total		\$0.00	\$665,501.74	\$528,546.83	\$528,546.83	\$0.00	\$136,954.91	79%

Statement of Revenue and Expenditures

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Cancel</u>	<u>Balance</u>	<u>% Expd</u>
230	AMERICAN RESCUE PLAN (ARP) ACT FUND							
			<u>Prior</u>	<u>Current</u>	<u>YTD</u>			
	Revenue:		\$0.00	\$31,312.16	\$31,312.16			
	Expended:		\$0.00	\$528,546.83	\$528,546.83			
	Net Income:		\$0.00	-\$497,234.67	-\$497,234.67			

Grand Totals

		<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:		\$0.00	\$31,312.16	\$31,312.16
Expended:		\$0.00	\$528,546.83	\$528,546.83
Net Income:		\$0.00	-\$497,234.67	-\$497,234.67

Statement of Revenue and Expenditures

Revenue Account Range: 250-00-0000 to 250-99-9999

Year To Date As Of: 05/31/22

Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999

Include Non-Anticipated: Yes

Current Period: 07/01/21 to 05/31/22

Print Zero YTD Activity: No

Include Non-Budget: No

Prior Year: 07/01/20 to 05/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
250-33-4252	DOT GRANT - LMIG (USE FOR FUTURE YEARS)	\$0.00	\$446,340.44	\$446,340.44	\$446,340.44	\$0.00	\$0.00	100%
250-33-4257	DOT GRANT - 2020 LMIG - SUPPLEMENT SOE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-33-4258	DOT GRANT - 2021 LMIG	\$405,287.25	\$405,000.00	\$0.00	\$0.00	\$0.00	-\$405,000.00	0%
250-33-4259	DOT GRANT - 2021 LMIG SAP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-36-1001	LMIG INTEREST INCOME	\$1,000.94	\$1,000.00	\$942.41	\$942.41	\$0.00	-\$57.59	94%
250-38-9005	MISCELLANEOUS	\$0.00	\$0.00	\$67,007.63	\$67,007.63	\$0.00	\$67,007.63	0%
LMIG FUND Revenue Total		\$406,288.19	\$852,340.44	\$514,290.48	\$514,290.48	\$0.00	-\$338,049.96	60%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
250-4200-00-0000	LMIG CONTROL ACCOUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-4200-54-1405	INFRASTRUCTURE 2019 LMIG SAP	\$81,445.50	\$10,466.90	\$10,466.90	\$10,466.90	\$0.00	\$0.00	100%
250-4200-54-1406	INFRASTRUCTURE 2020 LMIG	\$468,389.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-4200-54-1408	INFRASTRUCTURE 2021 LMIG	\$0.00	\$0.00	\$405,287.25	\$405,287.25	\$0.00	-\$405,287.25	0%
250-4200-54-1409	INFRASTRUCTURE 2021 LMIG SAP	\$0.00	\$153,800.00	\$48,314.75	\$48,314.75	\$0.00	\$105,485.25	31%
LMIG FUND Expend Total		\$549,834.70	\$164,266.90	\$464,068.90	\$464,068.90	\$0.00	-\$299,802.00	283%

250

LMIG FUND

	Prior	Current	YTD
Revenue:	\$406,288.19	\$514,290.48	\$514,290.48
Expended:	\$549,834.70	\$464,068.90	\$464,068.90
Net Income:	-\$143,546.51	\$50,221.58	\$50,221.58

Grand Totals

	Prior	Current	YTD
Revenue:	\$406,288.19	\$514,290.48	\$514,290.48

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: 05/31/22
Current Period: 07/01/21 to 05/31/22
Prior Year: 07/01/20 to 05/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	\$2,805.62	\$3,000.00	\$2,585.98	\$2,585.98	\$0.00	-\$414.02	86%
270-31-1750	FRANCHISE TAX-TELEVI	\$46,235.47	\$45,000.00	\$45,208.98	\$45,208.98	\$0.00	\$208.98	100%
270-31-4200	ALCOHOL BEVERAGE EXC	\$102,908.40	\$95,000.00	\$98,166.25	\$98,166.25	\$0.00	\$3,166.25	103%
270-31-4201	ALCOHOL MIXED DRINK BEVERAGE EXC	\$0.00	\$0.00	\$326.64	\$326.64	\$0.00	\$326.64	0%
270-31-6200	INSURANCE PREMIUM TAX	\$489,424.84	\$490,000.00	\$507,368.33	\$507,368.33	\$0.00	\$17,368.33	104%
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	\$19,200.00	\$15,000.00	\$19,286.50	\$19,286.50	\$0.00	\$4,286.50	129%
270-32-1200	GENERAL BUSINESS LICENSE	\$8,025.00	\$11,300.00	\$10,000.00	\$10,000.00	\$0.00	-\$1,300.00	88%
270-32-2230	SIGN PERMITS	\$0.00	\$0.00	\$300.00	\$300.00	\$0.00	\$300.00	0%
270-32-2231	CELL TOWER FEES	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-33-7001	FIRE BUDGET SURPLUS METTER	\$67,090.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-34-4110	REFUSE COLLECTION CHARGE	\$389,641.37	\$340,000.00	\$391,512.86	\$391,512.86	\$0.00	\$51,512.86	115%
270-35-1400	CODE VIOLATION FINES	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	0%
270-36-1001	INTEREST INCOME	\$1,323.63	\$1,500.00	\$1,743.02	\$1,743.02	\$0.00	\$243.02	116%
270-38-9005	MISCELLANEOUS	\$0.00	\$0.00	\$8.83	\$8.83	\$0.00	\$8.83	0%
SPECIAL SERVICE DISTRICT FUND Revenue Total		\$1,126,754.83	\$1,000,800.00	\$1,076,557.39	\$1,076,557.39	\$0.00	\$75,757.39	108%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
270-1510-00-0000	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-1510-52-3300	ADVERTISING	\$610.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-1510-52-3604	BANK FEES	\$146.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-1510-52-3901	ALCOHOL LICENSE-GC/C FEES	\$214.00	\$0.00	\$43.25	\$43.25	\$0.00	-\$43.25	0%
270-1510-57-9000	CONTINGENCIES	\$0.00	\$125,926.37	\$0.00	\$0.00	\$0.00	\$125,926.37	0%
270-4520-00-0000	COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-4520-52-2110	GARBAGE COLLECTION	\$304,151.76	\$367,500.00	\$318,050.73	\$318,050.73	\$0.00	\$49,449.27	87%
270-7410-00-0000	ZONING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7410-52-1201	ATTORNEY FEES	\$1,849.00	\$2,500.00	\$2,305.41	\$2,305.41	\$0.00	\$194.59	92%

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
270-7450-00-0000	CODE ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-51-1100	CODE ENFORCEMENT - REGULAR EMPLOYEE	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	-\$0.08	100%
270-7450-51-2100	CODE ENFORCEMENT-GROUP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-51-2200	CODE ENFORCEMENT-SOCIAL SECURITY-FICA	\$0.00	\$765.00	\$764.88	\$764.88	\$0.00	\$0.12	100%
270-7450-51-2700	CODE ENFORCEMENT-WORKERS COMPENSATION	\$0.00	\$0.00	\$242.09	\$242.09	\$0.00	-\$242.09	0%
270-7450-52-3203	CODE ENFORCEMENT-CELL PHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-52-3500	CODE ENFORCEMENT-TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-52-3700	CODE ENFORCEMENT-EDUCATION & TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-53-1270	CODE ENFORCEMENT-GAS & DIESEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-53-1701	CODE ENFORCEMENT-UNIFORMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-54-2200	CODE ENFORCEMENT-VEHICLES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-9000-00-0000	OTHER DEPARTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-9000-54-1031	FIRE CAPITAL STIPEND	\$0.00	\$36,620.00	\$36,620.00	\$36,620.00	\$0.00	\$0.00	100%
270-9000-57-1010	INDUSTRIAL AUTHORITY	\$106,315.88	\$121,783.00	\$111,634.38	\$111,634.38	\$0.00	\$10,148.62	92%
270-9000-57-1011	AIRPORT AUTHORITY	\$17,180.68	\$19,679.63	\$18,039.67	\$18,039.67	\$0.00	\$1,639.96	92%
270-9000-57-1012	AIRPORT AUTHORITY-SPECIAL APPROPRIATION	\$0.00	\$42,288.37	\$42,288.37	\$42,288.37	\$0.00	\$0.00	100%
270-9000-57-1030	FIRE PROTECTION METTER	\$270,361.30	\$300,574.50	\$275,526.68	\$275,526.68	\$0.00	\$25,047.82	92%
270-9000-57-1060	LIBRARY	\$46,815.46	\$52,071.50	\$47,732.30	\$47,732.30	\$0.00	\$4,339.20	92%
270-9000-61-1001	TRANSFER TO G/F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
SPECIAL SERVICE DISTRICT FUND Expend Total		\$747,645.08	\$1,079,708.37	\$863,247.84	\$863,247.84	\$0.00	\$216,460.53	80%

270 SPECIAL SERVICE DISTRICT FUND

	Prior	Current	YTD
Revenue:	\$1,126,754.83	\$1,076,557.39	\$1,076,557.39
Expended:	\$747,645.08	\$863,247.84	\$863,247.84
Net Income:	\$379,109.75	\$213,309.55	\$213,309.55

Grand Totals

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
Include Non-Budget: No
Year To Date As Of: 05/31/22
Current Period: 07/01/21 to 05/31/22
Prior Year: 07/01/20 to 05/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	\$620,722.73	\$663,040.00	\$720,910.61	\$720,910.61	\$0.00	\$57,870.61	109%
321-31-3209	2018 SPLOST (Hospital 20%)	\$277,108.34	\$296,000.00	\$321,835.09	\$321,835.09	\$0.00	\$25,835.09	109%
321-31-3210	2018 SPLOST (Mettler 40%)	\$443,373.38	\$473,600.00	\$514,936.18	\$514,936.18	\$0.00	\$41,336.18	109%
321-31-3211	2018 SPLOST (Pulaski 4%)	\$44,337.34	\$47,360.00	\$51,493.62	\$51,493.62	\$0.00	\$4,133.62	109%
321-36-1005	INTEREST INC 2018 SP	\$1,310.04	\$25.00	\$1,333.99	\$1,333.99	\$0.00	\$1,308.99	5,336%
321-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	\$30.01	\$250.00	\$59.63	\$59.63	\$0.00	-\$190.37	24%
321-38-9005	MISCELLANEOUS	\$245.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
2018 SPLOST FUND Revenue Total		\$1,387,127.22	\$1,480,275.00	\$1,610,569.12	\$1,610,569.12	\$0.00	\$130,294.12	109%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
321-1510-00-0000	2018 SPLOST_New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-1535-54-2301	IT - MultiFunction Printers - Capital	\$0.00	\$42,005.91	\$0.00	\$0.00	\$0.00	\$42,005.91	0%
321-1535-54-2400	IT/DATA CENTER CAPITAL OUTLAYS	\$6,156.73	\$10,000.00	\$2,489.32	\$2,489.32	\$0.00	\$7,510.68	25%
321-1535-54-2401	IT - COURTHOUSE RENO IT UPGRADE	\$5,230.01	\$0.00	\$3,364.20	\$3,364.20	\$0.00	-\$3,364.20	0%
321-1550-54-2301	COUNTY GEN ADMIN - TAX ASSESSOR - FF&E	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00	100%
321-1565-54-1001	PUBLIC BUILDING CAPITAL OUTLAYS	\$7,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-1565-54-1002	PUBLIC BUILDINGS-COURTHOUSE RENOVATIC	\$26,758.75	\$148,165.90	\$143,395.11	\$143,395.11	\$0.00	\$4,770.79	97%
321-1565-54-1003	COURTHOUSE VCT SYSTEM	\$0.00	\$12,999.50	\$12,999.50	\$12,999.50	\$0.00	\$0.00	100%
321-2180-54-2501	COUNTY GEN ADMIN - COC - OFFICE EQUIPME	\$0.00	\$5,100.00	\$3,100.00	\$3,100.00	\$0.00	\$2,000.00	61%
321-2450-54-2301	COUNTY GEN ADMIN - PROBATE - OFFICE FUR	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
321-2780-54-2401	COUNTY GEN ADMIN - COC - IT EQUIPMENT	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	100%
321-3300-54-2101	Sheriff - HVAC - Capital	\$0.00	\$9,000.00	\$7,846.00	\$7,846.00	\$0.00	\$1,154.00	87%
321-3300-54-2200	SHERIFF - VEHICLES - NEW	\$48,622.31	\$180,000.00	\$157,009.29	\$157,009.29	\$0.00	\$22,990.71	87%
321-3300-54-2201	SHERIFF VEHICLES - CAPITAL PURCHASE	\$4,815.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-3300-54-2400	SHERIFF - PUBLIC SAFETY RADIOS	\$171,301.66	\$171,700.26	\$176,055.79	\$176,055.79	\$0.00	-\$4,355.53	103%
321-3300-54-2401	SHERIFF OTHER ELECTRONIC EQUIPMENT	\$3,187.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
321-3600-54-2101	EMS - EQUIPMENT	\$18,808.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-3600-54-2201	EMS - AMBULANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-4200-54-2101	PUBLIC WORKS - HEAVY EQUIPMENT	\$0.00	\$132,500.00	\$132,500.00	\$132,500.00	\$0.00	\$0.00	100%
321-4200-54-2200	PUBLIC WORKS - 2020 MOTORGRADERS	\$0.00	\$108,065.00	\$108,065.10	\$108,065.10	\$0.00	-\$0.10	100%
321-4200-54-2201	PUBLIC WORKS - VEHICLE	\$0.00	\$40,000.00	\$30,348.19	\$30,348.19	\$0.00	\$9,651.81	76%
321-4530-54-2100	SOLID WASTE CAPITAL - WATER TRAILER	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-4963-57-1094	2018 SPLOST METTER 40%	\$399,049.35	\$473,600.00	\$467,271.19	\$467,271.19	\$0.00	\$6,328.81	99%
321-4963-57-1095	METTER - FIRE CAPITAL STIPEND	\$0.00	\$36,620.00	\$0.00	\$0.00	\$0.00	\$36,620.00	0%
321-4964-57-1094	2018 SPLOST PULASKI 4%	\$39,904.94	\$47,360.00	\$46,727.12	\$46,727.12	\$0.00	\$632.88	99%
321-4968-57-1094	2018 SPLOST (Hospital 20%)	\$249,405.82	\$296,000.00	\$292,044.47	\$292,044.47	\$0.00	\$3,955.53	99%
321-7130-54-2501	COUNTY GEN ADMIN - 4H OFFICE EQUIPMENT	\$0.00	\$1,200.00	\$844.00	\$844.00	\$0.00	\$356.00	70%
321-7460-54-1001	RECREATION DEPA CAPITAL OUTLAYS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-7460-54-1201	RECREATION DEPT - FENCING	\$0.00	\$46,100.00	\$36,100.00	\$36,100.00	\$0.00	\$10,000.00	78%
321-7460-54-1203	RECREATION DEPT - NETTING	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%
321-7460-54-1204	RECREATION DEPT - ROOF REPAIRS	\$0.00	\$22,415.00	\$22,415.00	\$22,415.00	\$0.00	\$0.00	100%
321-8000-58-1300	DEBT SERVICE PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-8000-58-2300	DEBT SERVICE INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
2018 SPLOST FUND Expend Total		\$984,001.91	\$1,837,131.57	\$1,677,043.35	\$1,677,043.35	\$0.00	\$160,088.22	91%

321

2018 SPLOST FUND

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$1,387,127.22	\$1,610,569.12	\$1,610,569.12
Expended:	\$984,001.91	\$1,677,043.35	\$1,677,043.35
Net Income:	\$403,125.31	-\$66,474.23	-\$66,474.23

Grand Totals

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$1,387,127.22	\$1,610,569.12	\$1,610,569.12

Statement of Revenue and Expenditures

Revenue Account Range: 335-00-0000 to 335-99-9999
Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No
Year To Date As Of: 05/31/22
Current Period: 07/01/21 to 05/31/22
Prior Year: 07/01/20 to 05/31/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	\$305,873.69	\$225,000.00	\$312,085.94	\$312,085.94	\$0.00	\$87,085.94	139%
335-31-3205	GDOT	\$526,779.39	\$0.00	\$65,474.90	\$65,474.90	\$0.00	\$65,474.90	0%
335-36-1004	INTEREST INC TIA SPL	\$1,514.76	\$0.00	\$1,923.47	\$1,923.47	\$0.00	\$1,923.47	0%
TIA SPLOST FUND Revenue Total		\$834,167.84	\$225,000.00	\$379,484.31	\$379,484.31	\$0.00	\$154,484.31	169%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
335-4200-52-3300	ADVERTISING	\$0.00	\$0.00	\$549.00	\$549.00	\$0.00	-\$549.00	0%
335-4968-00-0000	2012 TIA SPLOST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-52-1204	ENGINEERING	\$27,150.00	\$0.00	\$81,179.73	\$81,179.73	\$0.00	-\$81,179.73	0%
335-4968-54-1001	LAND ACQUISITION	\$53,257.59	\$0.00	-\$575.04	-\$575.04	\$0.00	\$575.04	0%
335-4968-54-1400	MISC TIA DISCRETIONARY-ROADS	\$0.00	\$0.00	\$12,576.15	\$12,576.15	\$0.00	-\$12,576.15	0%
335-4968-54-1401	CANOCHEE PIPE REPAIR	\$8,583.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-54-1403	2020 LMIG 10% MATCH	\$70,833.93	\$0.00	\$67,007.63	\$67,007.63	\$0.00	-\$67,007.63	0%
335-4968-54-1404	2019 LMIG SAP 10% MATCH	\$0.00	\$13,843.10	\$13,843.10	\$13,843.10	\$0.00	\$0.00	100%
335-4968-54-1405	EDEN CHURCH RD	\$589,268.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-54-1406	2021 LMIG 10% MATCH	\$7,250.00	\$0.00	\$38,167.12	\$38,167.12	\$0.00	-\$38,167.12	0%
335-4968-54-1407	2021 LMIG SAP 10% MATCH	\$0.00	\$0.00	\$10,720.48	\$10,720.48	\$0.00	-\$10,720.48	0%
335-4968-54-1408	2022 LMIG 10% MATCH	\$0.00	\$0.00	\$8,900.00	\$8,900.00	\$0.00	-\$8,900.00	0%
TIA SPLOST FUND Expend Total		\$756,343.69	\$13,843.10	\$232,368.17	\$232,368.17	\$0.00	-\$218,525.07	1,679%

335 TIA SPLOST FUND

	Prior	Current	YTD
Revenue:	\$834,167.84	\$379,484.31	\$379,484.31
Expended:	\$756,343.69	\$232,368.17	\$232,368.17
Net Income:	\$77,824.15	\$147,116.14	\$147,116.14

Statement of Revenue and Expenditures

Revenue Account Range: 601-00-0000 to 601-99-9999

Year To Date As Of: 05/31/22

Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999

Current Period: 07/01/21 to 05/31/22

Print Zero YTD Activity: No

Prior Year: 07/01/20 to 05/31/21

Include Non-Anticipated: Yes

Include Non-Budget: No

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	\$1,268,541.00	\$1,165,937.38	\$1,165,937.38	\$0.00	-\$102,603.62	92%
601-36-1001	PARETO CLAIMS ACT INTEREST INCOME	\$0.00	\$0.00	\$13.98	\$13.98	\$0.00	\$13.98	0%
601-36-1002	PARETO RESERVE ACT INTEREST INCOME	\$0.00	\$0.00	\$134.43	\$134.43	\$0.00	\$134.43	0%
601-38-9001	STOP LOSS REIMBURSEMENT	\$0.00	\$0.00	\$90,519.96	\$90,519.96	\$0.00	\$90,519.96	0%
INTERNAL HEALTH INSURANCE FUND Revenue Total		\$0.00	\$1,268,541.00	\$1,256,605.75	\$1,256,605.75	\$0.00	-\$11,935.25	99%

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
601-1510-00-0000	HEALTH INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-1510-55-2100	ADMINISTRATIVE FEES	\$0.00	\$75,538.00	\$76,416.50	\$76,416.50	\$0.00	-\$878.50	101%
601-1510-55-2101	CAPITAL CONTRIBUTIONS TO CAPTIVE	\$0.00	\$37,309.00	\$0.00	\$0.00	\$0.00	\$37,309.00	0%
601-1510-55-2200	PAID CLAIMS	\$0.00	\$781,310.00	\$562,953.38	\$562,953.38	\$0.00	\$218,356.62	72%
601-1510-55-2201	STOP LOSS PREMIUMS	\$0.00	\$374,383.00	\$338,802.42	\$338,802.42	\$0.00	\$35,580.58	90%
INTERNAL HEALTH INSURANCE FUND Expend Total		\$0.00	\$1,268,540.00	\$978,172.30	\$978,172.30	\$0.00	\$290,367.70	77%

601 INTERNAL HEALTH INSURANCE FUND

	Prior	Current	YTD
Revenue:	\$0.00	\$1,256,605.75	\$1,256,605.75
Expended:	\$0.00	\$978,172.30	\$978,172.30
Net Income:	\$0.00	\$278,433.45	\$278,433.45

Grand Totals

	Prior	Current	YTD
Revenue:	\$0.00	\$1,256,605.75	\$1,256,605.75
Expended:	\$0.00	\$978,172.30	\$978,172.30
Net Income:	\$0.00	\$278,433.45	\$278,433.45

	FY2021	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 120,784.30	\$ 24,156.86	\$ 96,627.44	\$ 38,550.98	\$ 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 Prorata	\$ 173.26	\$ 34.65	\$ 138.61	\$ 55.44	\$ 5.54	\$ 77.62
June	\$ 142,428.95	\$ 28,485.79	\$ 113,943.16	\$ 45,577.26	\$ 4,557.73	\$ 63,808.17
Totals	\$ 1,528,144.00	\$ 305,628.80	\$ 1,222,515.20	\$ 489,006.08	\$ 48,900.61	\$ 684,608.51

114.61%

	FY2022	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 141,422.24	\$ 28,284.45	\$ 113,137.79	\$ 45,255.12	\$ 4,525.51	\$ 63,357.16
August	\$ 207,833.47	\$ 41,566.69	\$ 166,266.78	\$ 66,506.71	\$ 6,650.67	\$ 93,109.39
September	\$ 129,388.96	\$ 25,877.79	\$ 103,511.17	\$ 41,404.47	\$ 4,140.45	\$ 57,966.25
October	\$ 133,750.99	\$ 26,750.20	\$ 107,000.79	\$ 42,800.32	\$ 4,280.03	\$ 59,920.44
November	\$ 135,194.22	\$ 27,038.84	\$ 108,155.38	\$ 43,262.15	\$ 4,326.22	\$ 60,567.01
December ProRata	\$ 111.27	\$ 22.25	\$ 89.02	\$ 35.61	\$ 3.56	\$ 49.85
December	\$ 142,255.81	\$ 28,451.16	\$ 113,804.65	\$ 45,521.86	\$ 4,552.19	\$ 63,730.60
January	\$ 147,155.05	\$ 29,431.01	\$ 117,724.04	\$ 47,089.62	\$ 4,708.96	\$ 65,925.46
February	\$ 129,112.59	\$ 25,822.52	\$ 103,290.07	\$ 41,316.03	\$ 4,131.60	\$ 57,842.44
March	\$ 142,466.84	\$ 28,493.37	\$ 113,973.47	\$ 45,589.39	\$ 4,558.94	\$ 63,825.14
April	\$ 151,530.96	\$ 30,306.19	\$ 121,224.77	\$ 48,489.91	\$ 4,848.99	\$ 67,885.87
May	\$ 148,953.10	\$ 29,790.62	\$ 119,162.48	\$ 47,664.99	\$ 4,766.50	\$ 66,730.99
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,609,175.50	\$ 321,835.10	\$ 1,287,340.40	\$ 514,936.16	\$ 51,493.62	\$ 720,910.62

120.69%



Sun Life

STOP-LOSS

Expertise

Renewal proposal created for
Candler County Board of Commissioners

Presented by Payton Brady
Telephone: 980-257-3283
Payton.Brady@sunlife.com



Renewal options

April 6, 2022

To accept the renewal proposal, please do the following:

- At the bottom of this page, select a renewal option and sign where indicated.
- Email, fax, or mail this page to me by June 1, 2022, in order to avoid a lapse in coverage.
- Please Note: Your signature constitutes your acceptance of the terms, conditions assumptions and contingencies set forth within all pages of this proposal.

Policyholder name: Candler County Board of Commissioners
 Policyholder Address: 1075 E HIAWATHA ST STE A
 METTER, GA 30439
 Situs State: GA
 Renewal Eff. Date: July 1, 2022

Account number: 947024
 Renewal status: Open
 TPA Name: MERITAIN HEALTH
 PPO Name: Aetna Choice POS II (ASO, Meritain)

Current and renewal rate summary

Tier	Employees
Employee only	71
Employee plus one dependent	0
Family	1
Total	72

Specific Stop-Loss policy details and renewal options

Plan thresholds	Current	Renewal option 1
Individual Specific deductible	\$40,000	\$40,000
Aggregating Specific deductible	None	None
Annual maximum	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited
Specific rates	Current	Renewal option 1
Claims basis	12/18	12/18
Gapless Renewal		Included
Benefits covered	Medical and Rx	Medical and Rx
Employee only	\$407.82	\$452.52
Employee plus one dependent	\$729.88	\$809.87
Family	\$1,077.44	\$1,195.53
Total monthly premium	\$30,032.66	\$33,324.45
Renewal rate action as a % increase to current monthly premium		11.0%

Aggregate Stop-Loss policy details and renewal options

Aggregate rates	Current	Renewal option 1
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000
Per employee per month rate	\$11.72	\$13.01
Total monthly premium	\$843.84	\$936.72
Renewal rate action as a % increase to current monthly premium		11.0%

Aggregate thresholds and rates

	Current	Renewal option 1
Claims basis	12/18	12/18
Benefits covered	Med, Rx	Med, Rx
Corridor	125%	125%
Minimum Attachment Point %	90%	90%
Employee only Aggregate deductible factor	\$865.82	\$1,015.61
- Medical	\$647.73	\$759.79
- Rx Drug	\$218.09	\$255.82
Employee plus one dependent Aggregate deductible factor	\$1,818.22	\$2,132.77
- Medical	\$1,360.24	\$1,595.56
- Rx Drug	\$457.98	\$537.21
Family Aggregate deductible factor	\$2,684.04	\$3,148.38
- Medical	\$2,007.97	\$2,355.35
- Rx Drug	\$676.07	\$793.03
Minimum Attachment Point	\$57,741.53	\$67,731.02
Estimated monthly renewal liability	\$64,157.26	\$75,256.69
Renewal rate action as a % increase to current monthly aggregate deductible factors.		17.3%

Total estimated annual plan costs

Total costs	Current	Renewal option 1
Total annual premium	\$370,518.00	\$411,134.04
Annual Aggregate Attachment Point	769,887.12	903,080.28
Total estimated self-funded plan costs	\$1,140,405.12	\$1,314,214.32
Renewal rate action as a % increase to total estimated annual plan cost.		15.2%

Select renewal option

option 1

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in it.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to Payton Brady.

Policyholder Signature:

Bryan Hasheim
 Bryan Hasheim

Date:

5/24/22

Printed Name:

Printed Title:

Administrator

Renewal options, continued

April 6, 2022

Policyholder name: Candler County Board of Commissioners
Account number: 947024
Renewal status: Open
Renewal Eff. Date: July 1, 2022

Specific Stop-Loss coverage

The following options and programs are included in your policy:

Options:

- **Mirroring Endorsement**

This option is subject to review and approval by Sun Life and may affect the quoted rates. To include this endorsement with your policy, within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.

- **Advance Funding option**

This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.

- **Electronic Funds Transfer (EFT)**

EFT is faster than getting your reimbursement by mail, as well as more convenient and easily trackable.

- **Rx Standard Service**

With this service, once your prescription-drug claims reporting is received, Sun Life will combine the prescription-drug claims data with any medical claims data we have received at an individual-covered-person level to determine total eligible expenses. Based upon the information provided, your PBM vendor is Magellan Rx. You remain responsible for ensuring that prescription drug claims are submitted to us, either by you or by someone acting on your behalf.

Programs:

- **SunElite™ medical document review service**

SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.

- **SunExcel™ transplant program**

The SunExcel program includes access to a stop-loss Specific Benefit deductible reduction when an approved transplant contract is placed.

- **SunResources™ preferred network program**

SunResources is our preferred cost-containment vendor program. On a voluntary basis, Sun Life clients gain access to an extensive network of cost-containment vendors that have gone through a rigorous vetting process to ensure quality service and performance. SunResources can help lower costs both before and after a catastrophic claim occurs.

The following are not included in your policy:

- **Clinical Trials option**
- **Retiree coverage**
- **Terminal Liability option**
- **Experience Rating Refund**

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 0.0%.

Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$20,000 with diagnosis/prognosis for the period of July 1, 2021, through January 31, 2022, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

Aggregate Benefit Stop-Loss

- **Features**

Monthly Aggregate Accommodation is included.
Terminal Liability option is not included.

Minimum Attachment Points

Renewal Option 1

\$812,772.25

- **Aggregate Stop-Loss renewal acceptance**

Renewal acceptance of Aggregate Benefit coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of July 1, 2021, through January 31, 2022. Upon review of that information, we reserve the right to recalculate the Aggregate Benefit Attachment Point.

Renewal options, continued

April 6, 2022

Policyholder name: Candler County Board of Commissioners
Account number: 947024
Renewal status: Open
Renewal Eff. Date: July 1, 2022

General coverage

- **Captive coverage**

Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all Sun Life incentive, bonus or override programs.

- **Affordable Care Act accommodations**

This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. It is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Proposal for Candler County Board of Commissioners
GSL01-2551, SLPC 24342 05/21 (exp. 05/23)

Disclosures

1. Sun Life book of business data through March 2020.
2. For complete financial ratings, visit www.sunlife.com/financialratings.
3. Sun Life renewal statistics data from 2018 to 2020.
4. Health Research Institute Medical Trend "Behind The Numbers" report 2021.

Producer licensing

All Sun Life companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sales or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

Producer compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates

This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Sun Life Companies

The Sun Life group of companies operates under the "Sun Life" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12. Product offerings may not be available in all states and may vary depending on state laws and regulations.

Stop-Loss information

The following services are not insurance and carry a separate charge included with the price of coverage: Clinical 360, owned by Sun Life; SunExcel®, owned by Sun Life; SunElite™, owned by Sun Life with services provided by The Phia Group, LLC.

Information

Issuance of a Stop Loss policy is dependent upon meeting underwriting guidelines and participation requirements.



If you have any questions or to learn more, contact your Sun Life Stop-Loss Specialist.

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Exhibit E

**FIRST AMENDMENT
TO
PBM SERVICES SPONSOR AGREEMENT
BETWEEN
MAGELLAN RX MANAGEMENT, LLC
AND
CANDLER COUNTY BOARD OF COMMISSIONERS**

THIS FIRST AMENDMENT TO THE PBM SERVICES SPONSOR AGREEMENT is effective on July 1, 2021 (“Amendment Effective Date”), by and between Candler County Board of Commissioners (hereinafter “Sponsor”) and Magellan Rx Management, LLC (hereinafter “MRx”).

WHEREAS, Sponsor and MRx are parties to the PBM Services Sponsor Agreement entered into as of July 1, 2021 (the “Agreement”), pursuant to which MRx provides certain pharmacy benefit management service to Sponsor; and

WHEREAS, the Parties now desire to modify the terms of the Agreement; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. The following definition is added to Section I of the Agreement:

“Specialty Pharmacy PBM Services” means pharmacy network administration, claims processing, utilization management (prior authorization, step therapy), formulary management, and Rebate administration, solely with respect to Specialty Drug Claims.

2. A new Section 3.D is added to Schedule A of the Agreement as follows:

D. Specialty Service Carve-Out. The Parties acknowledge and agree that any Sponsor may elect to carve-out all Specialty Pharmacy PBM Services to a Third-Party Specialty Pharmacy PBM as further outlined below. For any Sponsor that elects to carve-out Specialty Pharmacy PBM Services, the foregoing provisions of this Section, as well as all Specialty Drug pricing (including Effective Rate and Dispensing Fee Guarantees and Specialty Drug Rebate Minimum Guarantees), will not apply.

- i. A Sponsor may carve-out Specialty Pharmacy PBM Services at any time during the term of their Sponsor Agreement.
- ii. MRx agrees to work with Client and each applicable Sponsor to implement Specialty Pharmacy PBM Services carve out, including but not limited to implementing and updating Specialty Drug exclusions and messaging based on agreed upon drug list, providing historic claims data, active prior authorization file for Specialty Drugs, and Specialty Drug open refills form MRx Specialty Pharmacy.
- iii. For those Sponsors that have elected to carve-out Specialty Pharmacy PBM Services, MRx will provide an eligibility data feed to the Third-Party Specialty Pharmacy PBM at a mutually agreed upon frequency, no less frequently than daily.

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MRx will not be responsible for the actions of the Third-Party Specialty Pharmacy PBM with respect to any eligibility data provided to it by MRx, unless the Third-Party Specialty Pharmacy PBM's actions or omissions were caused, in whole or in part, by errors in the eligibility data that were caused by MRx. MRx receives the eligibility data that it provides to the Third-Party Specialty Pharmacy PBM from Sponsor or Sponsor's designee and MRx will not be financially or otherwise responsible for any errors in eligibility data that MRx provides to the Third-Party Specialty PBM if such errors were present in the eligibility data that Sponsor or its designee furnished to MRx.

- iv. For those Sponsors that have elected to carve-out Specialty Pharmacy PBM Services, MRx will provide a monthly claims data feed, which will contain data identifying each Member and the Covered Prescriptions dispensed, to the Third-Party Specialty Pharmacy PBM. The claims data feed provided to the Third-Party Specialty Pharmacy PBM will not contain any pricing information.
 - v. The eligibility data feed and claims data feed will be sent by MRx via an automated process that is set up with the applicable Third-Party Specialty Pharmacy PBM prior to Sponsor carving out Specialty Pharmacy PBM Services. Sponsor will provide commercially reasonable assistance, as necessary, to coordinate the data feed set up between MRx and Sponsor's Third-Party Specialty Pharmacy PBM. Sponsor hereby authorizes MRx to securely disclose eligibility data and claims data to Sponsor's designated Third Party Specialty Pharmacy PBM. This authorization includes information that is considered protected health information (PHI) under HIPAA. Sponsor's designated Third-Party Specialty Pharmacy PBM is a Business Associate of the Plan as defined by HIPAA and the designated Third-Party Specialty Pharmacy PBM has an executed Business Associate Agreement on file with the Plan.
 - vi. Provided that less than twenty percent (20%) of the total Specialty Drug Claims across all Pareto Sponsors are carved-out pursuant to this Section, there will be no additional charge to Pareto or Sponsor to carve-out Specialty Pharmacy PBM Services. If twenty percent (20%) or more of the total Specialty Drug Claims across all Pareto Sponsors are carved-out pursuant to this Section, the Parties agree to make an equitable modification to the pricing terms of this Agreement. This calculation will be conducted for the most recent contract quarter and will exclude Claims funded by an alternative funded source from the calculation.
 - vii. If a Specialty Drug Claim is processed by MRx in error for a Sponsor that has elected to carve out Specialty Pharmacy PBM Services to a Third-Party Specialty Pharmacy PBM, MRx will reimburse the Sponsor any amount over which Sponsor would have paid had the Specialty Drug Claim filled through their designated Third-Party Specialty Pharmacy PBM (taking into account both copay assistance and Rebates). In such event, Sponsor will provide MRx with documentation to support the amount required to be reimbursed by MRx.
3. Schedule B (Pricing Terms) is hereby deleted in its entirety and replaced with the Schedule B (Pricing Terms) attached hereto.
 4. Except as otherwise amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this amendment and the terms of the Agreement, the terms of this amendment shall control.

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IN WITNESS WHEREOF, the Parties hereto each by its officers duly authorized, have signed this Amendment to be effective as of the Amendment Effective Date.

MAGELLAN Rx MANAGEMENT, LLC

By: _____

Name: _____

Title: _____

Date: _____

SPONSOR

By:  _____

Name: Bryan Ascheim

Title: County Administrator

Date: 5/10/22

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SCHEDULE B

PRICING TERMS

This is a Pass Through Pricing arrangement. For Retail Claims, PBM shall charge Sponsor and/or Covered Members (through Cost Share) Dispensing Fees and Ingredient Cost Charges on a Pass Through Pricing basis reflecting the actual amounts charged by Participating Pharmacies at the time such Claims are submitted by the Participating Pharmacies. PBM represents and warrants that (except as expressly provided under the Agreement) it will not receive any spread, mark-up, margin (direct or indirect), compensation, remuneration or other consideration from any Retail Claims, dispensed by a Participating Pharmacy that is not owned or operated by PBM or its Affiliates. Pass Through Pricing does not include, and PBM retains, Claims transaction fees paid by a pharmacy. MRx's contracted rates and fees with pharmacies may vary between each other and are subject to change based on various factors, including market conditions. All financial guarantees and Administrative Fee charges apply only to Paid Claims.

1. RETAIL PHARMACY

Pricing. Sponsor will pay MRx for each Covered Pharmaceutical dispensed to a Member through a Retail Pharmacy an amount equal to the lower of (a) the Usual and Customary Charge (U&C), (b) MAC plus Dispensing Fee, or (c) AWP minus the AWP Discount Rate plus Dispensing Fee; in each case, less the amount of any Cost Share paid by a Covered Member and plus any applicable sales Taxes. These terms also apply to Member-submitted claims. Retail Pharmacy Claims may not exceed a 34-day supply except at pharmacies contracted for extended days' supply.

PBM shall process and charge Sponsor for each Claim for a Compound Prescription on a Pass Through Pricing basis, *provided, however*, that the total amount charged to Sponsor (including the amount of any Cost Share paid by a Covered Member) for any Claim for a Compound Prescription shall not exceed the amount determined utilizing the following methodology:

- For each Paid Claim that is for a Compound Prescription, PBM shall apply the NCPDP D.0 standard and the submitting pharmacy shall provide the following: (i) compound indicator; (ii) eleven-digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (iii) total quantity and total U&C Charge; and (iv) level of effort fee.
- PBM shall determine the appropriate Ingredient Cost Charge for each Covered Pharmaceutical component using the lower of (a) AWP minus the AWP Discount Rate contracted by PBM with the Participating Pharmacy for such Covered Drug (when dispensed alone), (b) MAC, or (c) the submitted ingredient cost. The total Ingredient Cost Charge for each such Paid Claim shall be the lower of (i) the sum of the component Ingredient Cost Charges as determined in the preceding sentence or (ii) the submitted U&C Charge for the Paid Claim; provided, however, that no Ingredient Cost Charge shall be included for any ingredient in a Compound Prescription that is not a Covered Drug.
- The Dispensing Fee for each Paid Claim for a Compound Prescription shall not exceed the amount of the Dispensing Fee Guarantee applicable to a non- Compound Prescription for

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the primary active ingredient of such Compound Prescription for the applicable calendar year pursuant to the pricing schedule.

- A level of effort fee will be added to the Ingredient Cost Charge and Dispensing Fee amounts as determined above.
- The total amount charged for each Paid Claim for a Compound Prescription shall be the lower of (i) the total Ingredient Cost Charge, plus the Dispensing Fee and level of effort fee or (ii) the submitted U&C Charge.

No Minimum Charge. There will be no minimum charge to Members. Covered Member pays the lower of (a) the U&C Charge, (b) MAC plus Dispensing Fee, (c) AWP minus the AWP Discount Rate plus Dispensing Fee, or (d) the applicable Cost Share, in each case, plus any applicable sales Taxes. If a Member pays the entire cost of a Covered Pharmaceutical, there will be no charge or credit to Sponsor.

Subject to Section 4 below, MRx will provide the following financial guarantees for the Retail Pharmacy network:

Retail 30 Component		
	July 1, 2021-December 31, 2021	January 1, 2022-December 31, 2022
Minimum Brand AWP Effective Rate Guarantee:	AWP minus 18.10%	AWP minus 18.75%
Minimum Generic AWP Effective Rate Guarantee:	AWP minus 84.25%	AWP minus 84.50%
Maximum Brand Claim Dispensing Fee Guarantee:	\$0.85	\$0.80
Maximum Generic Claim Dispensing Fee Guarantee:	\$0.85	\$0.80

Retail 90 Component		
	July 1, 2021-December 31, 2021	January 1, 2022-December 31, 2022
Minimum Brand AWP Effective Rate Guarantee:	AWP minus 22.10%	AWP minus 23.00%
Minimum Generic AWP Effective Rate Guarantee:	AWP minus 87.25%	AWP minus 88.00%
Maximum Brand Claim Dispensing Fee Guarantee:	\$0.00	\$0.00
Maximum Generic Claim Dispensing Fee Guarantee:	\$0.00	\$0.00

2. MAIL PHARMACY

Sponsor will pay MRx for Covered Pharmaceuticals dispensed to Members through a Mail Pharmacy an amount equal the lower of (a) MAC plus Dispensing Fee, or (b) AWP minus the AWP Discount Rate plus Dispensing Fee; in each case, less the amount of any Cost Share paid by a Covered Member and plus any applicable sales Taxes. The Dispensing Fee applicable to each Paid Claim is \$0.00. The

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minimum days' supply per prescription is 84 days. All Covered Pharmaceuticals dispensed from a Mail Pharmacy, unless otherwise excluded herein, are included in the AWP Effective Rate Guarantees, Dispensing Fee Guarantees and Rebate Minimum Guarantees for Mail Claims.

With exception of a few major retail chain pharmacies, PBM shall ensure that (a) all MAC Lists in effect at any given point of time for Mail Claims are comprised of the same listing of Covered Pharmaceuticals as all MAC Lists then in effect for Retail Claims, and (b) at all times the MAC for each Covered Pharmaceutical on a MAC List for Mail Claims is equal to or lower than the MAC for such Covered Pharmaceutical on each MAC List for Retail Claims.

No Minimum Charge. There will be no minimum charge to Members. Covered Member pays the lower of (a) MAC plus Dispensing Fee, (b) AWP minus the AWP Discount Rate plus Dispensing Fee, or (c) the applicable Cost Share, in each case, plus any applicable sales Taxes. If a Member pays the entire cost of a Covered Pharmaceutical, there will be no charge or credit to Sponsor.

Subject to Section 4 below, MRx will provide the following financial guarantees for the Mail Pharmacy:

Mail Component	July 1, 2021-December 31, 2021	January 1, 2022-December 31, 2022
Minimum Brand AWP Effective Rate Guarantee:	AWP minus 24.00%	AWP minus 24.00%
Minimum Generic AWP Effective Rate Guarantee:	AWP minus 87.25%	AWP minus 89.00%
Maximum Brand Claim Dispensing Fee Guarantee:	\$0.00	\$0.00
Maximum Generic Claim Dispensing Fee Guarantee:	\$0.00	\$0.00

3. SPECIALTY DRUGS

If Sponsor has elected to carve-out Specialty Pharmacy PBM Services or to utilize a vendor to seek alternate funding for certain Specialty Drugs, this Section 3 does not apply to Claims for such Specialty Drugs. Any Rebates received by MRx for Specialty Drugs for Sponsors that have carved-out Specialty Pharmacy PBM Services or utilize a vendor to seek alternative funding for certain Specialty Drugs will be paid to Sponsor as set forth in Section 5, below. Sponsor will pay for Specialty Drugs obtained through a Participating Retail Pharmacy under the terms of Schedule B, Section 1 (Retail Pharmacy). The remainder of this Section applies only to Specialty Drugs purchased through the Specialty Pharmacy or Mail Pharmacy.

Sponsor will pay MRx for Specialty Drugs that are Covered Pharmaceuticals dispensed through a Specialty Pharmacy or a Mail Pharmacy. MRx may add new Specialty Drugs to the Specialty Drug List as they become available in the market at a default price of AWP-14.00% for a 30-day supply until MRx establishes an appropriate contract price. New to market Specialty Drugs shall be added to the Specialty Drug List no later than three (3) months after the market availability of such Specialty Drug or upon a pricing event (e.g., agreement renewal or Market Check), whichever comes first. For avoidance of doubt, after a new to market Specialty Drug is added to the Specialty Drug List, such

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Specialty Drug shall be included in any AWP Effective Rate Guarantees applicable to Specialty Drugs. MRx will allow Sponsor to exclude new drugs for the first 6 months after their market introduction for Specialty and certain non-specialty product categories in accordance with the protocols and procedures established and approved by MRx and Sponsor.

MRx maintains a Specialty Drug List, which provides a separate price (typically expressed as a discount off of AWP) for each Specialty Drug on the list. The price varies on a drug by drug basis. For each Paid Claim for a Specialty Drug, Sponsor will pay to MRx the specified price, plus a Dispensing Fee of \$0.00 for non-Value Max Claims and \$50.00 for Value Max Claims. Specialty Drug Claims shall be guaranteed at the drug-level pricing reflected in the Specialty Drug List, in addition to the aggregate AWP Effective Rate Guarantees and default rates listed in below. Covered Drug Claims dispensed by the Specialty Pharmacy that are not on the Specialty Drug List shall be included in the Mail Pharmacy Pricing Category guarantees.

Notwithstanding the above, certain Specialty Drugs, such as vaccines and Limited Distribution Drugs, may include higher dispensing fees and/or a per diem or per activity charge, such as for associated equipment or nursing services. For these Specialty Drugs, the drug price, Dispensing Fee, and any per diem or per activity charges will be charged to Sponsor on a pass through basis. MRx may arrange for the provision of Limited Distribution Drugs through another pharmacy as necessary or appropriate for continuing Member care. On a quarterly basis, PBM shall provide to Sponsor an updated Specialty Drug List including drug name, strength, NDC-11 and GPI14 and updated drug-level price guarantees.

Subject to Section 4 below, MRx will provide the following financial guarantees for Specialty Drugs dispensed through the Specialty Pharmacy and the Mail Pharmacy:

Specialty Component		
	July 1, 2021-December 31, 2021	January 1, 2022-December 31, 2022
Minimum Specialty Drug AWP Effective Rate Guarantee:	AWP minus 18.50%	AWP minus 19.60%
Maximum Specialty Drug Dispensing Fee Guarantee:	\$0.00	\$0.00

Limited Distribution Drugs dispensed from a pharmacy other than an MRx Affiliate are excluded from the Specialty Drug guarantees.

4. AWP EFFECTIVE RATE AND DISPENSING FEE GUARANTEES

The following terms apply to the guarantees set forth in Sections 1 through 3 above.

After the end of each Pareto Contract Year, MRx will measure and reconcile each of the guarantees based upon the combined claim data of all Pareto Sponsors. Guarantees will be reconciled based upon the Contract Year of Pareto and not that of each Sponsor and will include the combined claim data of only those Pareto Sponsors who have been contracted with MRx for a minimum of twelve (12) months.

A. Effective Rate (Ingredient Cost) and Dispensing Fee Guarantees

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The Effective Rate Guarantees take into account the price before the application of any Cost Share, and do not include Dispensing Fees. The AWP Effective Rate and Dispensing Fee Guarantees applicable to each Pricing Category exclude the following:

- Member copays for Member pay the difference claims are excluded from the calculation
- Claims for Compound Prescriptions
- Specialty Drugs
- Vaccines and supplies
- Claims with ancillary charges (but not taxes)
- Member-submitted Claims
- Claims for subrogation
- COB Claims
- 340B Claims
- Claims older than 180 days
- Out-of-Network Claims
- Claim audit recoveries
- Under the Retail Pharmacy guarantees, LTC Claims, Home Infusion Claims and I/T/U Claims are excluded from the calculations.
- Under the Mail Pharmacy guarantees, Claims for less than an 84 days' supply are excluded from the calculations.
- If Sponsor has elected to utilize a vendor to seek alternate funding for certain Specialty Drugs, Claims for Specialty Drugs funded through such vendor are excluded from the calculations.
- If Sponsor has elected to enroll in the Value Max Program, Value Max Claims are excluded from the dispensing fee guarantee calculations.

Each Claim that is excluded from the guarantees shall adjudicate on a pass-through basis. No discount guarantee value will be derived from (1) the additional copay value in member pay the difference Claims; (2) the AWP value from any compound or bulk chemical claims that are labeled and adjudicated under U&C; and (3) the AWP value of any pharmacy input errors.

For the Brand Effective Rate Guarantees, all Brands are included in the calculation. For the Generic Effective Rate Guarantees, both Single Source Generics and Multisource Generics are included in the calculation. "Single Source Generic" means a drug that is manufactured by and available from only one generic pharmaceutical manufacturer. "Multisource Generic" means a drug is manufactured by and available from two or more generic pharmaceutical manufacturers.

B. Reconciliation Process

- I. **PBM Guarantee Reconciliation.** The AWP Effective Rate Guarantees and Dispensing Fee Guarantees are intended to serve as a floor and a cap, respectively, on an aggregate basis with respect to all applicable Covered Pharmaceuticals during the applicable time period within any Pricing Category, on the amounts to be charged by PBM to Sponsor and Covered Members (through Cost Share) under the Agreement. As such, PBM shall use commercially reasonable efforts to achieve the highest possible AWP Effective Rates and lowest Dispensing Fees throughout the term of this Agreement. No offsetting or commingling is permitted between Pricing Category guarantees, and, except as allowed for the 2019 Pricing Option, a surplus or over-performance in one or more Pricing Category guarantees may not be utilized to reduce or offset a deficiency or

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underperformance in any other Pricing Category guarantee. PBM shall report all Pricing Category guarantees quarterly and reconcile them on an annual basis. PBM will credit Sponsor a pro rata share of any underperformance for each Pricing Category guarantee within ninety (90) days following the end of the plan year. The pro rata share shall be based upon the total eligible Claims incurred with respect to such Sponsor during the reconciliation period. Sponsor shall retain one hundred percent (100%) of any guarantee over-performance.

2. **Client Guarantee Reconciliation.** On an annual basis, Client or its designee will compare their assessment of all financial guarantee performance to the PBM assessment of financial guarantee performance. If there are differences between these assessments, Client or its designee and PBM shall work in good faith to reconcile the differences as follows:

- a. Client or designee will request an inclusion/exclusion file from PBM that demonstrates the Pricing Category under which each Claim was reconciled. PBM will supply inclusion/exclusion file within ten (10) Business Days.
- b. Client or designee will compare to their inclusion/exclusion file and provide a difference file back to the PBM for review.
- c. Client and PBM will work in good faith to settle the reconciliation. If unable to settle, the following process will be implemented: Upon written request of the other Party, each of the Parties will appoint a designated representative whose task it will be to meet for the purpose of attempting to resolve the dispute. The designated representatives will meet in person or by telephone as often as reasonably necessary to gather and furnish the other all information with respect to the matter in issue and which is pertinent to the understanding or resolution of the dispute. The representative will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions will be left to the discretion of the designated representatives. If the designated representatives do not resolve the dispute within thirty (30) days, then an executive of Client and an executive of PBM will meet in person or by telephone to review and attempt to resolve the dispute prior to the commencement of litigation. If after good faith negotiations, the executive-level representatives do not resolve the dispute within thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party. Upon such termination, each Party will retain all rights and remedies under this Agreement or otherwise available, whether at law or equity, which rights or remedies will not be affected by the termination of this Agreement.
- d. This reconciliation process will not be considered an audit.

5. **REBATES**

Precision Formulary with Pareto custom exclusions

MRx will pay (credit) Sponsor with one hundred percent (100%) of Rebates received by MRx on behalf of Sponsor within one hundred eighty (180) days following the end of each calendar quarter.

MRx will provide the following Guaranteed Rebates at the Pareto Level for all Sponsors electing the **Precision Formulary** as measured in the aggregate across all such Sponsors:

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Rebate Minimum Guarantees (per Brand Paid Claim):		
	<u>7/1/21-12/31/21</u>	<u>1/1/22-12/31/22</u>
Retail 30 Claims (1-83 Day Supply)- not including Specialty Drug Claims	\$161.09	\$183.56
Retail 90 Claims (84-90 Day Supply) - not including Specialty Drug Claims	\$489.78	\$558.63
Mail Claims - not including Specialty Drug Claims	\$686.92	\$788.43
Specialty Drug Claims – Includes all dispensing channels*	\$1,031.00	\$1124.04

*Rebate Minimum Guarantees for Specialty Drug Claims do not apply for Sponsors that have elected to (i) utilize a vendor to seek alternate funding for certain Specialty Drugs; or (ii) carve-out Specialty Pharmacy PBM Services. For such Sponsors, MRx will pay (credit) to Sponsor one hundred percent (100%) of Rebates received by MRx for Specialty Drug Claims within one hundred eighty (180) days following the end of each Contract Quarter. Any Rebate received by MRx for these Specialty Drugs will not be counted towards meeting any Rebate Minimum Guarantees.

After the end of each Pareto Contract Year, MRx will calculate the amount of the Rebate Minimum Guarantees attributable to all of Pareto's Sponsors combined for such Pareto Contract Year in aggregate. If the aggregate amount of such Rebate Minimum Guarantees for such year exceeds the amount of Rebates paid to all Sponsors in the aggregate attributable to such year, MRx will pay to Pareto, but not to the Sponsors, the difference within one hundred eighty (180) days following the end of the Pareto Contract Year.

All Brand Drug Paid Claims shall be included in the reconciliation of Rebate Minimum Guarantees unless otherwise explicitly excluded in this Agreement.

Claims shall not be excluded from Rebate Minimum Guarantees based on individual Claim or aggregate Plan Covered Member Cost Share percentage.

Rebate Minimum Guarantees do not include Claims for Compound Prescriptions, OTC Drugs, government subrogation, or Secondary Payer Claims, 340B Claims, Member-Submitted Claims, Claims older than 180 days, out-of-network Claims, and Claims for Biosimilar Drugs.

PBM may contract with and/or utilize the services of a rebate administrator to contract with and collect Rebates from pharmaceutical manufacturers. The rebate administrator may retain a portion of the Rebates and earn administrative fees for its services.

In addition to Rebates, PBM may earn additional amounts from pharmaceutical manufacturers and/or others. For example, PBM may earn administrative and/or service fees relating to administration of the Rebate program, and fees for other services rendered by PBM to such manufacturers unrelated to the administration of rebates, such as adherence and compliance programs, other patient support and similar services. PBM may also receive purchase discounts relating to purchases of drugs for dispensing from the Mail Pharmacy or Specialty Pharmacy. The amounts described in this section are not "Rebates" under this Agreement.

6. ADMINISTRATIVE FEES

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A. Core Administrative Services. Sponsor will pay to MRx the following Administrative Fee for all of the Core Administrative Services set forth in Section 5:

Per Paid Claim: \$2.00

B. Value-Added Administrative Services.

Sponsor will pay to MRx for the Value-Added Administrative Services requested or used by Sponsor as follows:

<u>SERVICE/DESCRIPTION</u>	<u>PRICE</u>
<u>Eligibility Services</u>	
Manual Eligibility	\$2.00 per eligibility record
Electronic Prescribing	\$0.16 per positive eligibility transaction
Retroactive termination letters	Quoted upon request
<u>Member Communications</u>	
Member Packets (mailed directly to Member)	\$1.25 per Member address, plus postage
Replacement Identification Cards	\$0.25 per card Rx Only; \$0.50 per card Rx + Medical
Customized materials (Member packets or other communications)	Quoted upon request
Member mailings	\$1.25 per letter, plus postage
<u>Claims Processing and Payment</u>	
Direct Member Reimbursement (Member submitted manual/paper Claims)	\$1.50 per Claim, plus postage and Core Administrative Fee
<u>Utilization Management</u>	
MRx Standard Prior Authorization program, including intervention at the point of sale to support appropriate use and initial clinical coverage reviews based upon established criteria	\$35 per review
Appeals	\$100 per review
Independent Review Organization (IRO) services – access to MRx-supplied panel of IROs for external reviews if MRx provides final internal appeals	Pass through of fees from IRO entities
<u>Subrogation</u>	
Processing of Subrogation Claims	\$3.00 per Subrogation Claim
<u>Reporting</u>	
Custom ad hoc reporting	\$195 per hour
<u>Retiree Drug Subsidy</u>	
RDS Support Services	\$0.35 per Claim (per contract amendment)
<u>Audit/Fraud, Waste and Abuse</u>	
Custom FWA program	Quoted upon request
Pareto-requested audits of pharmacy	On site audit: \$1,350 per audit Desk audit: \$500/audit
<u>Physician Communications</u>	

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SERVICE/DESCRIPTION	PRICE
Physician charges relating to utilization management activities (e.g., requests for information, discussion of clinical criteria)	Pass through of physician charges

7. GENERAL

The pricing terms in this Agreement are based upon Benefit Design (including but not limited to the Formulary), and other information provided by Sponsor to PBM during the proposal process. If Sponsor makes any changes to the Benefit Design, makes other changes to its Plan(s), or other changes occur, that constitute a material departure from PBM's underwriting assumptions based on information provided by Sponsor, the Parties agree to modify the pricing terms of this Agreement as of the effective date of such event/change to return PBM to its relative economic position prior to such event/change. Notwithstanding the foregoing, any pricing changes required due to Formulary customizations implemented by Sponsor will be made in accordance with Section 4.E of Schedule A.

In the event a change in Law (including any interpretation of same) occurring after this Agreement has been signed materially impacts PBM's costs of providing any of the PBM Services hereunder, or if an action by a pharmaceutical manufacturer or any unscheduled patent expiration/availability of over-the-counter products constitutes a material departure from PBM's underwriting assumptions, the Parties will make an equitable modification to the pricing terms of this agreement as of the effective date of such event/change. In the event of any increase in postage rates announced after this Agreement is signed, PBM will amend the Dispensing Fee relating to the Mail Order Pharmacy to reflect such increased amount.

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**BOARD OF COMMISSIONERS
OF CANDLER COUNTY**

Glyn Thrift
Chairman

Bryan Aasheim
County Administrator

Brad Jones
Vice-Chairman

Blake Hendrix
Commissioner

David Robinson
Commissioner

Gregory Thomas
Commissioner

June 7, 2022

Mayor Ed Boyd
City of Metter
PO Box 74
Metter GA 30439

Mayor Terry Franklin
Town of Pulaski
PO Box 117
Pulaski GA 30451

Re: Renegotiation of Local Option Sales Tax Distribution

Dear Sir and Madam,

As you know O.C.G.A. §48-8-89 requires counties and cities to periodically renegotiate the distribution of revenues received from the local option sales tax. Renegotiation must take place during the 2022 calendar year. Failure to file a new distribution certificate with the state revenue commissioner by December 30, 2022, will result in a repeal of the LOST levy for Candler County and each participating city.

In particular, the law states that negotiations "...shall be commenced...on or before July 1, 2022." It is the responsibility of the county governing authority to issue the call for LOST renegotiations and to notify the state revenue commissioner that the renegotiation has been initiated. Pursuant to this call, the renegotiation process required by O.C.G.A. § 48-8-89(d) shall commence on July 1, 2022.

By copy of this letter, the state revenue commissioner is hereby notified that the LOST renegotiation process for Candler County will commence on July 1, 2022.

If you have any questions or suggestions, please let me know.

Sincerely,

Glyn Thrift, Chairman
Candler County Board of Commissioners

cc: Robyn A. Crittenden, Georgia State Revenue Commissioner

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

A RESOLUTION TO INCREASE THE COUNTY BASE PAYMENT FOR ANIMAL CONTROL SERVICES FOR FY23 TO AS DESCRIBED IN THE SERVICE DELIVERY AGREEMENT FOR ANIMAL CONTROL, ARTICLE II(1)b

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of Candler County; and,

WHEREAS, The Service Delivery Strategy (“SDS Agreement”) was filed with the Georgia Department of Community Affairs in 2018; and,

WHEREAS, the SDS Agreement includes a section for the funding and operation of Metter’s Animal Control Services; and,

WHEREAS, the SDS Agreement defines, in Article II, the funding for the provision of services and sets the “County Base Payment” at sixty percent (60%) of Metter’s Animal Control Services budget from the preceding year; and,

WHEREAS, Article II of the Animal Control Services agreement limits the annual increase of the County Base Payment not to exceed 5% of the preceding year; and,

WHEREAS, Article II, Section 1(b) allows for the County by resolution to consent to an increase in the County Base Payment; and,

WHEREAS, the City of Metter has presented a budget request for FY23 that exceeds the 5% annual increase allowed; and,

WHEREAS, the Board of Commissioners of Candler County is desirous of meeting the budget request for fiscal year 2023 of the City of Metter for Animal Control Services under the SDS Agreement.

NOW THEREFORE BE IT RESOLVED, by the Chairman and Board of Commissioners of Candler County, Georgia, as follows:

That the proposed Fiscal Year 2023 County Base Payment be increased to \$86,927 and that subsequent fiscal year budgets shall not increase more than 5% from year to year unless the County by resolution otherwise consents to increase the County Base Payment as described in the SDS Agreement.

That all appropriations shall lapse at the end of the fiscal year.

That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 6th day of June, 2022.

COUNTY OF CANDLER, GEORGIA

By: Glyn Thrift, Chairman

This is to certify that I am County Clerk of Candler County, Georgia. As such I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

Attest: Kellie Lank, County Clerk

(AFFIX SEAL)

signatures below, do hereby agree to the following:

ARTICLE I – PROVISION OF SERVICES

Metter shall provide animal control services throughout the unincorporated and incorporated areas of Candler County, Georgia. The County shall provide recreation services throughout the unincorporated and incorporated areas of the Candler County, Georgia.

ARTICLE II – FUNDING FOR PROVISION OF SERVICES

Metter's provision of animal control services shall be jointly funded as follows. Metter shall establish its annual budget after first applying Metter's fees, grants, rents, donations, lease payments, and SPLOST funds, if applicable, to the total costs of Metter's operations, maintenance, and capital improvements for animal control services. The balance of the budget shall be funded from payments made by the County as set forth below with the remaining balance paid by Metter. The County's funding of recreation services shall be funded as stated below.

1. *County Funding.*

- a. For the first fiscal year (whether full or partial) through conclusion of the fourth fiscal year of this Agreement, the City shall provide animal control services to the County at no charge. In consideration for said period of animal control services and as a novation to the existing agreement between the Parties pertaining to recreation, the County has agreed to waive and forgo its right to payment of \$168,000.00 for the provision of recreation services to the City over the remainder of said agreement's term. In further consideration of this Agreement, and over the duration of this Agreement, the County agrees to provide recreation services to all incorporated and unincorporated areas of the County. As a countywide service, the County and City agree that recreation services will be paid for by the County first applying user fees, grants, rents, lease payments, donations and thereafter applying County general fund revenues. SPLOST proceeds may also be used to fund capital projects associated with recreation services.
- b. In the fifth fiscal year of this agreement, the County shall pay to Metter sixty percent (60%) of Metter's budget balance, as stated above, based on Metter's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, Metter's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Payment. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessments, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
- c. It is the intention of the Parties that the County receive forty-eight months of no cost animal control as consideration of the County foregoing \$168,000 under the prior recreation services agreement. As such in the event that commencement of the fifth fiscal year following execution of this Agreement occurs prior to the County receiving forty-eight months of no cost service, then notwithstanding any

City of Metter

MAYOR & COUNCIL

Edwin O. Boyd, Mayor
Chyrileen Kilcrease, Mayor Pro Tem
Brandon Sikes
Gregg Stewart
James McKie
Rashida Daniel Taylor

49 South Rountree Street
Post Office Box 74
Metter, Georgia 30439



APPOINTED OFFICIALS

Carter Crawford, City Manager
Angie Conner, City Clerk
Brent Carter, City Attorney
J. Kendall Gross, Municipal Judge

May 18, 2022

Bryan Aasheim
County Administrator
Candler County Board of Commissioners
1075 E. Hiawatha St., Suite A
Metter, GA 30439

Re: City of Metter Fiscal Year 2023 Animal Control Budget

Dear Bryan,

Chairman Glyn Thrift asked the City to explain why its Fiscal Year 2023 Animal Control budget had increased more than the 5% over the current fiscal year budget.

The reasons for the increases are as follows:

1. Budget adjustments have not been made to the current (2022) budget. For example, the part-time employee has not been added to the salary position of the budget.
2. Employee salaries FICA and retirement contributions increased due to a 2 ½ salary increase and a 3% one-time lump sum payment to offset inflation.
3. Overtime increase is due to salary increases, increased calls for after hours services and employees having to work overtime due to employee shortages.
4. Health insurance and Workers Compensation costs increased due to rate increases.
5. Veterinarian has increased charges for service, plus an increase in the number of animals requiring vet. services.
6. Education and travel budget items have not been adjusted for current fiscal year.
7. Energy-electricity budget amount has increased due to the expansion of the Animal Control facility.
8. Fuel costs have been increased due to increase in cost to purchase fuel.

City of Metter

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Post Office Box 74
Metter, Georgia 30439



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Angie Conner, City Clerk
Brent Carter, City Attorney
J. Kendall Gross, Municipal Judge

If it pleases the County Commission, the County's portion for funding the City Animal Control budget can be handled in the same manner as the County's portion of the City Fire budget. County's portion be paid monthly with a reimbursement back to the County if Animal Control expenses for the year come in under budget.

If more information is needed, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'H. Carter Crawford'.

H. Carter Crawford
City Manager ICMA-CM

City of Metter

MAYOR & COUNCIL

Edwin O. Boyd, Mayor
Chyrileen Kilcrease, Mayor Pro Tem
Brandon Sikes
Paul MacGregor
Amy L. Harrelson
Rashida Daniel Taylor

49 South Rountree Street
Post Office Box 74
Metter, Georgia 30439



APPOINTED OFFICIALS

Carter Crawford, Int. City Manager
Angie Conner, City Clerk
Brent Carter, City Attorney
J. Kendall Gross, Municipal Judge

April 19, 2022

Bryan Aasheim
County Administrator
Candler County, Georgia
1075 E. Hiawatha St.
Metter, Georgia 30439

RE: 2023 Animal Control Budget

Dear Bryan,

Per the Service Delivery Intergovernmental Agreement dated June 18, 2018, between the City of Metter and the Candler County Board of Commissioners, the county will be responsible for 60% of the City of Metter's Animal Control budget, beginning the 5th fiscal year from the beginning date of the above agreement. July 1, 2022 is the beginning of the 5th fiscal year.

The City of Metter's Animal Control budget for fiscal year 2023 is \$151,878.00, (see attached). The city has budgeted \$7,000.00 in fees and donations, which will be used to reduce the costs to the city and county.

The cost breakdown is as follows:

Total budget	\$151,878.00
Fees & donations	-\$7,000.00
Balance	\$144,878.00

60%	\$86,927.00
40%	\$57,951.00

Four year breakdown of animal collections for the city and the county.

	FY 22	FY21	FY20	FY19	Total	Percent
City	264	107	172	40	583	37%
County	269	288	264	170	991	63%

If you have any questions, please feel free to contact me.

Sincerely,



H. Carter Crawford ICMA CM
City Manager

CITY OF METTER
Budget/Revenue Preparation Worksheet

Description Budget Account Number	2018 Approp Actual	2019 Approp Actual	2020 Approp Actual	2021 Approp Actual	***** 2022 Approp Actual	***** Estimated Full Year	***** 2023 Requested	***** Admin. Recmd	***** Budgeted	%PY
DEPARTMENT: 100-39100-00-0000										
UNIFORMS										
100-39100-51-2901	720.00 415.97	1,450.00 832.15	850.00 991.13	850.00 1,033.87	1,450.00 1,396.60	0.00	1,200.00			0.00
DRUG TESTING										
100-39100-51-2902	80.00 50.00	100.00 0.00	100.00 0.00	100.00 0.00	100.00 125.00	0.00	110.00			0.00
COMPUTER CONSULTANT										
100-39100-52-1202	0.00 100.00	0.00 450.00	0.00 0.00	0.00 449.08	500.00 0.00	0.00	500.00			0.00
VETERINARIAN FEES										
100-39100-52-1207	2,000.00 4,939.03	5,000.00 4,979.00	5,000.00 4,095.39	5,000.00 4,553.84	5,000.00 6,036.36	0.00	6,000.00			0.00
R & M BUILDINGS										
100-39100-52-2201	0.00 719.20	1,000.00 404.55	1,000.00 49.99	1,000.00 2,554.00	2,000.00 105.00	0.00	2,000.00			0.00
R & M - RADIOS										
100-39100-52-2202	50.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00	1,000.00			0.00
R & M VEHICLES-EQUIPMENT										
100-39100-52-2203	800.00 7,276.26	1,000.00 671.65	1,000.00 2,801.85	1,000.00 1,129.68	1,000.00 1,079.77	0.00	1,150.00			0.00
R & M PEST CONTROL										
100-39100-52-2209	372.00 372.48	372.00 372.48	375.00 372.48	375.00 432.48	500.00 432.48	0.00	500.00			0.00
GENERAL LIABILITY INS										
100-39100-52-3102	310.00 320.88	569.00 491.01	477.00 422.39	375.00 492.21	694.00 390.15	0.00	375.00			0.00
PROPERTY & EQUIPMENT										
100-39100-52-3104	126.00 132.22	162.00 206.34	600.00 567.83	725.00 683.89	718.00 404.28	0.00	750.00			0.00

CITY OF METTER
Budget/Revenue Preparation Worksheet

Description Budget Account Number	2018 Approp Actual	2019 Approp Actual	2020 Approp Actual	2021 Approp Actual	***** 2022 Approp Actual	***** 2022 Estimated Full Year	***** 2023 Requested	***** 2023 Admin. Recmd	***** 2023 Budgeted	%PY
DEPARTMENT: 100-39100-00-0000										
INSURANCE - VEHICLES										
100-39100-52-3106	427.00 495.12	517.00 443.77	463.00 403.04	463.00 513.03	774.00 435.21	0.00	750.00			0.00
INS. WORKER'S COMP										
100-39100-52-3107	789.00 788.86	828.00 326.68	744.00 2,020.83	1,000.00 3,419.60	3,420.00 3,146.34	0.00	4,000.00			0.00
COMMUNICATIONS										
100-39100-52-3200	1,300.00 1,358.49	1,532.00 1,972.75	1,800.00 1,887.77	1,800.00 1,727.49	1,800.00 1,096.31	0.00	2,000.00			0.00
ADVERTISING										
100-39100-52-3300	115.00 683.50	300.00 485.00	600.00 655.55	600.00 318.75	600.00 126.00	0.00	500.00			0.00
TRAVEL										
100-39100-52-3500	410.00 315.60	500.00 166.00	500.00 361.78	500.00 0.00	500.00 845.24	0.00	1,000.00			0.00
DUES & FEES										
100-39100-52-3600	110.00 121.45	122.00 103.40	122.00 100.00	122.00 207.11	150.00 100.00	0.00	200.00			0.00
EDUCATION & TRAINING										
100-39100-52-3700	400.00 225.00	200.00 150.00	200.00 150.00	200.00 0.00	200.00 575.00	0.00	500.00			0.00
SOFTWARE LICENSE FEES										
100-39100-52-3810	0.00 0.00	0.00 484.61	500.00 710.05	500.00 670.00	500.00 660.29	0.00	1,000.00			0.00
CONTRACT LABOR										
100-39100-52-3850	0.00 0.00	0.00 778.00	0.00 400.00	0.00 0.00	0.00 0.00	0.00				0.00
HURRICANE IRMA EXPENSES										
100-39100-52-3937	0.00 229.64	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00				0.00

Description	2018	2019	2020	2021	***** 2022	***** Estimated Full Year	***** Requested	***** Admin. Recmd	***** Budgeted	%PY
Budget Account Number	Approp Actual	Approp Actual	Approp Actual	Approp Actual	Approp Actual					
DEPARTMENT: 100-39100-00-0000										
OFFICE SUPPLIES & EXPENSE										
100-39100-53-1101	200.00 345.45	300.00 415.38	400.00 421.13	400.00 330.06	400.00 956.18	0.00	500.00			0.00
OTHER SUPPLIES										
100-39100-53-1105	10,000.00 6,283.89	10,000.00 6,588.15	7,000.00 6,256.68	7,000.00 10,175.13	7,000.00 6,827.65	0.00	7,000.00			0.00
ENERGY-ELECTRICITY										
100-39100-53-1230	1,400.00 2,857.04	2,000.00 3,264.37	3,500.00 3,417.74	3,500.00 3,877.11	4,000.00 4,311.78	0.00	6,000.00			0.00
ENERGY-GASOLINE/DIESEL										
100-39100-53-1270	2,400.00 3,185.16	2,400.00 3,575.57	3,000.00 2,650.74	3,000.00 2,804.51	3,000.00 2,702.48	0.00	4,000.00			0.00
Control Total	91,277.00 92,940.57	104,324.00 102,280.28	103,333.00 107,762.47	108,674.00 117,948.78	121,234.00 115,166.50	0.00	151,878.00	0.00	0.00	0.00
DEPARTMENT Total	91,277.00 92,940.57	104,324.00 102,280.28	103,333.00 107,762.47	108,674.00 117,948.78	121,234.00 115,166.50	0.00	151,878.00	0.00	0.00	0.00
Budgeted Total	91,277.00 92,940.57	104,324.00 102,280.28	103,333.00 107,762.47	108,674.00 117,948.78	121,234.00 115,166.50	0.00	151,878.00	0.00	0.00	0.00
Non-Budget Total	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00
Budget Fund Total	91,277.00 92,940.57	104,324.00 102,280.28	103,333.00 107,762.47	108,674.00 117,948.78	121,234.00 115,166.50	0.00	151,878.00	0.00	0.00	0.00
Year Total	91,277.00 92,940.57	104,324.00 102,280.28	103,333.00 107,762.47	108,674.00 117,948.78	121,234.00 115,166.50	0.00	151,878.00	0.00	0.00	0.00

Exhibit H

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, 2022 and ending June 30, 2023.

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 ____ day of _____, 2022.

ATTEST:

CANDLER COUNTY

By: _____
Bryan Aasheim, Administrator

This the ____ day of _____, 2022.

ATTEST:

EMANUEL COUNTY

By: _____
L. Guy Singletary, Administrator

This the ____ day of _____, 2022.

ATTEST:

JEFFERSON COUNTY

By: _____
Jerry Coalson, Administrator

This the ____ day of _____, 2022.

ATTEST:

TOOMBS COUNTY

By: _____
John Jones, Administrator

This the ____ day of _____, 2022.

ATTEST:

WASHINGTON COUNTY

By: _____
Dustin Peebles, Administrator

ATTEST:

GEORGIA PUBLIC DEFENDER COUNCIL

By: _____
Omotayo B. Alli
Executive Director

ATTACHMENT “A”

July 1, 2022 – June 30, 2023

The Counties agree to pay the Public Defender Office \$518,685.32 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, 2022. 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.

Bryan Aasheim

From: Brandi Payne <bpayne@gapublicdefender.org>
Sent: Monday, March 21, 2022 3:36 PM
To: lgsingletary; Bryan Aasheim; Dustin Peebles; jcoalson; jjones.toombsco
Subject: Amended FY 2023 budget request
Attachments: Amended FY2023.pdf

Good Afternoon,

Please find attached an Amended FY 2023 budget request for the Office of the Public Defender. As you are aware, the legislature has voted for a \$5,000.00 pay increase for all state employees. Three of the positions in my office are county funded, state reimbursed. As such, they will not receive the \$5,000.00 raise, unless it is provided by the counties. Therefore, I am requesting that the county funded positions also receive a \$5,000.00 raise. These positions are reflected on the budget at APD (Prince), Investigator (Coxwell), and Advocate (Shurling).

In regard to APD (Prince), if the original budget request and this amended request are passed it would result in a \$15,000.00 pay increase for this position. The position is still currently vacant, but hopefully the increase will attract some interested candidates to move to the Middle Circuit.

Thank you for your consideration of this mater. If anyone has any questions or concerns, please do not hesitate to contact me.

Brandi Dukes Payne
Circuit Public Defender
Middle Judicial Circuit
(478) 237-9014

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2022 - June 30, 2023 (Amended)

STATE FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total
Chief Public Defender (Payne)	1	\$ 107,636.64	\$ 8,234.20	\$ 26,553.96	\$ 32,779.66	\$ 31.00	\$ 175,235.46
APD (Karrh)	1	\$ 71,363.28	\$ 5,459.29	\$ 17,605.32	\$ 21,732.97	\$ 31.00	\$ 116,191.87
APD (Pritchett)	1	\$ 74,250.00	\$ 5,680.13	\$ 18,317.48	\$ 22,612.10	\$ 31.00	\$ 120,890.70
TOTAL:	3	\$ 253,249.92	\$ 19,373.62	\$ 62,476.76	\$ 77,124.73	\$ 93.00	\$ 412,318.02

STATE FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total
Investigator (Fagler)	1	\$ 51,500.00	\$ 3,939.75	\$ 12,705.05	\$ 15,683.81	\$ 31.00	\$ 83,859.61
Administrative Staff (Corley)	1	\$ 58,680.72	\$ 4,489.08	\$ 14,476.53	\$ 17,870.63	\$ 31.00	\$ 95,547.96
Administrative Staff (Shepard)	1	\$ 33,425.28	\$ 2,557.03	\$ 8,246.02	\$ 10,179.33	\$ 31.00	\$ 54,438.67
TOTAL:	3	\$ 143,606.00	\$ 10,985.86	\$ 35,427.60	\$ 43,733.77	\$ 93.00	\$ 233,846.23

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total
APD (Karrh)	1	\$ 5,001.84	\$ 382.64	\$ 1,233.95	\$ 1,523.26	\$ -	\$ 8,141.70
APD (Prince)	1	\$ 65,000.00	\$ 4,972.50	\$ 16,035.50	\$ 19,795.10	\$ 31.00	\$ 105,834.10
APD (Nelson)	1	\$ 85,200.00	\$ -	\$ -	\$ -	\$ -	\$ 85,200.00
TOTAL:	3	\$ 155,201.84	\$ 5,355.14	\$ 17,269.45	\$ 21,318.36	\$ 31.00	\$ 199,175.80

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total
Investigator (Coxwell)	1	\$ 56,000.00	\$ 4,284.00	\$ 13,815.20	\$ 17,054.24	\$ 31.00	\$ 91,184.44
Investigator (Fagler)	1	\$ 6,501.84	\$ 497.39	\$ 1,604.00	\$ 1,980.07	\$ -	\$ 10,583.31
Advocate (Shurling)	1	\$ 52,000.00	\$ 3,978.00	\$ 12,828.40	\$ 15,836.08	\$ -	\$ 84,642.48
TOTAL:	3	\$ 114,501.84	\$ 8,759.39	\$ 28,247.60	\$ 34,870.39	\$ 31.00	\$ 186,410.23

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2022 - June 30, 2023 (Amended)

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Office Rent	*	\$ 1,700.00	\$ 20,400.00
Operational Expenses	*	\$ 6,500.00	\$ 78,000.00
Transcripts	*	\$ 833.33	\$ 10,000.00
TOTAL:		\$ 8,200.00	\$ 98,400.00

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 412,318.02	\$ 199,175.80
Public Defender Administrative	*	\$ 233,846.23	\$ 186,410.23
5% Administrative Fee	*	-	\$ 19,279.30
Travel	*	\$ 15,000.00	\$ -
Expert Witness	*	\$ 7,000.00	\$ -
Office Expenditures	*	-	\$ 98,400.00
Supplemental Pay	*	-	\$ 10,000.00
5% Administrative Fee	*	-	\$ 5,420.00
TOTAL:		\$ 668,164.26	\$ 518,685.32

BREAKDOWN BY COUNTY			
		Annual	Monthly
Candler	11.12%	\$ 57,677.81	\$ 4,806.48
Emanuel	22.84%	\$ 118,467.73	\$ 9,872.31
Jefferson	17.11%	\$ 88,747.06	\$ 7,395.59
Toombs	27.52%	\$ 142,742.20	\$ 11,895.18
Washington	21.41%	\$ 111,050.53	\$ 9,254.21
CIRCUIT WIDE TOTAL:	100.00%	\$ 518,685.32	\$ 43,223.78

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Candler	11.12%	\$ 45,021.02	\$ 3,751.75
Emanuel	22.84%	\$ 92,471.24	\$ 7,705.94
Jefferson	17.11%	\$ 69,272.46	\$ 5,772.70
Toombs	27.52%	\$ 111,418.94	\$ 9,284.91
Washington	21.41%	\$ 86,681.67	\$ 7,223.47
CIRCUIT WIDE TOTAL:	100.00%	\$ 404,865.32	\$ 33,738.78

BREAKDOWN BY COUNTY (Operating)			
		Annual	Monthly
Candler	11.12%	\$ 12,656.78	\$ 1,054.73
Emanuel	22.84%	\$ 25,996.49	\$ 2,166.37
Jefferson	17.11%	\$ 19,474.60	\$ 1,622.88
Toombs	27.52%	\$ 31,323.26	\$ 2,610.27
Washington	21.41%	\$ 24,368.86	\$ 2,030.74
CIRCUIT WIDE TOTAL:	100.00%	\$ 113,820.00	\$ 9,485.00



GEORGIA
PUBLIC
DEFENDER
COUNCIL

OFFICE OF THE PUBLIC DEFENDER MIDDLE JUDICIAL CIRCUIT

124 North Main Street
Swainsboro, GA 30401
(478) 237-9014 Telephone
(478) 237-9017 Facsimile

168 Northwest Broad St.
Lyons, GA 30436
(912) 526-9405 Telephone
(912) 526-9407 Facsimile

Brandi D. Payne
Circuit Public Defender

Chad Pritchett
Assistant Public Defender

Tobe Karrh
Chief Assistant Public Defender

TO: COUNTY COMMISSIONERS OF THE MIDDLE JUDICIAL CIRCUIT

FROM: BRANDI PAYNE

DATE: February 25, 2022

RE: Public Defender FY2023 Budget

Dear County Commissioners:

Attached please find the proposed FY2023 budget for the Public Defender's Office. As you can see there is a significant increase request for the operation of the offices. This includes:

- An increase in rent to \$1,700.00 per month. I have been paying this amount for two years, however it has never been reflected in the budget because I was paying the additional \$1,000.00 out of roll over funds. Since those excess funds are no longer available I now need to increase the actual budget.
- An increase in the contractor fees for Juvenile Court by \$1,000.00 per month. This has been an ongoing expense, but was not accounted for in the actual budget because I had been using roll over funds to pay this. Since those excess funds are no longer available I now need to increase the actual budget.
- A request of \$10,000.00 for transcripts. This is a new expense. Previously all transcripts we requested came from the Court's budget. However, the Court is no longer going to pay for transcripts not required by statute.
- A \$10,000.00 increase in the salary of one of the APD positions. This increase can be found in the APD (Prince) line item. Mrs. Prince left the Public Defender's Office to go into private practice so this position is now vacant. Due to her departure, I only have two full time Assistant Public Defenders. This position has been vacant for several months, with no applicants, and in an attempt to make it more competitive I am asking for a salary increase.

The total increase over FY2022 is \$32,588.67.

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2022 - June 30, 2023

STATE FUNDED - Public Defender and Assistants									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total		
Chief Public Defender (Payne)	1	\$ 107,636.64	\$ 8,234.20	\$ 26,533.96	\$ 32,779.66	\$ 31.00	\$ 175,235.46		
APD (Karth)	1	\$ 71,363.28	\$ 5,459.29	\$ 17,605.32	\$ 21,732.97	\$ 31.00	\$ 116,191.87		
APD (Pritchett)	1	\$ 74,250.00	\$ 5,680.13	\$ 18,317.48	\$ 22,612.10	\$ 31.00	\$ 120,890.70		
TOTAL:	3	\$ 253,249.92	\$ 19,373.62	\$ 62,476.76	\$ 77,124.73	\$ 93.00	\$ 412,318.02		

STATE FUNDED - Public Defender Administrative									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total		
Investigator (Fagler)	1	\$ 51,500.00	\$ 3,939.75	\$ 12,705.05	\$ 15,683.81	\$ 31.00	\$ 83,859.61		
Administrative Staff (Corley)	1	\$ 58,680.72	\$ 4,489.08	\$ 14,476.53	\$ 17,870.63	\$ 31.00	\$ 95,547.96		
Administrative Staff (Shepard)	1	\$ 33,425.28	\$ 2,557.03	\$ 8,246.02	\$ 10,179.33	\$ 31.00	\$ 54,438.67		
TOTAL:	3	\$ 143,606.00	\$ 10,985.86	\$ 35,427.60	\$ 43,733.77	\$ 93.00	\$ 233,846.23		

COUNTY FUNDED - Public Defender and Assistants									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total		
APD (Karth)	1	\$ 5,001.84	\$ 382.64	\$ 1,233.95	\$ 1,523.26	\$ -	\$ 8,141.70		
APD (Prince)	1	\$ 60,000.00	\$ 4,590.00	\$ 14,802.00	\$ 18,272.40	\$ 31.00	\$ 97,695.40		
APD (Nelson)	1	\$ 85,200.00	\$ -	\$ -	\$ -	\$ -	\$ 85,200.00		
TOTAL:	3	\$ 150,201.84	\$ 4,972.64	\$ 16,035.95	\$ 19,795.66	\$ 31.00	\$ 191,037.10		

COUNTY FUNDED - Public Defender Administrative									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 24.67% of Salary	Health Insurance 30.454%	Unemployment \$31 per Position	Total		
Investigator (Coxwell)	1	\$ 51,000.00	\$ 3,901.50	\$ 12,581.70	\$ 15,531.54	\$ 31.00	\$ 83,045.74		
Investigator (Fagler)	1	\$ 6,501.84	\$ 497.39	\$ 1,604.00	\$ 1,980.07	\$ -	\$ 10,583.31		
Advocate (Shurling)	1	\$ 47,000.00	\$ 3,595.50	\$ 11,594.90	\$ 14,313.38	\$ -	\$ 76,503.78		
TOTAL:	3	\$ 104,501.84	\$ 7,994.39	\$ 25,780.60	\$ 31,824.99	\$ 31.00	\$ 170,132.83		

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2022 - June 30, 2023

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Office Rent	*	\$ 1,700.00	\$ 20,400.00
Operational Expenses	*	\$ 6,500.00	\$ 78,000.00
Transcripts	*	\$ 833.33	\$ 10,000.00
TOTAL:		\$ 8,200.00	\$ 98,400.00

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 412,318.02	\$ 191,037.10
Public Defender Administrative	*	\$ 233,846.23	\$ 170,132.83
5% Administrative Fee	*	-	\$ 18,058.50
Travel	*	\$ 15,000.00	-
Expert Witness	*	\$ 7,000.00	-
Office Expenditures	*	-	\$ 98,400.00
Supplemental Pay	*	-	\$ 10,000.00
5% Administrative Fee	*	-	\$ 5,420.00
TOTAL:		\$ 668,164.26	\$ 493,048.42

BREAKDOWN BY COUNTY			
		Annual	Monthly
Candler	11.12%	\$ 54,826.98	\$ 4,568.92
Emanuel	22.84%	\$ 112,612.26	\$ 9,384.35
Jefferson	17.11%	\$ 84,360.58	\$ 7,030.05
Toombs	27.52%	\$ 135,686.92	\$ 11,307.24
Washington	21.41%	\$ 105,561.67	\$ 8,796.81
CIRCUIT WIDE TOTAL:	100.00%	\$ 493,048.42	\$ 41,087.37

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Candler	11.12%	\$ 42,170.20	\$ 3,514.18
Emanuel	22.84%	\$ 86,615.77	\$ 7,217.98
Jefferson	17.11%	\$ 64,885.98	\$ 5,407.17
Toombs	27.52%	\$ 104,363.66	\$ 8,696.97
Washington	21.41%	\$ 81,192.80	\$ 6,766.07
CIRCUIT WIDE TOTAL:	100.00%	\$ 379,228.42	\$ 31,602.37

BREAKDOWN BY COUNTY (Operating)			
		Annual	Monthly
Candler	11.12%	\$ 12,656.78	\$ 1,054.73
Emanuel	22.84%	\$ 25,996.49	\$ 2,166.37
Jefferson	17.11%	\$ 19,474.60	\$ 1,622.88
Toombs	27.52%	\$ 31,323.26	\$ 2,610.27
Washington	21.41%	\$ 24,368.86	\$ 2,030.74
CIRCUIT WIDE TOTAL:	100.00%	\$ 113,820.00	\$ 9,485.00

**FAMILY CONNECTION FY 2023 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 2023 Family Connection contract (July 1, 2022 to June 30, 2023) 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 contact Linda Lunsford, lunsford@gafcp.org)
 - a. That your organization's name and legal address are correct on Page 1
 - 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 on Page 1.
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. 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 FY2023.
 - 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 2023 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: (hereinafter the "Contractor") Candler County Board of Commissioners	Contractor's Address: 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: \$52,500.00 Federal: \$0.00 State: \$52,500.00 Match: \$0.00 Other: \$0.00

Contract Term:

Contract Start Date: July 1, 2022

Contract Expiration Date: June 30, 2023

Contract Fiscal Year: FY 2023

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 #: 404-739-0057
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: Bryan Aasheim, County Manager
1075 E Hiawatha St.
Metter, GA 30439-0046
912-685-2835
baasheim@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 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 \$52,500.00. 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 \$52,500.00.

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

Contractor understands that according to the provisions of this Contract and as described in the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments, to terminate this Contract, to require a refund of all monies received under this Contract and to prohibit the Contractor from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS or the Georgia Department of Audits and Accounts

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 2023
Annex A - Part 4	FY 2023 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2023
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2023 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, 2022

***Date signed by Contractor

Glyn Thrift

*Typed name of individual signing

Chairman, Commission of
Candler County

DATE: June 7, 2022

Signature

Maranda Kellie Lank

Typed name of individual signing

Clerk

**Title

DEPARTMENTAL EXECUTION:

Department of Human Services

Candice L. Broce
Commissioner

Date signed by the Department

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

**Family Connection
CONTRACT COVER PAGE**

FY 2023 Annual Plan
(July 01, 2022 - June 30, 2023)

County: Candler

Region: Region 9

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: 912 685 4688
Email: Irigdon03@gmail.com	Email: dallen@qnbtrust.com

Candler County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000793

Federal Identification Number of Fiscal Agent
(Required)

June 30

Fiscal Agent's Fiscal Year End
Month & Day

\$52500

Fiscal Agent Information**County: Candler**

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, 2022 - June 30, 2023.

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.

Reports are to be submitted to: Contract Manager
Family Connection Partnership
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422

**THIS PAGE IS PROVIDED
FOR INFORMATIONAL USE ONLY.**

Person authorized to sign for Fiscal Agent:

Name: Bryan Aasheim

Title: County Manager

Contract will be emailed to:

Name: Bryan Aasheim

Email: baasheim@candlerco-ga.gov

Fiscal Agent Information

Fiscal Agent's Fiscal Year End:

Month: June Day: 30

Fiscal Agent's FEI#: 58-6000793

Legal Name of Fiscal Agent Entity:

Candler County Board of Commissioners

Street Address (cannot be a P.O. Box):

1075 E Hiawatha St.,

City, State, 9 digit zip code:

Metter, GA, 30439-0046

Telephone: 912-685-2835

Fax:

Fiscal Agent Contact Person:

Name: Bryan Aasheim

Title: County Manager

Telephone: 912-685-2835

Fax:

Email: baasheim@candlerco-ga.gov

Mailing Address if different from street address:

1075 E Hiawatha St.,

Metter, GA, 30439-0046

Family Connection PLAN SUMMARY for FY 2023

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

Children, birth through 4, enrolled in the WIC program [HC3]

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

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

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

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]

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 FY23

County: Candler

Expense Type	Family Connection Budget Allocation	Description of Expenses	
Personal Services	\$0	Position Title	Cost
Regular Operating	\$700	List of expenses	Total Cost
		Workman's Comp Ins	\$700.00
Travel	\$0	List of expenses	Total Cost
			\$0.00
Equipment	\$0	Equipment	Cost
Per Diem, Fees & Contracts	\$51800	Legal Name of Contractor	Description of Services/Deliverables
		Lisa Rigdon	Family Connection Coordinator
			Cost
			\$51,800.00
Tele-communications	\$0	List of expenses	Total Cost
			\$0.00
Other	\$0	List of expenses	Total Cost
			\$0.00
TOTAL	\$52500		

Quarterly Expenditure Report FY23

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

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$0				
Regular Operating	\$700				
Travel (staff)	\$0				
Equipment	\$0				
Per Diem, Fees & Contracts	\$51800				
Telecom-munications	\$0				
Other:	\$0				
TOTAL	\$52,500				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.



Fiscal Agent Signature

Glyn Thrift

Print Name

Date: June 7, 2022

Collaborative Chairperson 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 Subcontractor Report FY23

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).

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 FY23

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 2023 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 2023 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: Bryan Aasheim
Candler County Board of Commissioners
County Manager
912-685-2835
baasheim@candlerco-ga.gov

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.

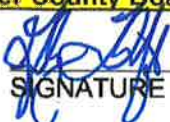
- 11. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto 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

6/7/2022

DATE

Chairman, Candler County Commissioners

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:**

- NA
- _____
- _____
- _____
- _____
- _____

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.

WJZ

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)

Candler County Family Connections Services

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 6th June, 2022 in Candler (city), GA (state).

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, 2022.

NOTARY PUBLIC

My Commission Expires:

02/26/2024

Clarified Version 1/5/2015-agb



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202____.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202 _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202 _____.

NOTARY PUBLIC

My Commission Expires:

Brian P. Kemp
Governor



Candice L. Broce
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



Exhibit J

Installation and Shredding Service Agreement

per Estimate Number: 3248

TO: Candler Board of Commissioners (Candler County)

attn: Clara Frink
1075 E Hiawatha St
Metter, GA 30439

UltraShred Technologies, Inc. is pleased to agree to provide the following Secure Destruction services to Candler Board of Commissioners (Candler County), hereafter CUSTOMER, for Scheduled Shredding Services pursuant to the Terms and Conditions in this agreement. Based on our conversations which were reflected in Estimate # 3248, UltraShred Technologies, Inc. will provide shredding for an Initial Term of 24 months, effective the date of execution of this agreement at the following locations:

Location: Candler Board of Commissioners - Courthouse Probate Office
35 SW Broad St
Metter, GA 30439

Description: 1 64 Gallon Bins

every 4 Weeks

Bins Shred ON-SITE

Amount per Shredding Visit: \$45.00

Location: Candler Board of Commissioners (Candler County) Office
1075 E Hiawatha St
Metter, GA 30439

Description: 1 64 Gallon Bins

every 4 Weeks

Bins Shred ON-SITE

Amount per Shredding Visit: \$45.00

Location: Candler County - Detention Center
1015 E Hiawatha St
Metter, GA 30439

Description: 1 64 Gallon Bins

every 4 Weeks

Bins Shred ON-SITE

Amount per Shredding Visit: \$45.00

Prices per location include appropriate service for all containers. Small quantities of extra boxes or other shredding can be destroyed during your regular service call for 15 for each extra standard size records box shredded at time of service, 20 for each extra double size box, 49 for each extra 64 gallon bin of loose papers filled and shredded or 59 for each extra 96 gallon bin. Loose computer hard drives can be destroyed for 15 per drive.

This agreement is subject to the Terms and Conditions incorporated herein. To schedule delivery of your shredding collection containers and start your recurring shredding services from UltraShred Technologies, Inc., please sign below and return the signed copy to: support@ultrashredtech.com .

PLEASE NOTE: *A Certificate of Destruction will be issued after every project. While we always attempt to provide the preferred service method, sometimes weather or other conditions require a temporary change in shredding method. Billing is per Service Call, and you will be emailed an invoice after each shredding trip unless you choose to keep a credit card on file with us. Terms are NET 30 days. We reserve the right to charge interest at 1.5%/month on all outstanding balances over 30 days. In the event this matter is referred to an attorney for collection, you agree to pay a reasonable attorneys fee of 33 1/3%. Complete Terms and Conditions are below:*

Terms and Conditions

This Agreement shall serve as the only mutually approved provisions governing the relationship and expectations of and between UltraShred Technologies, Inc. (Company) and the Customer represented and bound hereby, unless superseded by another fully executed, written contract between all parties hereto.

Description of Services. Company will provide services for the secure destruction of media or materials that are reasonably in accordance with Company's written and published representations ("Services"). Company will furnish a Certificate of Destruction upon completion of such Services to Customer. **Security Containers.** Company will provide the Customer with locking document collection containers as described herein. Said containers shall remain the property of Company and may only be used for collection of paper documents to be shredded by Company. Non-paper media such as x-rays, computer disks, hard drives, or tapes may not be placed for destruction in document collection containers and additional fees may be imposed for bins of paper contaminated with such materials. Containers will be removed by Company upon termination of this agreement. Fees will be assessed up to \$95 per container for damage beyond normal and reasonable wear and tear from normal use and/or failure of the Customer to return the container(s) to the Company within thirty (30) days of the termination of this Agreement. Containers returned that are missing keys and/or locks will incur additional fees of up to \$25 per missing or damaged item. In the event Customer defaults in the payments, or Company cancels this contract for non-payment, Customer will be responsible for a liquidated sum of \$190 per container that you retain. **Right to Rely on Instructions.** Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written or verbal notice, request, or instruction has the authority to do so. **Compliance with Contracts, Laws and Regulations.** Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Customer shall hold Company harmless in the event of any breach or violation of said laws, rules, or contractual restrictions. **Cooperation and Assistance.** Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder. **Hazardous Substances.** Customer shall NOT provide to Company for destruction any material which is considered toxic or dangerous either in shredded state or intact, or which is regulated under any federal, state, or local law or regulation relating to hazardous materials. In the event of the accidental, negligent, or intentional custodial transfer of hazardous or regulated waste, including bio-hazard and devices containing lithium-ion batteries, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at Customer's expense and further to indemnify the Company for any property damage, personal injury, or cleanup expenses resulting from such provision of hazardous substances for destruction. **Material Descriptions.** Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special pre-agreed terms and fees at the request of the Customer. **Negotiable Items.** Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travelers' checks, or coupons will be presented for destruction, and further, that in absence of such notice, Company incurs no liability related to the restitution for the value of such negotiation such instruments. **Fees and Payments.** All standard charges for Services under this Agreement are as represented in writing by this agreement or as agreed separately in writing by Company and Customer and are for all Security Containers which may be placed with Customer, regardless of fill levels or Company access to said containers. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear interest at the rate of the greater of \$10 or 10 percent (10%). In the event this matter is referred to an attorney for collection, Customer agrees to pay a reasonable attorneys fee of 33 1/3%. An Energy Fee of nine and six tenths percent (9.6%) will be added to all invoices. **Confidentiality.** "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard Customer's Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar

Security Rules as amended by the HITECH Act of the American Recovery and Reinvestment Act of 2009. In connection with this information, BA agrees that it (a) will not use or further disclose PHI other than as permitted to perform these services or as permitted or required by law; (b) will report to Customer, within a reasonable period of time, any use or disclosure of PHI or Breach or Security Incident not provided for by this Agreement and affecting Customer's PHI of which it becomes aware; (c) will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (d) will require that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement agree to all of the same restrictions and conditions to which BA is bound; (e) will make available upon Customer's request an accounting of disclosures in accordance with the Privacy Rule; (f) will make available to the Secretary of Health and Human Services upon reasonable notice the internal records and documentation necessary to determine the Customer's HIPAA compliance as it relates to this engagement; (g) will otherwise meet applicable requirements of the Privacy Rule; (h) will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it receives on behalf of the Customer. BA also will conduct its activities in accordance with reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft where reasonably applicable to BA's services.

Presentation of Claims. Customer must present in writing any claim with respect to any Service provided by Company within a reasonable time and in no case later than sixty (60) days after the occurrence of the event on which the claim is based.

Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Documents designated for destruction are not the responsibility of Company until a Company Employee takes physical custody of the materials in preparation for shredding. Customer accepts full responsibility for the security of collection containers, contents until removed by Company, and keys to supplied containers. Company's maximum liability for any and all claims arising with respect to Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns.

Termination. Either party may terminate this agreement by giving the other party at least 60 days' written notice. Early termination by the Customer without cause will result in an early termination fee of \$125.

Term/Renewal. The initial term of this agreement shall be for the term marked on the front of this agreement (the "Initial Term") commencing on the installation date. At the expiration of the Initial Term, this agreement will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other parties with notice of its intent not to renew this agreement at least sixty (60) days prior to the expiration of the then current term. Beginning with the first Renewal Term and on each succeeding Renewal Term during the course of this Agreement, the then-current price for shredding services shall be increased by an annual percentage increase of Five Percent (5%). Price increases shall be effective for all new service provided after the applicable anniversary.

Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays, failure of a positioning system or wireless or power network or the Internet, or other causes beyond its control.

Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

Invalidity. Neither this agreement nor any provision herein may be waived, amended, modified, canceled, terminated or otherwise changed or discharged by Customer. If any provision of this agreement is held void or unenforceable, it shall not affect the enforceability of any other term or condition in this agreement, and shall not void any liability of any party to this agreement.

Waiver of Breach. No breach of this agreement shall be deemed material unless the party alleging such a breach shall have given written notice of said breach to the other party, via certified mail, return receipt requested, and such other party fails to cure such breach within thirty (30) days, after receipt of said notice. Waiver of a breach of any provision of this agreement shall not be deemed or construed to be a waiver of any subsequent breach.

This agreement shall be construed in accordance with the Laws of the State of Florida, and you hereby consent that any litigation shall be brought solely and exclusively in the District or Supreme Courts of the County of Duval, State of Florida, in the United States of America.



UltraShred Technologies, Inc. is AAA Certified by NAID, the National Association for Information Destruction. All shredding and destruction performed by UltraShred Technologies, Inc. is in full compliance with NAID AAA Certification standards unless otherwise noted.

Agreed on this date of 5/19/2022

Please Sign Here

A handwritten signature in black ink, appearing to read 'Meier'.

Margaret Meier, CSDS

President

UltraShred Technologies, Inc.

Signature

A handwritten signature in blue ink, appearing to read 'Bryan Aasheim'.

Print Name

Bryan Aasheim

for

Candler County BOC

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

A RESOLUTION AMENDING THE COUNTY BUDGET FOR THE FISCAL YEAR 2022

On this day, the 6th day of June 2022, the Candler County Board of Commissioners, having met for the purpose of discussing and passing a resolution, amending the County budget for the 2022 fiscal year do resolve that:

Whereas, the Board of Commissioners in the Budget Resolution for Fiscal Year 2022 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 FY2022 budget;

For the fiscal year 2022 the budget is hereby amended as follows:

Fund 100 – General Fund

Legislative (1100)

- 100-1100-51-1100 Regular Employees – increase by \$800 for educational stipend at ACCG program completion;

Elections (1400)

- 100-1400-52-2207 Service Contracts – increase by \$6,500 for Dominion Voting election support contract;

Administration (1510)

- 100-1510-52-1102 Regional Commission Plan Services – increase by \$15,000 for comprehensive planning contract;
- 100-1510-52-3300 Advertising – increase by \$1,000 for Georgia Trend advertisement;

Public Buildings (1565)

- 100-1565-52-2131 Public Buildings – Lawn Care – increase by \$3,800 for lawn care services for county buildings;

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

Superior Court (2150)

- 100-2150-52-3604 Jurors & Witnesses – increase by \$1,500 for costs associated with notification and subpoena of jurors for jury trials;
- 100-2150-54-2201 Capital Purchase – increase by \$3,731.58 for purchase of hearing-impaired assistance equipment for the Superior Court to be reimbursed by the Law Library

Probate Court (2450)

- 100-2450-52-1303 Computer Service – increase by \$3,000.00 for costs associated with ICON software;
- 100-2450-52-1203 Professional Other – decrease by \$3,000.00 to offset incorrect original budget entry;

Sheriff (3300)

- 100-3300-51-2700 Workers Compensation – increase by \$16,600 for expenditures associated with worker's compensation for the Sheriff's Office;
- 100-3300-52-2204 Equipment Repair – increase by \$11,000 for increased costs for equipment repair;
- 100-3300-53-1270 Gas & Diesel – increase by \$10,000 for increased fuel costs;

Emergency Medical Services/EMS (3600)

- 100-3600-53-1111 Medical Supplies – increase by \$12,000 for increased costs to medical supplies;
- 100-3600-53-1270 Gas & Diesel – increase by \$12,000 for increase in fuel costs

Emergency Management Agency (3920)

- 100-3920-52-3905 Miscellaneous – increase by \$7,328.00 for expenditures associated with the 2021 EMPG funding

Solid Waste (4530)

- 100-4530-58-2004 C&D Landfill Closure – decrease by \$80,000 to remove placeholder budget item for transfer to the Landfill Closure Reserve account

Code Enforcement (7450)

- 100-7450-51-1100 Regular Employees – increase by \$10,000.08
- 100-7450-51-2200 Social Security FICA – increase by \$764.88
- 100-7450-51-2700 Workers Compensation – increase by \$239.27

All changes to Code Enforcement to offset expenditures attributed to the General Fund and reimbursed to revenue via the Special Service District

250 – Local Maintenance and Improvement Grant (LMIG)

**RESOLUTION BY THE
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- 250-4200-54-1408 Infrastructure 2021 LMIG increase by \$405,287.25 for 2021 LMIG grant funding and expenditures for paving N. Portal Hwy
- 250-4200-54-1409 Infrastructure 2021 LMIG SAP increase by \$120,513.50 for supplemental safety grant 2021 LMIG for striping, signs and rpms for Rosemary Church Rd.

285 – Jail/Inmate Account

- 285-3326-52-2201 Building Repair & Maintenance – increase by \$7,524.96
- 285-3326-52-3205 Fire/Burglar Alarm – increase by \$7,520.00
- 285-3326-53-1101 Office Supplies – increase by \$3,822.29
- 285-3326-54-2000 Machinery & Equipment – increase by \$45.59

335 – Transportation Infrastructure Act (TIA)

- 335-4968-54-1400 Misc TIA Discretionary – Road increase by \$12,576.15 for paving the unincorporated portion of Lillian St.
- 335-4968-52-1204 Engineering – increase by \$95,000 for engineering costs associated with various LMIG and TIA road projects;
- 335-4968-54-1403 2020 LMIG 10% Match – increase by \$67,007.63 to reimburse the LMIG fund for expenditures related to the 2020 LMIG which were paid from TIA discretionary funds in error;
- 335-4968-54-1404 2019 LMIG SAP 10% Match – increase by \$13,843.10 for costs associated with the completion of the 2019 LMIG SAP project (Speed Limit Signage, Striping);
- 335-4968-54-1406 2021 LMIG 10% Match – increase by \$38,167.12 for expenditures associated with the 2021 LMIG Portal Hwy resurfacing project;
- 335-4968-54-1407 2021 LMIG SAP 10% Match – increase by \$10,720.48 for expenditures associated with the 2021 LMIG SAP Rosemary Church Rd safety striping project;
- 335-4968-54-1408 2022 LMIG 10% Match – increase by \$8,900 for expenditures associated with the 2022 LMIG S. Portal Hwy resurfacing project;

321 – 2018 SPLOST

Information Technology (1535)

- 321-1535-54-2301 IT Capital Projects – increase by \$42,005.91 for the purchase of multifunction printer/copier machines;
- 321-1535-54-2400 IT Capital Projects – increase by \$10,000 for data center capital improvements;

Tax Assessor (1550)

**RESOLUTION BY THE
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- 321-1550-54-2301 County General Admin Capital – increase by \$4,500 for miscellaneous capital expenditures for FF&E

Public Buildings (1565)

- 321-1565-54-1004 Public Buildings Tax Commissioner Office – increase by \$26,125 for improvements to the building including an exit doorway and partition wall;
- 321-1565-54-1002 Public Buildings Courthouse – increase by \$10,000 for contingency funding for change orders on the courthouse renovation project;

Clerk of Court (2180)

- 321-2180-54-2501 Clerk Capital Projects – increase by \$5,100 for the purchase of a plat records cabinet, hangers and envelopes

Sheriff (3300)

- 321-3300-54-2400 Public Safety Radios – increase by \$4,355.53 for increase in annual radio upgrade costs;
- 321-3300-54-2200 Sheriff Capital Projects (Vehicles) – increase by \$60,000 for the purchase of one vehicle with equipment (asset #9790);
- 321-3300-54-2200 Sheriff Capital Projects (Vehicles) – increase by \$3,866.72 for purchase of equipment for asset #5762;
- 321-3300-54-2101 Sheriff Capital Projects (Vehicles) – increase by \$9,000 for purchase of HVAC system for the Sheriff's office;

Recreation Department (7460)

- 321-7460-54-1204 Recreation Dept. Capital Projects – increase by \$22,415 for repairs to roofing structures;
- 321-7460-54-1201 Recreation Dept. Capital Projects – increase by \$46,100 for fencing of fields 1-3;
- 321-7460-54-1203 Recreation Dept. Capital Projects – increase by \$8,000 for baseball safety netting

270 – Special Services District

- 270-9000-57-1012 Airport Authority – Special Appropriation – increase by \$42,288.37 for support of Metter-Candler Airport operations;
- 270-9000-54-1031 Fire Capital Stipend – increase by \$36,620 for payment to the City of Metter for an annual fire payment

230 – American Rescue Plan Act (ARPA)

Administration (1510)

- 230-1510-51-1100 Regular Employees – increase by \$86,658.25 for premium pay for COVID-19 activities by critical personnel;

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Sheriff (3300)

- 230-3300-54-2200 Sheriff Capital Projects (Vehicle) – increase by \$60,000 for the purchase of one vehicle and equipment;

Emergency Medical Services/EMS (3600)

- 230-3600-53-1600 EMS Capital Project – increase by \$15,735.00 for the purchase of one LUCAS device;
- 230-3600-53-1601 EMS Capital Project – increase by \$33,899.00 for the purchase of one PowerPro XT cot and powerload system;
- 230-3600-53-1602 EMS Capital Project – increase by \$12,862.00 for the purchase of four (4) Stryker Stair Chairs;
- 230-3600-53-1603 EMS Capital Project – increase by \$41,466.00 for the purchase of three (3) Zoll zVents;
- 230-3600-53-1604 EMS Capital Project – increase by \$49,280.92 for the purchase of two (2) Stryker LifePak Cardiac monitors;
- 230-3600-53-1605 EMS Capital Project – increase by \$7,000.00 for installation of two (2) UV light decontamination systems;
- 230-3600-53-1606 EMS Capital Project – increase by \$30,958.57 for the purchase of miscellaneous equipment to offset the FY22 HRSA ARP Rural Payment EMS Grant;
- 230-3600-54-2201 – EMS Capital Projects – increase by \$33,952.76 for the purchase of one Ford F150 for use as an EMS command / rescue vehicle;

Roads & Bridges (4200)

- 230-4200-53-1106 Roads Capital Projects – increase by \$4,344 for approved stormwater management projects at Findley Rd and Hardiman Rd

Glyn Thrift, Chairman
Candler County Board of Commissioners

Kellie Lank, County Clerk