

Candler County Board of Commissioners
February 20, 2023
5:00 p.m.

The following is a summary of the subjects acted on during the Monday, February 20, 2023 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 and Commissioners Gregory Thomas, David Robinson and Blake Hendrix were in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank and County Attorney Kendall Gross. The Metter Advertiser was notified of the meeting, Jerri Goodman attended.

Guests attending this meeting included: Rhonda Hendrix and Dennis Allen.

1. Call to Order

Chairman Thrift called the meeting to order at 5:07 p.m.

2. Invocation and *Pledge of Allegiance* –

Commissioner Thomas delivered the invocation and Chairman Thrift led the *Pledge of Allegiance*.

3. Approval of Agenda

Administrator Aasheim requested the following changes be made to the agenda prior to approval.

Move 8.f. to 4. a. Consideration of a request from Family Connection for Candler County to serve as the Fiscal Agent for a grant to support Family Resource Centers funded by the DFCS Office of Prevention and Family Support

Change 8.g. to 8. f. Consideration of a request from the County Administrator for authorization for an intergovernmental transfer of \$5,612.65 to the Georgia Department of Community Health in order to receive a Ground Ambulance UPL payment of \$20,203.91

Vice-Chairman Jones made a motion to amend the agenda as requested. Commissioner Robinson provided a second. The motion carried 5-0.

Commissioner Hendrix entered the meeting at 5:14 pm

4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*

a. Consideration of a request from Family Connection for Candler County to serve as the Fiscal Agent for a grant to support Family Resource Centers funded by the DFCS Office of Prevention and Family Support

Rhonda Hendrix brought before the Board the FY2024 budget and spoke of the benefits this grant can further expand the programs provided to Candler County.

Commissioner Thomas made a motion to approve a request from Family Connection for Candler County to serve as the Fiscal Agent for a grant to support Family Resource Centers funded by the DFCS Office of Prevention and Family Support. Vice-Chairman Jones provided a second. The motion carried 4-0, with Commissioner Hendrix abstaining. (Exhibit A)

5. Application for Commission approval, permit or variance –

6. Approval of Minutes – February 6, 2023 2nd Regular Meeting

Commissioner Robinson made a motion to amend the minutes with a correction to page five, line two hundred twenty-one. The amendment changes “Coll” to “Cool” in Cool Spring Church Road. Vice-Chairman Jones provided a second. The motion carried 5-0.

Commissioner Robinson made a motion to approve the February 6, 2023 2nd Regular Meeting minutes subject to the amendment. Commissioner Thomas provided a second. The motion carried 5-0

7. Old Business

8. Candler County Zoning Ordinance

Administrator Aasheim gave an update on the Candler County Zoning Ordinance. With no discussion from the Commission, he then requested the Zoning Ordinance be tabled to the next scheduled meeting.

Vice-Chairman Jones made a motion to table the Candler County Zoning Ordinance until the next scheduled meeting. Commissioner Robinson provided a second. The motion carried 5-0.

9. New Business

a. Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a County appointment to the Region 5 Advisory Council

Administrator Aasheim stated the need to contact a person of interest to serve on this board. However, he requested this item be tabled to provide him time to contact the person.

Vice-Chairman Jones made a motion to table the Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a County appointment to the Region 5 Advisory Council. Commissioner Robinson provided a second. The motion carried 5-0.

b. Consideration of an agreement with Judicial Alternatives of Georgia, Inc. and Candler County for probation related services

Administrator Aasheim presented a proposed agreement signed by Judge Robert Reeves, with the Judicial Alternatives of Georgia, Inc. and Candler County for probation related services for the Superior Court. Administrator Aasheim explained that the County currently has an agreement similar to this for State Court and occasionally probationary services are needed for Superior Court. Attorney Gross stated this is correct. Administrator Aasheim recommended entering into the agreement with Judicial Alternatives of Georgia, Inc. for this service.

Commissioner Hendrix made a motion to approve the agreement with Judicial Alternatives of Georgia, Inc. and Candler County for probation related services. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit B)

- c. **Consideration of a request from the County Administrator to close the 2018 SPLOST Hosp 20% Queensborough bank account (#3536) due to the retirement of the hospital debt**

Administrator Aasheim requested the Commission move to close the 2018 SPLOST Hospital 20% Queensborough bank account ending in #3536 due to the retirement of the hospital debt.

Commissioner Thomas made a motion to approve the request from the County Administrator to close the 2018 SPLOST Hosp 20% Queensborough bank account (#3536) due to the retirement of the hospital debt. Vice-Chairman Jones provided a second. The motion carried 5-0.

- d. **Consideration of a request from the County Administrator to transfer \$759,761.33 from the general fund account to the general fund contingency account**

Administrator Aasheim requested the Commission consider approving the transfer of \$759,761.33 from the General Account (7600) to the General Fund Contingency Account (9591).

Commissioner Robinson made a motion to approve a transfer of \$759,761.33 from the general fund account to the general fund contingency account. Commissioner Thomas provided a second. The motion carried 5-0.

- e. **Consideration of a request from the County Administrator to invest \$1M from the general fund contingency account in short term CD or treasury investments and authorization to execute the required documents for the investment**

Administrator Aasheim requested the Commission approve a request to invest \$1,000,000.00 from the General Fund Contingency account (9591) in a short term CD or treasury investments and authorization to execute the required documents for the investment.

Vice-Chairman Jones made a motion to approve a request from the County Administrator to invest \$1M from the general fund contingency account in short term CD or treasury investments and authorization to execute the required documents for the investment. Commissioner Hendrix provided a second. The motion carried 5-0.

- f. **Consideration of a request from the County Administrator for authorization for an intergovernmental transfer of \$5,612.65 to the Georgia Department of Community Health in order to receive a Ground Ambulance UPL payment of \$20,203.91**

Administrator Aasheim requested the Commission consider a request to authorize an intergovernmental transfer in the amount of \$5,612.65 to the Georgia Department of Community Health in order to receive a payment under the Ground Ambulance UPL program of \$20,203.91.

Commissioner Robinson made a motion to approve a request from the County Administrator for authorization for an intergovernmental transfer of \$5,612.65 to the Georgia Department of Community Health. Vice-Chairman Jones provided a second. The motion carried 5-0. (Exhibit C)

10. Report from Chairman

Chairman Thrift had nothing to report.

11. Report from County Administrator

- Administrator Aasheim spoke of the 2023 Legislative Bills
- Email sent regarding Hospital 1 Mil referendum
- Zoom meeting with investment banker from Atlanta tomorrow at 10:00 am regarding bond financing options
- Requested EMS Personnel approval for part-time employees. Attorney Gross recommended the Commission authorize Administrator Aasheim to hire EMS personnel subject to the Commission's disapproval and the Commission would not have to come back to ratify.

Commissioner Robinson made a motion to amend the personnel policy to allow county administrator, Bryan Aasheim, to have the authority to hire part-time and full-time EMS personnel. Vice-Chairman Jones provided a second.

County Attorney Gross recommended this be added as a regular line item under new business in the next Commission meeting considering this item was not part of the approved agenda. Commissioner Robinson and Vice-Chairman Jones rescinded their motion and second.

County Administrator request for confirmation of recommendation to hire EMS personnel

Administrator Aasheim then requested a motion to authorize the EMS Director, Joseph Reynolds, to hire Thomas Hanner, Jr. as a full-time Paramedic; Jeff Peebles as a part-time Paramedic; and, Jill Bailey as a part-time Advanced EMT.

Commissioner Thomas made a motion to authorize the EMS Director, Joseph Reynolds, to hire Thomas Hanner, Jr. as a full-time Paramedic; Jeff Peebles as a part-time Paramedic; and, Jill Bailey as a part-time Advanced EMT. Commissioner Hendrix provided a second. The motion carried 5-0.

- The City of Metter voted to hire an assistant City Manager

12. Report from Attorney

Attorney Gross had nothing to report.

13. Reports from the Commissioners

Commissioner Thomas representing Commission District 1, had nothing to report.

Vice-Chairman Jones representing Commission District 2, requested Administrator Aasheim obtain a measurement report of paving from the City on Hiawatha. Vice-Chairman Jones then requested if the City has moved forward with the Splash Pad. Mrs. Goodman stated the project is to begin March 1, 2023.

Commissioner Robinson representing Commission District 3, stated he had four sheep and a grandson born this weekend. Commissioner Robinson then stated there is a resident on his road that has planted pine trees in the right-of-way.

Commissioner Hendrix representing Commissioner District 4, stated Joe Deal reported there is dirt piling up on the side of the road blocking water flow into the ditch.

14. Executive Session

No executive session was needed in this meeting.

15. Adjournment

Commissioner Thomas moved to adjourn the meeting at 6:01 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

A handwritten signature in blue ink, reading "Maramba K. Lank".

Kellie Lank, County Clerk

AGENDA
REGULAR MEETING
5:00 P.M.
February 20, 2023

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Consideration of a request from Family Connection for Candler County to serve as the Fiscal Agent for a grant to support Family Resource Centers funded by the DFCS Office of Prevention and Family Support
5. Application for Commission approval, permit or variance –
6. Approval of Minutes –February 6, 2023 1st Regular Meeting
7. Old Business
 - a. Candler County Zoning Ordinance
8. New Business
 - a. Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council
 - b. Consideration of an agreement with Judicial Alternatives of Georgia, Inc. and Candler County for probation related services
 - c. Consideration of a request from the County Administrator to close the 2018 SPLOST Hosp 20% Queensborough bank account (#3536) due to the retirement of the hospital debt
 - d. Consideration of a request from the County Administrator to transfer \$759,761.33 from the general fund account to the general fund contingency account
 - e. Consideration of a request from the County Administrator to invest \$1M from the general fund contingency account in short term CD or treasury investments and authorization to execute the required documents for the investment
 - f. Consideration of a request from the County Administrator for authorization for an intergovernmental transfer of \$5,612.65 to the Georgia Department of Community Health in order to receive a Ground Ambulance UPL payment of \$20,203.91
9. Report from Chairman
10. Report from County Administrator
11. Report from Attorney
12. Reports from Commissioners
13. Executive Session
14. Adjournment

Exhibit A



Application for Family Resource Centers Overview & Requirements Georgia Family Connection Partnership (GaFCP) Funded by DFCS Office of Prevention and Family Support

GaFCP, in partnership with the DFCS Office of Prevention and Family Support is engaging in support to build capacity and enhance services in Family Resource Centers (FRC) in select counties. Family Resource Centers are defined by these criteria:

- Place-based: Welcoming, family friendly hubs located or co-located within a school or another organization in a community.
- Population-based: Serving specific demographic or target groups.
- Information, resources, and referrals: Families have access to:
 - Information describing community resources available.
 - Concrete supports such as food pantries, clothing closets and diaper banks
 - Links to additional supports and services in the community
- Direct supports and services: Provided by staff or partners and may include such services as parent/caregiver education and support programs, life skills, screenings, assessments, case management and formal services for families, caregivers, children, and youth.
- Community building and civic engagement activities: Host/co-host events and programs such as community celebrations and fairs, parent leadership program, voter registration, advocacy, and advocacy training
- Family-focused: Activities, programs, and events that are intentionally directed towards families (parents, caregivers, multigenerational, children and youth)

Award amounts vary; participating counties will receive guidance on their maximum request amount. For each participating county, no more than 25% of funds may be spent on infrastructure, including building improvements, furniture, and equipment, including a cap of \$1,000 on equipment. Counties will be expected to be actively engaged in managing an FRC and the proposed activities will improve quality of services, expand evidence-based programs, ensure an equity focus, and prioritize work on primary prevention activities.

Participating Collaboratives will receive half of their award upon receipt of signed agreements, and the remaining amount upon approval of a midterm report in Year I. To ensure compliance with federal audit requirements, the agency receiving funding must be the same organization under contract to manage Family Connection state funds.

All grantee Requirements are included in the MOU. These include:



1. The Fiscal Agent managing these funds must be the same as the one that manages the GaFCP grant for the Family Connection Collaborative.
2. All invoices must be retained and available upon request.
3. Any individual involved in any strategy activity who is providing a direct service or coming in contact with children, must have completed a criminal background check.

Completed application must be received by February 20, 5 p.m. and should be submitted via CLIX

HOW TO APPLY

The application process will be managed via the CLIX platform; invited counties will receive a separate email from CLIX with a link to the application. Please use this link to access the application, ensuring that CLIX is closed prior to opening the link. The application consists of a project title, request amount, three required narrative questions and one optional question, as well as a budget narrative and an itemized budget.

Narrative questions should be answered as follows:

1. **Please describe your existing strategy and current activities to address this work in your county.** *(This section should provide an overview of the FRC current programs and activities and how the collaborative is currently involved.)*
2. **How will these new funds enhance or expand your existing strategy and activities?** *(This section should describe how you intend to use project funds - ensuring activities include best and promising practices, expand services to the community, and address how you will work to ensure equity.)*
3. **Please describe your partners, including your lead partner where applicable, and how each partner will contribute to the success of your project.** *(Please answer this question as written. Where applicable, please include pending partnerships.)*
4. **(Optional) Any additional information?** *(Please provide any additional information that would be helpful in evaluating your application).*

Please note questions about budget narrative, itemized budget, and other funding sources (yes/no) are also required.

The budget narrative should provide a justification for your budget that describes how each line item is estimated, how the item supports the work, why items are necessary, and any notes or additional information to add context to the budget.

The itemized budget should include all expenses applied to the funding and a total amount for each budget item. The application includes instructions for each of these sections.



APPLICATION REVIEW & APPROVAL

Following submission, a team will review applications, and may contact the primary application contact for questions or clarification. Upon application approval, the primary contact will receive a Letter of Agreement and Memorandum of Understanding via the CLIX platform. These documents need to be signed and uploaded via CLIX.

PARTICIPATION REQUIREMENTS

In addition to financial investment, GaFCP will provide technical assistance in strategy development, implementation, and evaluation, as well as support to communication and sustain efforts. Participants will be required to:

- ensure any individual involved in any strategy activity who is providing a direct service or coming in contact with children, has completed a criminal background check;
- work with GaFCP technical assistance providers to engage partners in a strategy team, and as appropriate identify a lead agency partner as Strategy Team Chair;
- hold regularly scheduled strategy team meetings with at least two partners and county coordinator to plan and discuss the implementation and evaluation of the FRC at least quarterly;
- engage GaFCP technical assistance providers in strategy team meetings as needed;
- maintain contact with GaFCP evaluator;
- provide data and documentation as determined appropriate by the evaluation and/or project funder requirements and respond to all requests for documentation in a timely manner;
- participate in the DFCS PCS FRC evaluation system as specified by the GaFCP evaluation TA providers;
- participate in a minimum of three meetings with other Collaboratives in the FRC cohort;
- work with GaFCP technical assistance providers to enhance, expand, and ensure quality and best and promising practices are implemented in the FRC;
- incorporate and document an explicit focus on ensuring equity in FRC program implementation;
- where applicable and appropriate, develop strategy-level work plan and a logic model to guide the work;
- retain records and other documentation at least three years after submission of the final report; and
- complete all required reporting in a timely manner.

If you have questions about the content of your application please contact Rebekah Hudgins, at 404-550-7125, rhudgins@anthroeval.org. If you have submission questions, please contact Akia Lewis at akia@gafcp.org. For questions related to CLIX, please email the CLIX inbox (clix@gafcp.org).



GEORGIA
family connection
PARTNERSHIP

Application Summary Sheet

Amount Requested: \$75,000
Collaborative Name: Candler County Family Connection
County: Candler
Coordinator Name and Title: Lisa Brown Rigdon Coordinator
Chairperson Name and Affiliation: Dennis D. Allen Chair Candler Co. Family Connection
Contact Person for Project if not Coordinator. Give title. Kathy Martin- co chair
Contact Address, Phone, Fax, and Email: P O Box 66 , Metter, GA 30439 912-362-0198 Fax 912-685-7518 lrigdon03@gmail.com
Name of Fiscal Agent: (legal name of entity): Candler County Commissioners

I approve submission of this budget request.



Signature in blue ink

Bryan Aasheim

Print Name

Official Fiscal Agent Representative

2-21-2023

Date:

Signature in blue ink

Print Name

Collaborative Chair

Date:



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 114 East Johnson Street, Dublin, Georgia hereinafter called "Contractor and the **Candler County Superior Court**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU.

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 100 probationers per probation officer for intensive supervision. Probation Officers shall make 1 office contact per month. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the probate sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$40.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$50.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on **February 1, 2023** and shall continue until **January 31, 2028** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least \$1 million. This insurance must be maintained at all times while providing services.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc.** for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Candler County Superior Court**. Contractor shall indemnify and hold harmless the Court and **Candler County**, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc.** or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of **Candler County Superior Court** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and **Candler County, Georgia** from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or **Candler County, Georgia** to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Candler County Superior Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by **Candler County, Georgia** or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
114 East Johnson Street
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

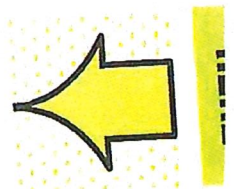
IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 15th DAY OF Feb, 2023.

PROBATION SERVICES CONTRACTOR:

By: [Signature]
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: [Signature]
Name: Bryan Aasheim
Title: County Administrator
Candler County, Georgia

By: [Signature]
Chief Judge: Robert S. Reeves
Court: Candler County Superior Court, Georgia



Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by **Candler County, Georgia** or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
114 East Johnson Street
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 15th DAY OF Feb, 2023.

PROBATION SERVICES CONTRACTOR:

By: 

Name: Kenneth Kight

Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: _____

Name: _____

Title: _____

Candler County, Georgia

By: 

Chief Judge: Robert S. Reeves

Court: Candler County Superior Court, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 \$25.00 per screen (URINALYSIS) (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$150.00 (8 hour course)



GEORGIA DEPARTMENT
OF COMMUNITY HEALTH

Exhibit C

Brian P. Kemp, Governor

Caylee Noggle, Commissioner

2 Peachtree Street, NW | Atlanta, GA 30303-3159 | 404-656-4507 | www.dch.georgia.gov

Date: February 15, 2023
To: Chief Executive Officer/Chief Financial Officer
From: Kim S. Morris, Director of Reimbursement
Office of Reimbursement
Subject: State Fiscal Year 2023 Upper Payment Limit (UPL) Ground Ambulance Payments (Claim Period Covered:
January 1, 2022 – December 31, 2022)

003211828A CANDLER COUNTY BOARD OF COMMISSIONERS

BY ELECTRONIC MAIL

The Department of Community Health (“DCH”) is pleased to issue this notification concerning your entity’s participation in Ground Ambulance UPL program, a program to increase funding of critical services for the Medicaid population. DCH received approval from the Centers for Medicare and Medicaid Services (CMS) to issue supplemental payments up to the average commercial rate to eligible state and non-state ground ambulance providers. The payments will be distributed as an interim payment with a reconciliation payment utilizing refreshed data. The attached materials and information are provided for your review.

- Notice of Intent (NOI) to Transfer form. **Due date for NOI is Thursday, March 2, 2023.**
- Instructions for Intergovernmental transfer. **Due date for the Transfer is by noon on Thursday, March 9, 2023.**
Note: If an IGT is not received by the deadline, the associated UPL payment will not be made.
- **Interim UPL Payments** are scheduled to be released on or by March 23, 2023.

Payment for this program from DCH to the eligible ambulance providers will be made by ACH through the Georgia MMIS system. Send all requested documents by the specified dates above to DCH_NIR@dch.ga.gov.

Typically, there is a 3 or 4-day delay between when ACH transactions are initiated and when the funds are deposited into a provider’s bank account. Allowing for such a delay, the UPL payment should post to your facility’s bank account on or before March 23, 2023. The payment will appear in your Remittance Advice details included with your Medicaid EMS claims.

Please be aware that the Centers for Medicare and Medicaid Services (CMS) reserves the right to adjust the UPL calculation either positively or negatively.

For CANDLER COUNTY BOARD OF COMMISSIONERS, the Interim UPL payment of \$20,203.91 was calculated using the table below.

Interim Supplemental Payment	UPL Payment Federal Share	Payment State Share (IGT)
\$20,203.91	\$14,591.26	\$5,612.65

If you have any questions regarding this notice or the attached documents, please contact Angelica Clark Hester at aclark@dch.ga.gov. Thank you.