1. August 17, 2021 Meeting Packet
   
   Documents:

   08172021 AGENDA MATERIAL.PDF

2. August 17, 2021 Final Agenda
   
   Documents:

   08172021 MEETING AGENDA_FINAL.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

"Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons."

**PLEASE TURN OFF YOUR CELL PHONE**

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**Agenda**

Virtual Meeting Information:
Zoom link: [https://zoom.us/j/98715219287?pwd=ZHBjOFRmVXJZak0vakJvBN6L3lTZz09](https://zoom.us/j/98715219287?pwd=ZHBjOFRmVXJZak0vakJvBN6L3lTZz09)
Phone Number: **1-929-436-2866**
Meeting ID: **987 1521 9287**
Access Code: **901128**

I. Roll Call
II. Call to Order
III. Invocation
IV. Pledge to the American Flag
V. Agenda Approval - Consideration of a resolution to approve the agenda.
VI. Minutes - Consideration to approve the August 3, 2021 Commission meeting minutes.
VII. Public Comments - Comments shall pertain to agenda items only, when speaking you must clearly state your full name into the microphone for the record
VIII. Correspondence - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner’s website.
IX. Consent Agenda
   1. [2021-411 - Agreement] Consideration to approve to renew the Fire Protection Services Agreement with the City of Guyton
2. [2021-412 Policy] Consideration to approve the revision of Section 2.12 - Conflict Resolution/Grievance Process the Human Resources Standard of Practice

3. [2021-413 Agreement] Consideration to renew the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders

4. [2021-414 - Task Order] Consideration to approve the ratification of award of Task Order 22-25-001 to Atlas for engineering services for repair of the Old Louisville Road pipe collapse

5. [2021-415 - Grant] Consideration to approve to submit a grant application to the Petco Foundation Animal Welfare Grant Program

X. Old Business

1. [2021-399 Tax Refund] Neal Groover
   Consideration to approve a Tax Refund Request submitted by Jacqueline Skay related to a property located at 105 Kuwe Trail, Guyton Map# 277A Parcel# 43

2. [2021-409 Resolution] Tim Callanan
   Consideration to approve Resolution# 021-039 for a Call for Referendum regarding the reimposition of the countywide Special Purpose Local Option Sales Tax (SPLOST)

XI. New Business

1. [2021-416 Millage Public Hearing] Mark Barnes
   Public Hearing for the adoption of the 2021-2022 Millage

2. [2021-417 Resolution to Levy] Mark Barnes
   Consideration to approve Resolution (021-40) to Levy the 2021 taxes

3. [2021-418 Form]
   Consideration to approve the County Millage Rate Form for Tax Year 2021 (PT-35)

4. [2021-419 Form]
   Consideration to approve the Computation of Millage Rate Rollback form for Tax Year 2020 (PT 32.1)

5. [2021-420 Application] Mark Barnes
   Consideration to approve to submit an application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Broadband Infrastructure project

6. [2021-421 Contract] Mark Barnes
   Consideration to approve the Coastal Regional Commission (CRC) Area Agency on Aging (AAA) Contract #2022-08 for FY22

7. [2021-422 Budget] Mark Barnes
   Consideration to approve Resolution# 021-041 to amend the fiscal year 2021-2022 Budget
8. **[2021-423 Application]** *Mark Barnes*
   Consideration to approve to submit an Application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Water & Sewer Infrastructure project

9. **[2021-424 Final Plat]** *Teresa Concannon*
   Consideration to approve a revised Final Plat for Clyde Road Subdivision located off of Courthouse Road in the Fourth District

10. **[2021-425 Permit]** *Teresa Concannon*
    Consideration to approve an Assemblage Permit for Valkyrie Webb to hold a Poker Run to benefit the Tiny House Project for homeless veterans on August 21, 2012, at the county-owned Veterans Memorial Park, in Springfield.

11. **[2021-426 Ordinance 1st Reading]** *Teresa Concannon*
    Consideration to approve the First Reading of an Ordinance to amend Appendix C, Article VII - Planning Board Section 7.1.2 Meetings of the Effingham County Code of Ordinances

XII. **Reports from Commissioners & Administrative Staff**

XIII. **Executive Session** - Discussion of Personnel, Property and Pending Litigation

XIV. **Executive Session Minutes** - No executive session was held, no minutes to be approved.

XV. **Planning Board**

1. **[2021-427 Public Hearing]** The Planning Board recommends approving an application by *Kathy Shearouse* for a Variance located at 1882 Noel C. Conaway Road to waive the 3 acre minimum requirement for a rural business use Map# 398A Parcel# 49 in the Second District

2. **[2021-428 Second Reading]** Consideration to approve the Second Reading of an application by *Kathy Shearouse* for a Variance located at 1882 Noel C. Conaway Road to waive the 3 acre minimum requirement for a rural business use Map# 398A Parcel# 49 in the Second District

3. **[2021-429 Public Hearing]** The Planning Board recommends approving an application by *Kathy Shearouse* for a Conditional Use for a Rural Business located at 1882 Noel C. Conaway Road to allow for a silk floral arranging business Map# 398A Parcel# 49 in the Second District

4. **[2021-430 Second Reading]** Consideration to approve the Second Reading of an application by *Kathy Shearouse* for a Conditional Use for a Rural Business located at 1882 Noel C. Conaway Road to operate a silk floral arranging business Map# 398A Parcel# 49 in the Second District

5. **[2021-431 Public Hearing]** The Planning Board recommends approving an application by Allen Land Investors, LLC to rezone 5.50 acres located on Early Street from AR-1 to R-1 Map# 388 Parcel# 4 in the Fourth District
6. **[2021-432 Second Reading]** Consideration to approve the Second Reading of an application by *Allen Land Investors, LLC* to rezone 5.50 acres located on Early Street from AR-1 to R-1 Map# 388 Parcel# 4 in the Fourth District

XVI. **Adjournment**
Staff Report

Subject: Consideration to renew Fire Protection Services Agreement with the City of Guyton

Author: Alison Bruton, Purchasing Agent; Clint Hodges, Fire Chief

Department: Fire Department

Meeting Date: August 17, 2021

Item Description: Renewal of the Fire Protection Services Agreement with the City of Guyton

Summary Recommendation: Staff recommends approval to renew the Fire Protection Services Agreement with the City of Guyton

Executive Summary/Background:

- The Fire Protection Services Agreement was entered into on September 17, 2019 by Effingham County and the City of Guyton, with a term to terminate at midnight on June 30, 2020.
- This agreement shall automatically renew for successive one (1) year terms, annually, unless either party notifies the other in writing at least ninety (90) days prior to the termination date of the then-existing term, of its intent not to renew.

Alternatives for Commission to Consider

1. Board approval for the renewal of the Fire Protection Services Agreement with the City of Guyton.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Fire Department

Funding Source:

Attachments: Fire Protection Services Agreement
Fire Protection Services Agreement

This Fire Protection Services Agreement (the “Agreement”) made and entered into the 17th day of September, 2019, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the “County”, and the City of Guyton, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as the “City”:

Witnesseth:

WHEREAS, the Constitution of the State of Georgia of 1983, Article IX, Section 3, Paragraph 1 provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the County and City are authorized by law, including Ga. Const. Article IX, Section 2, Paragraph 3 to undertake or provide the activities, services and facilities governed by this Agreement; and

WHEREAS, the County and City are mutually concerned about the provision of fire protection and rescue services within the unincorporated areas of the County and within the corporate boundaries of the City, and are mutually concerned about the funding of such services; and

WHEREAS, the County and City desire to protect the safety and welfare of their citizens and desire to assist their citizens in obtaining economical and adequate fire protection and rescue services; and

WHEREAS, the County and City are mutually interested in engaging in a cooperative effort to provide fire protection and rescue services within the unincorporated areas of Effingham County and within the corporate boundaries of the City; and

WHEREAS, in order to ensure the efficiency of fire and rescue services, which are critical services, in the most cost-effective manner, and at the safest level attainable, the City and County desire to enter into an Agreement under which the City provides funds and assets, in exchange for which the County will provide personnel and resources to operate fire stations and fire and rescue apparatus to ensure proper fire protection and rescue services are provided to the inhabitants of the City of Guyton and the unincorporated areas of the County currently served by the City of Guyton; and

WHEREAS, the Effingham County Board of Commissioners reviewed this Agreement and authorized its Chairman to sign this Agreement at the September 17, 2019 meeting of the Board of Commissioners; and

WHEREAS, the Mayor and Council Members of the City of Guyton reviewed this Agreement and authorized the Mayor to sign this Agreement at the September 19, 2019 meeting of the Mayor and Council of the City of Guyton.

(Doc: 02291585.DOCX)
NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements made herein, the County and City do hereby mutually agree as follows:

1. Definitions
   A. "City" shall mean the City of Guyton, Georgia;
   B. "County" shall mean Effingham County, Georgia;
   C. "ECFR" shall mean the Effingham County Fire Rescue Department, which is a department of Effingham County, Georgia;
   D. "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency;
   E. "ISO" shall mean the Insurance Services Office, Inc.;
   F. "Effective Date of this Agreement" shall be the date this Agreement is approved by the governing authorities of the City and County and said shall be inserted in the first paragraph of this Agreement; and
   G. "Career Employee" shall mean any employee of the City that works forty (40) hours per week for the Guyton Fire Department.

2. Provision of Fire and Rescue Services
   a. The County, through the ECFR, shall perform and provide within the municipal boundaries of the City and within the unincorporated areas of the County currently served by the City, all such fire and rescue services as may be required by law and as may be necessary, and shall perform all actions pertinent thereto, including, but not limited to:
      A. Provide personnel and all gear and equipment necessary to operate fire stations and provide fire and rescue services within the unincorporated area of Effingham County and within the corporate boundaries of the City of Guyton;
      B. Respond to all fire, rescue, and first responder emergencies and alarms within the unincorporated area of Effingham County and within the corporate boundaries of the City of Guyton as expeditiously as possible upon being dispatched;
      C. Conduct public programs on fire safety education as required by law;
      D. Take such actions as may be necessary and appropriate to achieve a target ISO rate of 4/4Y, or any other target ISO rating to be mutually agreed upon by a joint resolution of the County and City;
      E. Provide pre-fire planning services;
      F. Ensure that firefighters attain the minimum number of training hours annually, as required by the State of Georgia;
      G. Provide all necessary documentation to the appropriate agency or agencies demonstrating that all firefighters have attained the minimum number of training hours annually, as required by the State of Georgia;
H. Train and register all rescue personnel as required by the Georgia Emergency Management Agency;

I. Provide detection and preservation of evidence in suspected arson cases;

J. Assist City with or arrange for testing, inspection and maintenance of water sources used for fire suppression, and collaborate with the respective public works departments of the County and City, as well as with private water providers, to ensure they are notified prior to performing such testing, inspection and maintenance;

K. Review construction plans submitted to the City for life safety, and submit such plans to the State of Georgia Fire Marshall’s office when necessary;

L. Provide hazardous material response and mitigation; and

M. All fire and rescue services provided by the County within the unincorporated area of Effingham County, now or in the future, shall be provided in the City.

3. **Fire Station Operations**

   Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations with respect to location, operation, maintenance, and staffing of all fire stations. The County shall have the option to construct an Effingham County fire station within the Guyton city limits. The decision to construct a fire station within the city limits will be at the sole discretion of the County. If an Effingham County fire station is constructed in the city limits, the station will be owned and operated by the County even if this Agreement is terminated at a later date.

4. **Equipment and E CFR Operations**

   Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations related to equipment and apparatus of the E CFR, and shall be solely responsible for the managerial and operational control of employees and volunteers of the E CFR.

5. **Payments**

   Commencing upon the Effective Date of this Agreement, and throughout the time this Agreement is in effect, the County agrees to charge and collect, or cause to be collected, from the owners of each parcel/structure located within the municipal boundaries of the City, a fee for the provision of fire and rescue services to the citizens and inhabitants of the City at an amount equivalent to that which the County charges in the unincorporated area (hereinafter “fire fees”). The County shall collect the fire fees on the annual real property tax bills. The County and City agree to amend this Agreement if they mutually agree on a different way to charge and collect fire fees.

6. **Employees**

   The County agrees that one Career Employee (as defined in Section 1 of this Agreement) of the City of Guyton Fire Department shall be entitled to become employees of the County/ECFR.
Compensation of the one City Career Employee shall commence at the level indicated below. The current applicable County base compensation levels per the pay grades approved by the Board of Commissioners are as follows for transferring the following one (1) position:

- Firefighter 1: $13.54 per hour.

The Career Employee who chooses to become an employee of the County/ECFR will be afforded the following based on the Effingham County Standards of Practice:

- Eligibility for medical benefits and the cafeteria options (including, but not limited to, health insurance and disability) will commence on the first day of the month following the first thirty (30) days of employment;
- The City may, in its discretion, provide medical benefits and cafeteria options (including, but not limited to, health insurance and disability) to Career Employees until the date on which Career Employees become eligible to receive such benefits from Effingham County;
- Eligibility for participation in the County retirement programs will be based on the stipulations within plan document(s) per individual which includes review of previous employment for vesting purposes in all plans if applicable;
- Accrued and unused paid time off at the City will be paid out in each of the Career Employee’s final paychecks from the City of Guyton;
- County personal leave accrual for Career Employees is earned on a biweekly basis in proportion to the length of continuous employment after one month of employment. Accrual will be 13 days (104 hours) annually or at the prevailing level approved by the Board of Commissioners in the Effingham County Standards of Practice;
- The date of separation for the Career Employees from the City will be 09/17/2019; and
- The date of hire by the County of the Career Employees will be 09/16/2019.

7. **Volunteers**

The County acknowledges and agrees that volunteers are and will remain a vital component of the provision of fire and rescue services in the corporate boundaries of the City and in the unincorporated areas of the County and agrees that current volunteers of the City of Guyton Fire Department shall be afforded the opportunity to apply to serve as volunteers of the ECFR. The County and City agree that, in order to become employees or volunteers of the ECFR, all current volunteers and career employees of the City of Guyton Fire Department must satisfy all applicable County and ECFR standards and review. The decision to retain a volunteer of the City of Guyton will be at the sole discretion of the County. The County agrees that it will actively recruit, train and develop retention procedures for volunteer firefighters who serve the ECFR and operate within the corporate boundaries of the City and/or the County.

8. **Primary Response Area**

The personnel stationed at any fire station located in the corporate boundaries of the City shall serve as primary responders to fires and emergencies originating within the corporate boundaries of the
City, and to fires and emergencies originating in other incorporated and unincorporated areas of the County as required or needed.

9. **ECFR Fire Chief Attendance at City Council Meetings**
   The E CFR Fire Chief will, unless unavailable, attend any City Council Meeting upon request of the City Council or City Manager to inform, educate or provide information about the County's provision of fire and rescue services, and about its obligations and performance under the terms of this Agreement. Within the first 12 months of the Effective Date of this Agreement, the E CFR Fire Chief (or his designee) shall attend City Council meetings once per month to update the City on the progress of compliance with the terms of this Agreement, and the transition contemplated herein. Thereafter, the E CFR Fire Chief (or his designee) shall attend City council meetings on a quarterly basis, to report on the status of the transition and on the fire and rescue services being provided by E CFR.

10. **Term**
    The term of this Agreement shall commence on the Effective Date and terminate at midnight on **June 30, 2020**. The Agreement shall automatically renew for successive one (1) year terms, annually, unless either party notifies the other in writing, at least ninety (90) days prior to the termination date of the then-existing term, of its intent not to renew the Agreement.

11. **Termination by Material Breach**
    This Agreement may be terminated for any material breach of this Agreement by either party, provided that the following procedures are adhered to: The Party alleging a breach (“Charging Party”) shall notify the other party (“Breaching Party”), in writing, within forty-five (45) days of the alleged breach, providing as much information as possible regarding the alleged breach, including all available documentation related thereto. The Breaching Party shall respond in writing within fifteen (15) days of receipt of Charging Party’s breach allegation, setting forth how the alleged breach will be remedied (or specifying why there was no material breach). An agreement regarding remediation of the alleged breach (or an agreement that there was no breach) must be agreed upon in writing by the City and County within sixty (60) days of receipt of Breaching Party’s response, or within a longer period of time, if agreed upon in writing by the parties. If no agreement is reached within said period of time, the County and City acknowledge and agree that the Agreement will be terminated, effective on the 30th day of June of the year in which the Charging Party alleges a breach, provided that notice of the alleged breach is given 75 days prior to June 30th of that year (if not, then the termination date will be effective on the 30th day of June of the following year). For the purposes of this Agreement, a “material breach” includes any action or inaction in conflict with the obligations set forth in this Agreement.

12. **Effect of Termination**
    Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed, or is terminated by either party during the term of the Agreement, or the Agreement is terminated for breach, all agreements and obligations set forth in this Agreement shall terminate on June 30th at midnight, except that the County will continue to bear financial responsibility for any

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purchases it has made as a result of this Agreement. In the event of such termination, the City of Guyton's fire service area shall be the same as in place the day before the Effective Date of this Agreement, unless circumstances clearly indicate that, in the sole discretion of the governing authority of the City of Guyton, it is in the best interests of the residents of that service area, for it to be otherwise.

13. **Assignment**
This Agreement cannot be assigned without the prior written consent of both parties.

14. **Fire Service Outside the City**
Nothing in this Agreement shall be construed as to prevent or curtail the ability of the County to provide fire services within the unincorporated areas of the County or any other municipality that has contracted or contracts with the County for Fire Services.

15. **No Bar to City Fire Department**
Nothing in this Agreement shall be construed so as to prevent the City of Guyton from continuing to operate its Fire Department should it, in its sole discretion, elect to do so.

16. **No Changes to the Service Delivery Strategy or Provisions of Consent Order**
This agreement shall change the Service Delivery Strategy in that it replaces the previous agreement for fire service only. However, it shall not relieve the obligations of the city nor the county in the previous Service Delivery Strategy or the Consent Order of 2011.

17. **Governing Law**
This Agreement shall be construed in accordance with the laws of the State of Georgia.

18. **Entire Agreement and Modification**
This Agreement constitutes the entire Agreement between the County and City, and no modification of this Agreement shall be binding unless the same is reduced to writing, approved by the governing authority of each party, and signed by an authorized designee of the County and City.

19. **Severability**
Should any part or provision of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts or provision shall remain in full force and effect unless amended by mutual agreement of the parties.

20. **No Creation of Legal Entity**
It is acknowledged and agreed that this Agreement does not create a separate legal entity or public body corporate.
21. **Notices**
Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective parties as follows:

If to City:
City Clerk
City of Guyton
310 Central Blvd.
Guyton, GA 31312

If to County:
County Clerk
Effingham County of Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

22. **Headings**
The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto as of the date and year first written above.

**BOARD OF COMMISSIONERS**
**EFFINGHAM COUNTY, GEORGIA**

Wesley Corbitt, Chairman

Attest:
County Clerk

**CITY OF GUYTON**
**EFFINGHAM COUNTY, GEORGIA**

Jeff Laincy, Mayor

Attest:
City Clerk
Staff Report

Subject: Revision of Effingham County Human Resources Standards of Practice 2.12 – Conflict Resolution / Grievance Process

Author: Vicki Dunn, Human Resources Director

Department: Human Resources

Meeting Date: August 17, 2021

Item Description: Revision of HR Standards of Practice 2.12 – Conflict Resolution / Grievance Process

Summary Recommendation:
Staff is requesting to amend the current HR Standards of Practice 2.12 – Conflict Resolution / Grievance Process to provide the process required if a Department Head should have conflict or grievance with the County Manager.

Executive Summary/Background
Human Resources Standards of Practice 2.12 – Conflict Resolution / Grievance Process establishes the process required if a Department Head should have a conflict or grievance with the County Manager. This process is now required due to the change of the establishment of a County Manager position as opposed to the former County Administrator position.

This policy has been reviewed and approved by the County Manager.

Alternatives for Commission to Consider
1. Approve the revision to Human Resources Standards of Practice 2.12 – Conflict Resolution / Grievance Process
2. Disapprove the revision and provide guidance to staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
1. Make no changes to current policy

Department Review: County Manager

Funding Source: No funding impact

Attachments:
Current HR Standards of Practice 2.12 – Conflict Resolution / Grievance Process
Revised HR Standards of Practice 2.12 – Conflict Resolution / Grievance Process
2.12- CONFLICT RESOLUTION/GRIEVANCE PROCESS

A. STANDARD

Differences of opinion are expected in the workplace and can be beneficial when presented in a positive manner. Employees are encouraged to constructively share different views and opinions with co-workers and Department Heads for the purpose of increasing efficiency, productivity, and service delivery. Department Heads and employees will make every effort to resolve problems or conflicts as they arise. Conflicts that cannot be resolved within the organizational framework will be resolved through the following process.

B. PURPOSE

The purpose of this process is to promote a better understanding of policies, practices, and procedures affecting employees and to improve communications and relations between employees and Department Heads. Nothing contained herein should be construed to restrict open discussion between an employee and his/her Department Head regarding matters of employment. Instead, this procedure serves as an extension and formalization of that process as needed for the resolution of conflict.

C. SCOPE

Conflict may be based upon an event or condition that affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. A conflict may involve alleged safety or health hazards, promotion, training opportunities, or complaints of discrimination or unfair treatment. Performance evaluations, absent a claim of discrimination, may not be the subject of conflict resolution; however, an employee may submit a written rebuttal to be placed in the Personnel File if he/she disagrees with the performance evaluation.
D. PROCESS

1. All employees are encouraged to use and respect the chain of command. Under special circumstances, in which the employee does not feel that he/she can go to the Department Head, the employee may go directly to the County Manager / Human Resources Department.

   Step 1 - The employee will first present the question, complaint, or grievance verbally or in writing, to the immediate Department Head within five (5) working days after the action or activity for the complaint occurred or became known to the employee. The employee's immediate Department Head will then respond in writing (a determination) to the employee within three (3) complete working days after the receipt of the grievance. The employee will sign a copy of the determination, to acknowledge receipt and date of the response. While maintaining appropriate confidentiality, the Department Head should, and is encouraged to, consult with any employee or appropriate person deemed necessary to reach a correct, impartial, and equitable determination concerning the grievance. If the employee is presenting a grievance concerning sexual harassment, the employee may present the grievance directly to the County Manager / Human Resources Department.

   Step 2 - If the conflict or grievance is not settled with the immediate Department Head in Step 1, the employee may present the grievance to the County Manager / Liaison Commissioners / Human Resources Department by:

   a. Giving written notice of the grievance to the County Manager or Human Resources Department within five (5) complete working days after receipt of the Department Head/Director's determination.

   b. Within five (5) complete working days, the County Manager / Liaison Commissioners / Human Resources Department will advise the employee in writing of their determination. The employee will sign and date a copy of the County Manager / Liaison Commissioners / Human Resources Department’s response, to acknowledge. If the employee refuses to sign the written determination, the County
Manager / Human Resources Department will make a notation for the employee’s file that the employee has been informed of the response.

c. The decision of the County Manager and the Liaison Commissioners is final.

2. a. In the event a Department Head has a grievance/conflict with the County Manager, every effort should be made to discuss and come to a solution between the Department Head and County Manager. If the Department Head and County Manager are unable to come to a solution agreeable to both parties, the Department Head may then submit their grievance/conflict, in writing, to the Director of Human Resources. The Director of Human Resources will forward the concern to the Chairman, Effingham County Board of Commissioners.

b. In the event the Department Head believes the County Manager has engaged in activities that could be considered illegal or prohibited by policy, the Department Head will bring the concern to the Human Resources Director. The Human Resources Director will then bring the concern to the County Attorney for investigation and resolution. Should any improprieties be found they will be immediately turned over to the Chairman of the Effingham County Board of Commissioners.
Staff Report

Subject: Renewal of Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders

Author: Alison Bruton, Purchasing Agent

Department: Purchasing & Prison

Meeting Date: 8/17/21

Item Description: Consideration to renew the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:
- The purpose of this Agreement is for the Department to provide paper based GED® testing services for offenders at Effingham County Prison
- Effingham County is responsible for paying for test booklets for content area tests at a rate of $30.00 per test content area per tester no later than thirty (30) days after invoice receipt.
- This contract is necessary because Savannah Tech is no longer willing to come into the Prison to administer the GES tests due to COVID-19.
- The agreement has 30 day termination clause.
- The agreement will be effective July 1, 2021 and will run through June 30, 2022.
- The IGA has been previously reviewed and approved to form by the County Attorney

Alternatives for Commission to Consider
1. Board approval to renew the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders.
2. Do not renew the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Prison

Funding Source: Operating Budget for Prison

Attachments: Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
EFFINGHAM COUNTY PRISON
Paper Based GED® Testing for Offenders

THIS AGREEMENT is entered into the 1st day of July, 2020, by and between the
GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia and
Effingham County Prison, a political subdivision of the State of Georgia, acting by and through its
Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, the purpose of this Agreement is for the Department to provide paper based
GED® testing services for offenders at Effingham County Prison, 321 Hwy 119 S. Springfield,
GA 31329.

NOW, THEREFORE, in consideration of these premises and the mutual promises and
agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The Department agrees to perform fully and faithfully the
services described in Exhibit “A”, attached hereto and incorporated by reference herein (the
“Services”). Department agrees to maintain for the duration of this Agreement all licenses,
certifications and permits applicable to the Services to be performed. No additional or different
services shall be performed unless provided for by an amendment to this Agreement, executed by
the parties in the manner provided for herein. No provision of this Agreement shall be construed
to prohibit Department from offering similar or different services to other political subdivision,
private companies or other state agencies which house offenders who are subject to Department
Supervision.

2. Independent Contractor. In the performance of the services, and for all tax, liability,
employment, and insurance purposes, The Parties shall not be agents, representatives, or
employees of the other during the term of this agreement. The Department and Governmental
Entity shall determine the means and manner of performance of its responsibilities, subject to the
terms and conditions as established by GED Testing Service, LLC.

3. Compensation. The Governmental Entity agrees to pay the Department in
accordance with Exhibit “B” for the full and faithful performance of Services under this
Agreement during the term hereof, said sum being payable in installments, upon receipt of the
Department’s invoice in accordance with Exhibit “B”, which has been attached hereto and
incorporated herein. Payment must be rendered within thirty (30) days of invoice receipt. Non-
payment of funds will result in the Department denying test dates until funds have been received.

4. Benefits. The Parties acknowledges that neither entitled to any benefits, including
health insurance, workers compensation coverage, or unemployment compensation coverage from
the other.
5. **Pledges of Credit.** Governmental Entity acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated.

6. **Expenses.** The Department shall schedule paper testing for designated students at a rate of $30.00 per content test. The Department shall provide the invoice from Pearson Vue to the Governmental Entity for reimbursement of payment. The Governmental Entity shall reimburse the Department within thirty (30) days of receiving the invoice. The Parties shall not reimburse the other for any travel expenses incurred during the term of this agreement.

7. **Equipment.** The Department is not required to provide any office space nor any equipment to the Governmental Entity under this Agreement. The Governmental Entity shall provide adequate space for testing, which shall adhere to social distancing guidelines. The Governmental Entity shall also provide approved calculators, pencils, and highlighters for use during the test.

8. **Term and Amendment.** This Agreement shall be effective as of July 1, 2020 and shall continue in force and effect until 11:59 p.m. on June 30, 2021. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) calendar days written notice. The parties recognize and agree that it may be necessary or convenient to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. Any changes, modifications, or amendments to this Agreement will be effective only if reduced to writing and signed by both parties.

9. **Termination for Convenience.** The Parties may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to the Governmental Entity. In the event the agreement is terminated, the Governmental Entity shall pay all reimbursable expenses due up to and including the effective date of the termination.

10. **Renewal.** The Department shall have the option, exercisable in its sole discretion depending on the satisfactory performance and availability of funds, to renew this Agreement for up to four (4) terms. Each renewal term shall not exceed twelve months. The Department shall give the Governmental Entity no less than thirty (30) days’ notice of its intent to renew. If renewed, renewal shall be upon the same terms and conditions. As to each term and subject to the termination provisions of this Agreement, the Agreement shall terminate absolutely and automatically at the close of the then-current term without further obligation by the Department. The original Agreement, applicable amendments and any Agreement renewals shall bind the Department and the Governmental Entity. Upon the Department’s election, in the Department’s sole discretion, to renew any part of this Agreement, the Governmental Entity shall remain obligated to perform in accordance with this Agreement unless otherwise agreed in writing by the Department and the Governmental Entity.

11. **Compliance with Laws.** The Parties agree to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of
competent jurisdiction and standard operating procedures of Department. Without limitation to
the generality of the foregoing, Governmental Entity agrees to comply with any special
conditions, undertakings or representations attached hereto, all of which form a part hereof.

12. **Rights and Interests.** This relationship is intended solely for the mutual benefit of
the parties, and there is no intention, express or otherwise, to create any rights or interests for any
party other than the Department or Governmental Entity.

13. **Trading with State Employees.** The parties certify that this Agreement does not and
will not violate the provisions of O.C.G.A. §45-10-20, *et seq.*, in any respect. The Governmental
Entity agrees not to employ any individual that would result in a violation of this law.

14. **Licenses, Certifications and Insurance.** Governmental Entity agrees to maintain for
the duration of this Agreement all licenses, certifications, and permits applicable to the services
under this Agreement. Both Parties acknowledge that they are self-insured through the
Department of Administrative Services, and neither shall be responsible for damages caused by
the other.

15. **Sexual Harassment Prevention.** Both Parties acknowledge that they are subject to
the Governor’s Executive Order “Preventing Sexual Harassment in the Executive Branch of
Government” signed January 14, 2019 and both parties agree to comply with the same.

16. **Confidentiality.** Governmental Entity agrees to adhere to the policy and procedures
of GED Testing Services which can be found at https://ged.com/educators_admins/test_admin/policies/. Governmental Entity will hold in strictest
confidence and will not disclose to others for any reason whatsoever, any works, writings, plans,
proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports,
recordings, maps, or other information or material received or prepared by Governmental Entity
(collectively, the “Information”), except to the extent that such Information (a) is otherwise
available from third persons without restriction on its further use or disclosure, (b) is required by
order of any court or by law (including but not limited to the Georgia Open Records Act) or by
any regulatory agency to which Governmental Entity is subject or in connection with any civil or
administrative proceeding, or (c) to the extent such Information is or becomes publicly known
other than through actions, direct or indirect, of the Governmental Entity.

17. **Prison Rape Elimination Act.** Governmental Entity agrees to assist the Department
in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination
Act, by submitting to a background check and agreeing not to sexually abuse or harass any
offenders. Governmental Entity undergo training, as the Department sees fit, regarding the
Department’s zero-tolerance policy for sexual abuse and sexual harassment and Governmental
Entity agrees to document and acknowledge in writing that Governmental Entity, its agents,
employees, students, officials or subcontractors understands such training. Governmental Entity
agrees to inform Department of any knowledge, suspicion, or information regarding the
occurrence of sexual abuse or harassment in any facility in which the Governmental Entity is
present. Governmental Entity agrees to keep all information about sexual abuse or sexual
harassment, other than such information as is required to report the incident, completely
confidential. Governmental Entity agrees and understands that a violation of the Prison Rape Elimination Act could result in administrative sanctions, criminal sanctions, or both. Governmental Entity acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

18. **Cooperation.** Both Parties and their employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against either the Department or Governmental Entity relating to the Services to be performed under this Agreement, and each party shall give the other prompt notice of any claim, demand, suit or proceeding.

19. **Assignment.** The parties will not transfer their right, title, or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other parties.

20. **Notices.** Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Governmental Entity: Effingham County Board of Commissioners
Alison M. Bruton
601 North Laurel Street
Springfield, GA 31329

With a Copy to: Effingham County Prison
Janet M. Robere
321 Hwy 119 South
Springfield, GA 31329

If to the Department: Jennifer Ammons
General Counsel
Georgia Department of Corrections
300 Patrol Road
Forsyth, Georgia 31029

With a Copy to: Dr. Jennifer Irvin
Director of Academic Education
Georgia Department of Corrections
300 Patrol Road
Forsyth, GA 31029

21. **Headings.** The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.
22. **Survival.** The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

23. **Severability.** If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

24. **Legislative Modification.** Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

25. **Drug-Free Workplace.** The Governmental Entity acknowledges that it is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, *et seq.* (A) The Governmental Entity hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Governmental Entity may be suspended, the contract terminated or the Governmental Entity debarred if it is determined that: (1) the Governmental Entity has made false certification hereinabove; or (2) the Governmental Entity has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

26. **Governing Law.** This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. The parties agree that any action arising out of or in connection with this Agreement shall be brought in Fulton County Superior Court.

27. **Compliance with Federal and State Work Authorization and Immigration Laws.** Governmental Entity certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90, *et seq.* Governmental Entity warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Governmental Entity further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Governmental Entity warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.

28. **Equal Employment Opportunity.** The Governmental Entity agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, *et seq.*), which require that the Governmental Entity not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this
Agreement. The Governmental Entity further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

29. Boycott of Israel. Governmental Entity certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

30. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

31. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

33. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS

By: ____________________________
    Jennifer Ammons
    General Counsel

Date: ____________________________

Effingham County Board of Commissioners

By: ____________________________
    Wesley Corbitt
    Chairman

Date: 11/17/2020
Exhibit A
Scope of Services

I. The Governmental Entity Shall:

1. Governmental Entity shall contact the Department to schedule a test date that is mutually agreeable for both Parties.

2. Governmental Entity will provide a quiet testing space, free of distractions and interruptions, for the Department to administer the GED® test at the Testing Location and coordinate the exact time and location with the Governmental Entity at a time that is mutually convenient for both Parties. The Governmental Entity will provide appropriate accommodations for the Examinee(s) with special needs.

3. Provide a list of testers and required demographic information and test content area(s) needed.

3. Provide a quiet, secure location for testing that will accommodate the number of testers and necessary space between testers that will satisfy social distancing requirements.

4. Schedule testing so that there is a Governmental Entity Staff Member available to provide breaks as needed for the Department’s Test Administrator.

5. Provide hand sanitizer and other appropriate measures to abide by current health standards and social distancing requirements.

6. Provide approved calculators for use on the test.

7. Pay for test booklets for content area tests at a rate of $30.00 per test content area per tester no later than thirty (30) days after invoice receipt.

Department will be responsible for the following:

1. Order tests on behalf of Governmental Entity based on provided list of testers and test content area(s) needed.

2. Pick up and transport test booklets and other materials from official Department delivery site to Government Entity.

3. Provide testing services according to Pearson Vue guidelines.

4. Collect and ship test booklets and other materials to Pearson Vue.

5. Retrieve scores through GED Manager and report scores to Governmental Entity.

6. Provide invoice from Pearson Vue for tests ordered for reimbursement to the Department.
Exhibit "B"
Compensation Schedule

The Governmental Entity agrees to reimburse the Department for the cost of paper GED testing at the rate of Thirty Dollars ($30.00) per content section. The Governmental Entity will reimburse the Department within thirty (30) days of receipt of the invoice.

Paper tests will be purchased per the roster submitted to the Department by the Governmental Entity as needed. Testing dates will be scheduled as needed at the convenience of both Parties and at no additional charge to the Governmental Entity.
Staff Report

Subject: Ratification of Approval for the award of Task Order 22-25-001 to Atlas for the Engineering for repair of the Old Louisville Road Collapse

Author: Alison Bruton, Purchasing Agent

Department: Public Works/Roads

Meeting Date: August 17, 2021

Item Description: Ratification of Award of Task Order 22-25-001

Summary Recommendation: County Manager Tim Callanan approved the Task Order 22-25-001 award to Atlas for an amount not to exceed $25,000 based on the emergency purchasing policy. Staff recommends approval of the Ratification of Award.

Executive Summary/Background:

- On July 18, 2021, a 5-36” RCP culvert structure failed on Old Louisville Road between MC Rd. and Elam Church Road, causing the dirt road to collapse. It was immediately closed to traffic and the County staff became seeking professional assistance to repair the road. On July 22, a limited RFP was sent to 6 IDC Engineering firms. Proposals were received by three.

- After receiving the three proposals, Staff had additional communication with each of the 3 firms to get clarification on proposed work plan and requested additional information and/or services. Atlas, Pond, and WK Dickson each submitted revised proposals and additional information.
  - Atlas $45,000 / $59,100 (change mainly due to addition of geotech services, increasing estimated construction time and cost for Construction inspection, and including an analysis of multiple design solutions)
  - Pond $59,700 / $55,900 (change mainly as a result of shortening estimated construction time and cost for Construction inspection)
  - WK Dickson $67,474 / $67,474

- The nature of this work is investigative and time needed to complete field work, design, and construction are all unknown until work begins. Given the road is closed, the work is also considered emergency in nature and decisions must be made to make progress towards re-opening the road before all costs are known. Therefore, it is impossible and unfair to request a firm price quote from the engineering consultant. However, each firm was asked to suggest an upper limit cost not to exceed, using hourly billing rates approved in the IDC contract, based on their experiences and information from similar projects they had done in the past.

- Given Atlas’ more cautious “minimum effort” approach, they are likely to cost the County less than the other design teams. The risk is that if additional work is
needed, a change order will be needed and cost may increase to $59,100 or more.

Alternatives for Commission to Consider
1. Ratification of Award of Task Order 22-25-001 to Atlas for the Engineering for repair of the Old Louisville Road Pipe Collapse
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Assistant County Manager/Engineering, Purchasing
Funding Source: A budget amendment will be necessary
Attachments:
1. Notice to Proceed with attached Atlas proposal
NOTICE TO PROCEED

TO: Atlas

RE: NOTICE TO PROCEED

Task Order 22-25-001 – Old Louisville Road Pipe Collapse – Engineering for Repair

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within ____ calendar days from that time. Per the Emergency Purchasing Policy, this approval is for up to $25,000.00. Any additional expenses will need to be approved by the Effingham County Board of Commissioners in the form of a change order.

Dated this 5 day of August, 2021

Effingham County Board of Commissioners

Tim Callanan, County Manager

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor:________________________________________

By:________________________________________

Title:________________________________________

Date of Acceptance: ____________________________
July 29, 2021

Effingham County Purchasing Department
Alison Bruton, Purchasing Agent
601 North Laurel Street
Springfield, Georgia 31329

Re: Request for Proposal
RFP No. 22-25-001
Old Louisville Road Pipe Collapse – Engineering for Repair
Atlas Proposal No. 21-11797

Dear Ms. Bruton:

Atlas is pleased to submit this proposal for the subject project. Our experience on similar projects throughout the state has enabled us to quickly evaluate project needs and develop an efficient plan of action. With the leadership of Eric Brown, PE for preconstruction activities and Will Murphy for construction activities, Atlas is poised to provide complete satisfaction to Effingham County.

Please accept this proposal in response to the Request for Proposal. If you have any questions, please do not hesitate to contact me at 770.530.9194.

Sincerely,

[Signature]

Todd I. Long, PE, PTOE
Principal in Charge
BACKGROUND

Atlas has considerable experience preparing hydraulic and hydrologic (H&H) designs and analyses for storm drains, culverts, bridges, stream stabilization, watersheds, floodplain management, bridge scour, drainage complaints, and system failures, such as recently occurred on Old Louisville Road. We have performed this work for over three decades on hundreds of task assignments for local government clients in Georgia. Our engineers have the experience to analyze and identify the most appropriate repair options and technologies for the wash out. The fact that we have geotechnical, H&H, and roadway design services in-house is a clear advantage for us when it comes to quickly responding to emergency situations.

Our general approach will be to combine a detailed hydraulic analysis of the 2-, 25-, and 100-year storm events with a thorough analysis of the soil in the failure area to determine a probable cause for the wash-out. There are several possibilities including: flow over the road; silted up pipes; stream geometry; and failure of the sandbag armor. Ideally, the H&H and soils analyses, along with a detailed site inspection, will give us some clues on what might have happened and how to prevent it in the future. The site is complicated somewhat by the fact that the Ogeechee River floodplain is just downstream and affects this site on occasions when the river is at flood stage. The graphic below shows the site in relation to the Ogeechee River Flood zone.

This project execution will generally follow the following process:

- Survey
- Geotechnical Investigations
- Preliminary Design – H&H study and development of alternatives
- Preparation of Alternatives Technical Memo and selection of preferred alternative
- Environmental Permitting of preferred alternative
- Final Design
- Bidding
- Construction
SURVEY
Field surveys will be done along the roadway for a length of 300 feet each side of the stream and for a distance of 50 feet off the road on each side. This equates to a 600-foot x 100-foot survey box. Enough stream data will be collected on Walden Branch for our engineers to develop their stream hydraulic model.

PERMITTING
Environmental permits will be prepared as required to construct the project. At this point, we expect it will be limited to a non-reporting Nationwide 3(a) permit. A stream buffer variance is not included in our scope since it does not seem likely that one will be needed. If a Pre-Construction Notification (PCN) or stream buffer variance are required, those will be additional services.

GEOTECHNICAL
Concurrent with the survey, our forces will perform a geotechnical investigation that includes taking borings and soil samples at several locations in the failure area. The goal will be to determine if soil type had anything to do with the problem and, if so, to ascertain how to best mitigate the issue with the proposed fix. Our geotechnical engineers will prepare a formal report with findings and recommendations.

PRELIMINARY DESIGN
The hydraulic and hydrologic (H&H) study will be started immediately and run concurrent with the survey to speed up the design process. Our H&H engineers will evaluate existing conditions and provide two alternatives to the County and team for further evaluation. The design storm will be the 25-year event. As alternates are developed, the design team will develop cost estimates, itemize other impacts and considerations, and provide a brief explanation of each alternative in a technical memo. The memo can be used by the County to determine a preferred course of action.

FINAL DESIGN
For the selected alternate, our design team will prepare a set of construction plans consisting of a grading plan, roadway profile, quantities, general notes, pipe profiles, erosion control plan, and right-of-way plan. In addition, we will prepare the special contract provisions and bid specs.

BIDDING
Our staff will assist the County with preparation of the bid documents, specifications, and advertisement as well as attend the pre-bid conference. We will answer questions and prepare and distribute any needed addenda. After the bid, we will analyze the bids and recommend a contractor for award.

CONSTRUCTION
During construction, our forces will perform the traditional duties of a construction management team: run the preconstruction meeting, maintain project records, respond to RFI’s and questions, document change orders, coordinate with the County and the Contractor on project issues, provide periodic progress updates to County staff, and certify pay requests. Our field inspectors will observe the contractor’s operations, check for compliance with the plans, perform field compaction testing as required, and monitor erosion control BMPs. Our fee is based on a six-week construction schedule.
PROJECT CLOSE OUT
At project completion, we will perform an as-built survey and provide both that and the record drawings to the County in AutoCAD electronic format. We will also assist the County with any other project close-out related tasks as required. This could include scanning hard copies of project correspondence and gathering electronic data for secure and organized storage.

SCHEDULE

Old Louisville Road Pipe Collapse Repairs

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Excluded services: FEMA hydraulic survey and design work, property resolution, and construction inspection of a box culvert.
# Old Louisville Road Pipe Collapse Repairs

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<th>PHASE</th>
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**DESIGN COST SUBTOTAL** $38,500

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**CONSTRUCTION SERVICES COST SUBTOTAL** $17,600

**TOTAL COST** $56,100

**Contingency** $3,000

**NOT TO EXCEED** $59,100

**Notes:**
Based on hourly rates from Appendix A of the master contract
Man-hour back-up can be provided if requested.
**Staff Report**

**Subject:** Petco Foundation Animal Welfare Grant  
**Author:** Christy Carpenter, Finance Director  
**Department:** Finance Department  
**Meeting Date:** 08-17-2021  
**Item Description:** Consideration to submit a grant application to the Petco Foundation Animal Welfare Grant Program.

**Summary Recommendation:**  
Staff is requesting approval to submit a grant application to the Petco Foundation Animal Welfare Grant Program.

**Executive Summary:**  
The Petco Foundation uses the Animal Welfare grant funds to invest in lifesaving efforts for sheltering and adoptions, and supports organizations that continually endeavor to achieve a high standard of doing more and are determined to save as many lives as possible. Effingham County Animal Shelter is one of those organizations. The funds will be used for necessary medical treatment for sheltered animals, subsidy for qualifying citizens and for trap-neuter-return cats. This grant will enable Effingham County Animal Shelter to continue its mission of promoting responsible animal ownership, preventing the spread of animal disease, protecting the public from dangerous animals, and protecting animals from dangerous humans.

**Background:**  
1. Effingham County Animal Shelter is requesting $17,500.  
2. The grant is competitive.  
3. No cost share requirement.  

**Alternatives for Commission to Consider:**  
1. Approve Petco Foundation grant application submittal.  
2. Do not approve Petco Foundation grant application submittal.  
3. Provide Staff with Direction

**Recommended Alternative:**  
Staff recommends Alternative number 1 – Approve Petco Foundation grant application submittal.

**Other Alternatives:**  
N/A
Department Review: *(list departments)*
Effingham County Animal Shelter

Funding Source:
No cost share requirement

Attachments:
Petco Foundation Grant Information
Grant Application Instructions
For Animal Welfare Organizations Performing
Sheltering and Adoptions

Thank you for all you do to help animals in your community. Completing the Petco Foundation application is the required initial step for the Foundation to consider making an investment in your organization to support your lifesaving efforts. As our application or application process may have changed since you’ve last applied, please carefully read the information below prior to completing an application. Completion of our application accurately and in accordance with these instructions is necessary to be considered for funding.

QUALIFICATIONS
Organization Type: All applicants are evaluated based on organization type instead of by type of project or program. It is important that you read the organization type definitions carefully prior to filling out an application and that you select the correct category for your organization. The three organization types below are eligible to apply during the Animal Welfare Organizations grant cycle:

➢ Non-profit organization that is primarily a foster-based rescue.
  o 501c3 nonprofit organizations performing adoptions of companion animals; and
  o A primary service of your organization is temporarily caring for animals in need for the purpose of finding them new homes.

➢ Nonprofit or municipal agency that is responsible for animal control sheltering (legally or contractually obligated to accept stray dogs or cats).
  o Municipal or other governmental agency, department or division providing animal control sheltering per local ordinance as well as other services, including adoptions; OR
  o 501c3 nonprofit organizations legally or contractually obligated to accept stray dogs or cats from 1 or more municipalities in addition performing adoptions and other services.

➢ Nonprofit, SPCA, or Humane Society that operates a shelter and performs adoptions.
  o 501c3 nonprofit organizations performing sheltering and adoptions of companion animals; and
  o A primary service of your organization is temporarily caring for animals in need for the purpose of finding them new homes; and
  o You operate out of a sheltering facility.
  o Organizations applying under this application may also perform significant other functions like spay/neuter surgeries and veterinary clinic services in addition to the primary service of placing animals up for adoption.
  o IMPORTANT: If your organization is legally or contractually obligated to accept stray dogs or cats from 1 or more municipalities in addition performing adoptions and other services, please select the organization type: Nonprofit or municipal agency that is responsible for animal control sheltering (legally or contractually obligated to accept stray dogs or cats)
For the organization types listed above:

✓ There is one grant cycle available during each year.
✓ Applicants may submit one proposal per grant cycle.
✓ For organizations receiving multi-year funding, all installment payments must have been completed before submitting a new application.
✓ For organizations that have received funding in the past, all outstanding grant reports must be completed before submitting a new application.
✓ ALL organizations must also submit their Annual Partnership Report* with their animal data for the previous year along with their most recent financial information. *Grant applications received from organizations who have not also submitted their Annual Partnership Report will be automatically declined.
✓ The person submitting the application must be an authorized representative of such organization. If you are a “Friends of” organization, we recommend you work with the primary animal intake organization and assist them in completing the application.

If your organization is primarily one of the types listed below, please do not fill out an application at this time.

✓ Spay/neuter clinics
✓ Community cat support and TNR organizations
✓ Service and therapy animal organizations
✓ Community pet support organizations
✓ Pet food bank
✓ Sanctuaries (no application is currently available)
✓ “Friends of” organizations (no application is currently available)
✓ Organizations unrelated to the animal welfare field (no application is currently available)

APPLICATION INSTRUCTIONS

As one of the nation’s largest funders of animal welfare causes, the Petco Foundation seeks to support organizations that continually endeavor to achieve a high standard of doing more and are determined to save as many lives as possible with our lifesaving investments. Decisions are not made, and funding is not allocated by purpose of funding or program type. We believe that leaders of effective organizations are best positioned to determine the animal needs in their communities and that each community’s needs may vary. Consequently, when reviewing your funding request, we are assessing your organization’s past effectiveness, as well as the likelihood that our investment will make a positive impact on saving animals’ lives in the future.

ORGANIZATION INFORMATION

Please select your primary contact for the application from the drop-down menu and also the primary signatory, who is typically your executive officer. Most organizations do not have a fiscal organization, but if you do you may indicate “Yes” here, and we will follow up with you for additional information.

Hint: We encourage you to save the application form often since the system does not auto save. You also have the option to save the form and return to it later.

INFORMATION VERIFICATION

- Please review the “Organization Information” in the Partner Portal for your organization and provide updates, if applicable. You may need to submit additional information and/or forms if the information needs to be updated. Additional details will be provided on the application.
  - Please select your organization type. (Refer to the descriptions on page 1 of this document.)
Is your Executive Officer correctly listed? (If your executive officer has changed, you may enter new information on the application.)

Is your Mailing address correctly listed? (If your mailing address has changed, you will need to complete the Organization Update form available from the menu under Applications & Forms.)

Has your organization submitted your 2018 Annual Partnership Report?

Did your organization have a yearly intake of 250 or more animals in the previous year?
  
  If no, is your organization an active Petco adoption partner?

Organizations with yearly intake of less than 250 animals who are NOT Petco adoption partners are not eligible at this time to apply for this grant investment opportunity. Please consider becoming a partner by completing the "New Adoption Partner" application available under Applications & Forms.

REQUEST DETAILS

- **Suggested Amount**: Please provide a suggested grant investment amount. Keep in mind that any potential investment is based on our evaluation of the organization and may differ from your suggested amount (either higher or lower). The Petco Foundation uses the information provided in your Annual Partnership Report and Application to evaluate your organization's effectiveness and efficiency against your peers.
  
  NOTE: Investments of $100,000 or more are considered Lifesaving Impact Awards*. Your organization must shelter a minimum of 2,500 animals in order to qualify for an award of this size.

*Please see the last page of this instruction document to learn more about Lifesaving Impact Awards.

- **Use of investment**: Please describe how an investment of this amount will help your organization achieve its lifesaving goals and objectives. Provide specific details directly related to the amount of the investment that you are requesting.

Your description should focus on increasing positive outcomes, decreasing intake and/or providing care to community owned animals in need. The Petco Foundation prefers to fund requests where our investment will increase lifesaving programs and not merely fund programs that continue the status quo.

Requests from municipal or government organizations should be focused on increasing lifesaving efforts, which could be programs and resources needed to increase adoptions, return to owners, etc. The Petco Foundation grant investments may not be utilized to meet the needs of or subsidize government obligations to care for the animals in their communities.

For sponsorship requests, details should include information about your event, including the date, number of attendees, number of adoptions, recognition of the Petco Foundation, and other pertinent details. Please be advised that we are unable to supply product, coupons, volunteers, personnel support, and event attendees.

- **Additional information**: Please provide other important information that may be relevant or important to our consideration of your request. Attachments may be added in the Attachments and Certifications section.

TRANSFER PARTNERSHIPS

- Did your organization transfer in animals from shelters other than your local shelter in the last calendar year?
  
  If yes, please provide the name of shelter(s), city & state, and number of animals transferred.
LOST & FOUND

• In your opinion, what are the top tools your community utilizes to help lost pets find their way home? (choose up to three)
• Do you believe we must do better in helping lost pets find their way back to their owners?
• Are existing tools sufficient to help owners find their lost pets or finders of lost pets find the pets owner?
• Do you believe that a national lost and found database to reunite pets with their owners, utilizing pet facial recognition technology together with a location search would serve to improve return to owner rates and/or decrease the number of stray pets entering the local animal control shelter?
• With the elimination by shelters of breed descriptions, do you believe a pet adoption search utilizing photos to search pets similar would be helpful to shelters and/or adopters?

PARTNERSHIP & RECOGNITION

Your recognition of the Petco Foundation within your community encourages Petco customers to feel confident in making a donation to the Petco Foundation at the register when they shop. This fundraising in small amounts (on average just under $2 per transaction) helps support the Foundation's grant investments program in a way that does not diminish your own fundraising efforts. It's incredible that simply by collecting these small contributions we are able to provide more than $30 million in investment support each year.

The Petco Foundation makes these investments (grants) to achieve our mutual objective of saving lives. Our support is generally not restricted to a specific program but instead supportive of any purpose that achieves that goal. And while you can use the funds for any lifesaving purpose, our preference is for recognition to be associated with pet adoption, transports or foster care.

Recognition:

• Are you willing to work with the Petco Foundation, Petco, and any other corporate partner or organization designated by the Petco Foundation to recognize and promote this award?
• If granted, please describe how you will recognize this award from the Petco Foundation:

   We will provide a toolkit for recommended recognition such as a press release, social post, etc. and we ask that you provide us with any OTHER ways you might recognize an investment made in your organization in the text box provided.

Relationship:

• Describe your relationship with the Petco Foundation and/or Petco stores, if applicable.

Although having a relationship with Petco stores is not required in order to receive a grant investment, it is strongly encouraged.

DOCUMENTS & ATTACHMENTS

Submission of your request requires the following documents be uploaded in this section. Click the headings for uploading instructions. Please read the documents required information carefully as failure to upload required documents will result in your application being denied.

Documents Required: Certain financial documents must be attached to this application based on the type of organization:

• Non-profit organizations:
   o IRS Form 990 excluding schedules (if you are required to file a 990)
   o If you do not file an IRS Form 990 (or file the 990 postcard), please provide financial statements or other financial information to detail your revenue and expenses.
• Municipal/Governmental agencies:
  o Animal welfare department or divisional budget (not your entire municipal budget)

Optional documents: Other documents commonly associated with requests may include capital campaign materials, sponsorship information, photos or other items. If you are a qualified organization and applying for a Lifesaving Impact Award, please upload required document here (see last page for additional information on Lifesaving Impact Awards). Please limit other documents to those critical to your request.

Document uploading instructions
To attach a document, select the blue plus sign in the circle, then “Add files”. Locate the document on your computer and double click. Please select the appropriate description for the document from the drop-down menu and select “Start upload”. Once the status shows 100%, close the box by selecting the “X” in the upper right-hand corner and you will see your document in the box titled “Documents”.

CERTIFICATION:
Please review all certifications carefully and have your executive officer review the grant request PRIOR to submission.

• I certify that the leader of the organization (CEO/Executive Director/President or similar title) has reviewed this application and the accompanying Annual Partnership Report that is a part of this application.
• I certify that I am an officer or authorized representative of the organization submitting this application and that all information on this grant application is true and correct in all material respects.
• I agree that any funds granted will be utilized specifically to accomplish lifesaving objectives.
• I agree on behalf of the organization that as a partner of the Petco Foundation any public messaging that includes information about the Petco Foundation shall promote a positive message about helping animals and saving lives.
• I agree on behalf of the organization that its representatives shall not disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm the Petco Foundation or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Petco Foundation.
• I certify and agree that any and all information submitted is not considered confidential, will become the property of the Petco Foundation, and that the Petco Foundation may use such information as it deems appropriate in its sole discretion.
• If you cannot agree to these conditions, you may not submit this grant application.

Submitting your application
After you select “Save” at the bottom, the “Submit” button will appear and you will have the option to “Submit” your request. It is very important to assure that you have submitted the application when finished. You will receive a submission verification email from our Partner Portal. If you did not receive the email, please check your spam folder. Also, you may check your application status from the menu, under REQUESTS. If your request is found under “Pending Requests”, it has not been submitted. Every year we have a few applications that are saved in our system, but not submitted. Unfortunately, these applications will NOT be reviewed or considered for funding.

Questions may be referred to: petcofoundation@petcofoundation.org
LIFESAVING IMPACT AWARD REQUIREMENTS

If your organization serves a significant number of animals (at least 2,500 annual intake), you may apply for a lifesaving impact award. Lifesaving impact awards are grants of $100,000 or more and/or multi-year awards. Lifesaving impact awards are very limited and the process to request such award is more extensive. The amount of such award that your organization is seeking should be directly related to the number of animals that your organization serves, the percentage impact that our investment will make on your lifesaving efforts and many other factors.

Finalists for lifesaving impact awards may be required to submit additional information to the Foundation or participate in interviews prior to a decision being rendered. Lifesaving impact awards may be submitted for any purpose provided that your lifesaving impact award is expected to result in an increase in your lifesaving percentage or other significant positive impact for the animals of your community.

Lifesaving impact awards requests may be submitted for any lifesaving purpose. With a request for a lifesaving impact award you are required to submit a detailed plan to increase the lifesaving rate in your community, and describe how our investment will assist in such efforts.

You plan should describe your organization’s overall programs and why you are seeking an award. Your plan should also provide the history of your organization’s efforts to save animals, the current state of animal welfare in your community, the purpose for our investment, and how this investment will increase your future lifesaving efforts, including your specific goals and strategies.

Summary — you may apply for a lifesaving impact award if you:

- Are eligible to apply for funding based on the QUALIFICATIONS section at the beginning of this document
- Have an intake of at least 2,500 animals annually
- Have a detailed plan including the history and future of your organization & community’s lifesaving progress
Staff Report

Subject: Tax Refund
Author: Neal Groover
Department: Tax Assessor
Meeting Date: July 20, 2021
Item Description: Tax refund

Summary Recommendation:
Tax Assessor office refunded up to 3 years as allow by law. Present Commissioner with information. This item was postponed at the August 3, 2021 commission meeting.

Executive Summary/Background:
- Tax Assessor office had incorrect acreage by 2 acres on parcel since 2006.
- Tax Assessor office refunded years 2018, 2019, 2020 and corrected acreage for 2021

Alternatives for Commission to Consider
1. Do not approve refund past 2018
2. Approve refund back to 2006

Recommended Alternative: 1

Other Alternatives: 2

Department Review:
Tax Assessor, County Commissioners

Attachments:
1. Tax Refund Request information
## ATTACHMENT TO TAX REFUND REQUEST

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<th>Amount Tax Paid</th>
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<tr>
<td>11/3/17</td>
<td>$1,067.23</td>
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</tr>
</tbody>
</table>
Tax Refund Request

Please review the Effingham County Ad Valorem Tax Refund Policy carefully. All taxes on the parcel in question must be paid in full prior to making a refund request. Refund request must be made within three (3) years of the tax payment. This form must be completely filled out.

Tax Payer Name: JACQUELINE SKAY, TRUSTEE, JACQUELINE SKAY REVOCABLE TRUST
Mailing Address: 1423 WESTWOOD PLACE
                     ESCONDIDO CA 92026

Parcel Information (Information on parcel(s) to which refund is requested)

Parcel ID# (PIN#): 0277A043 Taxes Paid Date: See Attached
Amount Tax Due:
Amount Tax Paid:

Physical Address of Parcel: 105 KUWE TRAIL, GUYTON, GA

Summary Statement (Please provide factual or legal error which have resulted in erroneous or illegal taxation)

I PURCHASED ABOVE REFERENCED PROPERTY IN 2006. I HAVE BEEN TAXED ON, AND HAVE PAID TAXES ON 7.88 ACRES. I HAD NO REASON TO BELIEVE, OR EVEN SUSPECT, THAT THE BILLS WERE INCORRECT UNTIL THERE WAS SOME QUESTION DURING THE PROCESS OF SALE AND THEN I RECEIVED A REVISED TAX STATEMENT FOR 5.88 ACRES.

I would like to Request a Conference/Hearing with:

☒ Board of Commissioners

Was the property appealed to:
☐ Board of Equalization ☐ Board of Assessors ☐ Superior Court
Result:

Tax Payer Signature: SKAY Date: 7/9/2021

Please attach any additional information that you believe would be helpful to this Request Form and submit by mail or hand delivery to the Clerk of the Effingham County Board of Commissioners at the address listed below.

Request form shall be mailed to:
Effingham County Board of Commissioners
County Clerk
601 North Laurel Street
Springfield, GA 31329
Summary Recommendation:
Staff is requesting approval of a resolution for a call for referendum regarding the reimposition of the countywide SPLOST. This item was postponed at the August 3, 2021 commission meeting.

Executive Summary:
Effingham County intends to put the SPLOST renewal on the November ballot:
- The current 2017 SPLOST expires in June 2022 and lasted 5 years.
- The SPLOST is intended to last for 6 years.
- The SPLOST will include 20% of collections allocated for Countywide projects. The remaining 80% would be allocated by population with the 3 municipalities and the county determined by the 2020 census.
- This also includes the ability of the county to bond up to $16 million for SPLOST projects
- The estimated total proceeds of the SPLOST are $80 million

Background:
Once approved by Board of Commissioners, the Call for Referendum Resolution to be approved at the August 3rd Board of Commissioners Meeting. Then it would be sent to County Elections Supervisor for inclusion on the November Ballot.

Alternatives for Commission to Consider:
1. Approve a resolution for a call for referendum Regarding the reimposition of the countywide SPLOST
2. Do not approve a resolution for a call for referendum Regarding the reimposition of the countywide SPLOST
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative# 1

Other Alternatives: N/A

Department Review: Administration/County Attorney

Funding Source: None.

Attachments:
1. Call for Referendum
RESOLUTION NO. ____
RESOLUTION CALLING FOR AN ELECTION TO REIMPOSE A COUNTY SPECIAL PURPOSE LOCAL OPTION SALES TAX

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA REIMPOSING A COUNTY ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT IN CONJUNCTION THEREWITH; REQUESTING THE ELECTION SUPERINTENDENT TO CALL FOR ELECTION OF THE VOTERS OF EFFINGHAM COUNTY TO APPROVE THE REIMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF THE BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Act”) authorizes the imposition of a one percent county special purpose local option sales and use tax (“SPLOST”) for the purpose of financing certain capital outlay projects to be owned or operated by the County and one or more Municipalities which include those set forth herein and retiring certain general obligation debt; and

WHEREAS, the authority to levy the SPLOST for the purpose of funding capital outlay projects in Effingham County and the Cities of Guyton, Rincon, and Springfield (collectively, the “Municipalities”) will expire in 2022, unless continued as provided by the provisions of O.C.G.A. §§ 48-8-110 et seq.; and

WHEREAS, subject to referendum and approval of the voters of Effingham County, the provisions of O.C.G.A. §§ 48-8-110 et seq. authorize Effingham County to continue to levy and collect the SPLOST for the purposes of funding capital outlay projects; and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the citizens of Effingham County that a SPLOST be reimposed in a special district within the County to raise approximately $80,000,000.00 for the purpose of funding capital outlay projects as described herein below (“Projects”); and
WHEREAS, it is necessary to submit to the qualified voters of the County the question of whether or not the SPLOST should be reimposed; and

WHEREAS, pursuant to written notice (the “Notice”) to the governing authorities of the Municipalities and in accordance with the provisions of O.C.G.A. §§ 48-8-110 et seq. requiring that said notice be delivered or mailed at least 10 days prior to the date of the meeting, the Board of Commissioners met on May 18, 2021, with designated representatives of the Municipalities to discuss continuation of the SPLOST, distribution of the proceeds thereof, and the possible capital outlay projects to be funded therewith; and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

WHEREAS, the County entered into an intergovernmental agreement with the Municipalities with an effective date of August 17, 2021 regarding the reimposition of SPLOST (the “Intergovernmental Agreement”); and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Effingham County as follows:

A. **Reimposition of SPLOST.** Assuming the question of reimposing the SPLOST is approved by a majority of the voters of the County voting in the election hereinafter referred to, the SPLOST shall be reimposed for the term, purposes and estimated costs as follows:

1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and uses in the special district is hereby authorized to be levied and collected as provided in the Act, commencing upon the expiration of the existing tax, and continuing for a period of six years (24 calendar quarters).

2. The proceeds of the SPLOST are to be used to fund the Projects, and/or repayment of any debt or other obligations associated with any of said Projects. The Projects consist of the “County Projects” and the “Municipal Projects.” The County Projects consist of certain County-Wide Projects” and certain “Other County Projects” as described below. The County Projects, the Municipal Projects, and the estimated costs of each are set forth below:

   County-Wide Projects are set forth on Exhibit “A” attached hereto, and have a total estimated costs of $16,000,000.00.

   Other County Projects are set forth on Exhibit “B” attached hereto, and have a total estimated cost of $47,622,400.00.

   Municipal Projects for the City of Guyton are set forth on Exhibit “C” attached hereto, and have a total estimated cost of $2,060,800.00.
Municipal Projects for the City of Rincon are set forth on Exhibit “D” attached hereto, and have a total estimated cost of $10,822,400.00.

Municipal Projects for the City of Springfield are set forth on Exhibit “E” attached hereto, and have a total estimated cost of $3,494,400.00.

TOTAL: ..............................................................................$80,000,000.00

3. Each of the Projects may include the acquisition of land, equipment, technology, vehicles, construction and renovation of facilities, and other capital costs related to such Project.

4. The costs of the Projects set forth above are estimates based upon the estimated SPLOST collections and the needs of the County and the Municipalities at the time the Projects were agreed upon. The actual SPLOST collection may vary from the estimated amounts and the needs of the County and/or Municipalities may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and each of the Municipalities have the sole right to determine how much it will spend on Municipal Projects. The County and the Municipalities are not required to spend the amounts set forth above for the Projects if the Projects can be completed for a lesser amount or the actual SPLOST collections are less than estimated (and in the latter case, neither the County nor the Municipalities are required to (a) apply money from their respective General Funds to complete the Projects or (b) fund the Projects with future Sales and Use Tax collections). Furthermore, the County and the Municipalities may spend more than the amounts set forth above for the Projects. Notwithstanding the foregoing, a Project may not be abandoned in its entirety unless the parties agree and the provisions of the SPLOST Act are satisfied.

5. The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the Municipalities may fund the Municipal Projects in any order or priority they may deem necessary or convenient.

B. **General Obligation Debt.**

1. Assuming the question of reimposing the SPLOST is approved by a majority of the qualified voters of the County voting in the election hereinafter referred to, the County is hereby authorized to issue its general obligation debt (the “Debt”) in conjunction with the SPLOST, in a maximum aggregate principal amount of $16,000,000.00. The proceeds of the Debt, if issued, shall be used to pay a portion of the costs of County-Wide Projects and the costs of issuing the Debt. The Debt shall bear interest from the first day of the month during which the Debt is issued or from such other date as may be designated by the County prior to the issuance of the Debt, at a rate or rates to be determined in a supplemental resolution or resolutions to be adopted by the County prior to the issuance of the Debt. The maximum interest rate or rates which such Debt is to bear is five percent (5%) per annum. The amount of principal to be paid in each year
during the life of the Debt (maximum amounts that assume the full $16,000,000.00 is issued) shall be as set forth below:

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<thead>
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<th>Principal Amount</th>
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<td>$2,490,000.00</td>
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<tr>
<td>2024</td>
<td>$2,595,000.00</td>
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<td>2025</td>
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<tr>
<td>2026</td>
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<tr>
<td>2027</td>
<td>$2,755,000.00</td>
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<tr>
<td>2028</td>
<td>$2,810,000.00</td>
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</tbody>
</table>

TOTAL: $16,000,000.00

2. The Debt may be issued in one or more separate issuances or series. Proceeds of the SPLOST will be used first for the payment of the Debt, if issued, and the portion of the proceeds of the SPLOST not used for the payment of the Debt will be used to pay the costs of Projects not funded with the Debt.

3. The proceeds of the Debt shall be deposited by the County in separate funds or accounts as specified by separate resolution of the Board of Commissioners. The County waives the performance audit or performance review requirement provided in O.C.G.A. Sec. 36-82-100 and no performance audit or performance review in respect to the Debt, as such terms are defined in O.C.G.A. Sec. 36-82-100, other than fulfillment of the requirements of O.C.G.A. Sec. 48-8-121.

4. Any brochures, listings, or other advertisements heretofore or hereafter issued by the Board of Commissioners or by any other person, firm, corporation, or association with the knowledge and consent of the Board of Commissioners shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the Debt, and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such Debt or interest received from the investment of the proceeds of such Debt to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.

C. Distribution of Proceeds of the SPLOST.

Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing, installing, and financing the County-Wide Projects and the County and Cities capital outlay projects listed below.

The County, following each monthly deposit of the SPLOST proceeds in the SPLOST Fund, shall deposit $222,214.82 of the monthly SPLOST proceeds received into a subaccount of the County to pay the cost of the County-Wide Projects or Debt Service on the County-Wide
Projects up to $16,000,000.00, and shall disburse to each Municipality its prorata allocation of the remaining monthly SPLOST proceeds received, within thirty (30) days of the County’s receipt of such SPLOST proceeds. The County shall expend the monies in such sub-account to construct and install the County-Wide Projects. The proceeds received by each Municipality shall be deposited in the separate funds established by each Municipality in accordance with the Intergovernmental Agreement signed by the County and Municipalities. The County and the Municipalities shall receive a prorata allocation of the remaining SPLOST proceeds on a monthly basis as shown below. The net remaining SPLOST proceeds are estimated to be $64,000,000.00 over the six (6) year period.

<table>
<thead>
<tr>
<th>Project County/Municipality</th>
<th>Estimated Cost</th>
<th>Pro rata %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effingham County (excluding the County-Wide Projects)</td>
<td>$47,622,400.00</td>
<td>74.41%</td>
</tr>
<tr>
<td>City of Rincon</td>
<td>$10,822,400.00</td>
<td>16.91%</td>
</tr>
<tr>
<td>City of Springfield</td>
<td>$3,494,400.00</td>
<td>5.46%</td>
</tr>
<tr>
<td>City of Guyton</td>
<td>$2,060,800.00</td>
<td>3.22%</td>
</tr>
<tr>
<td></td>
<td>$64,000,000.00</td>
<td>100%</td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing, once the County has deposited the aggregate amount of $16,000,000.00 (the total estimated cost and finance costs of the County-Wide Projects) into the sub-account for the payment of the cost of the County-Wide Projects, the County shall make no further deposits of SPLOST proceeds into such sub-account. As among the County-Wide Projects, the County may allocate excess proceeds not needed for a particular County-Wide Project to one or more other County-Wide Projects as determined by the County. In the event that the final, actual aggregate cost of the County-Wide Projects is less than $16,000,000.00, any excess proceeds in such sub-account shall be disbursed in the same manner as the remaining SPLOST proceeds are to be disbursed as set forth above.

The County and Municipalities percentage share shall be adjusted when the 2020 Census numbers are calculated and formally released by the United States Census Bureau and as stated in the Intergovernmental Agreement signed by the County and Municipalities.

No project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

D. **Call for the Election; Ballot Form; Notice.**

1. The Board of Elections and Registration of Effingham County by its Director of Elections and Registration is hereby requested to call an election in all voting precincts in the County on the 2nd day of November 2021, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2 below.
2. The ballots to be used in the election shall have written of printed thereon substantially the following:

```
( ) YES
( ) NO
```

1% SPLOST ELECTION

Shall a special one percent sales and use tax be reimposed in the special district of Effingham County for a period of time not to exceed six years and for the raising of an estimated amount of $80,000,000.00 for the purpose of funding (1) public buildings capital outlay projects, recreation capital outlay projects, roads, streets, and bridges capital outlay projects, vehicles and equipment capital outlay projects, drainage capital outlay projects, technology capital outlay projects and water and sewer capital outlay projects for Effingham County; (2) water and sewer capital outlay projects, streets and lanes capital outlay projects, public safety capital outlay projects and public safety vehicles, recreation capital outlay projects, and technology capital outlay projects for the City of Guyton; (3) water and sewer capital outlay projects, fire capital outlay projects, police capital outlay projects, streets and drainage capital outlay projects, recreation capital outlay projects, and public buildings capital outlay projects for the City of Rincon; and (4) water and sewer capital outlay projects, parks and recreation capital outlay projects roads, public safety capital outlay projects, streets and drainage capital outlay projects and city buildings capital outlay projects for the City of Springfield?

If reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Effingham County, Georgia in the principal amount of $16,000,000.00 for the purposes of funding all or a portion of any of the County-Wide Projects.”

3. It is hereby requested that the election be held by the Board of Elections and Registration of Effingham County in accordance with the election laws of the State of Georgia. It is hereby further requested that the Board of Elections and Registration of Effingham County and its Director of Elections and Registration canvass the returns and declare the result of the election and certify the result to the Secretary of State and to the state Commissioner of Revenue.

4. The Board of Elections and Registration of Effingham County and its Director of Elections and Registration are hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which Sheriff’s advertisements for the County are published once a week for five weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit “F”.

Page 6 of 7
5. The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the Resolution to the Director of Elections and Registration of Effingham County, with a request that the Director of Elections and Registration of Effingham County issue the call for an election.

6. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the reimposition of SPLOST and the authorization of Debt.

7. The Resolution shall take effect immediately upon its adoption.

       SO ADOPTED THIS ____ DAY OF AUGUST, 2021.

BOARD OF COMMISSIONERS OF EFFINGHAM , COUNTY, GEORGIA

______________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:

______________________________
STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]
NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF EFFINGHAM COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that on the 2nd day of November, 2021, an election will be held at the regular polling places in all the election districts of Effingham County, Georgia (“the County”), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a one percent county special purpose local option sales and use tax (the “SPLOST”) shall be reimposed on all sales and uses in the special district created in the County for a period of six years for the raising of approximately $80,000,000.00 for the purpose of funding capital outlay projects (“the Projects”) specified in the form of the ballot set forth below.

If reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the County secured by the SPLOST in the maximum aggregate principal amount not to exceed $16,000,000.00 (“the Debt”). The proceeds of the Debt, if issued, shall be used to pay the costs of one or more of the Projects and the costs of issuing the Debt. The Debt shall bear interest from the first day of the month during which the Debt is issued or from such other date as may be designated by the County prior to the issuance of the Debt, at a rate or rates to be determined in a supplemental resolution or resolutions to be adopted by the County prior to the issuance of the Debt. The maximum interest rate or rates which such Debt is to bear is five percent (5%) per annum. The amount of principal to be paid in each year during the life of the Debt (maximum amounts that assume the full $16,000,000.00 is issued) shall be as set forth below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>$2,490,000.00</td>
</tr>
<tr>
<td>2024</td>
<td>$2,595,000.00</td>
</tr>
<tr>
<td>2025</td>
<td>$2,650,000.00</td>
</tr>
<tr>
<td>2026</td>
<td>$2,700,000.00</td>
</tr>
<tr>
<td>2027</td>
<td>$2,755,000.00</td>
</tr>
<tr>
<td>2028</td>
<td>$2,810,000.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$16,000,000.00</td>
</tr>
</tbody>
</table>

The Debt may be issued in one or more separate issuances or series. Proceeds of the SPLOST will be used first for the payment of the Debt, if issued, and the portion of the proceeds of the SPLOST not used for the payment of the Debt will be used to pay the costs of Projects not funded with the Debt.
The proceeds of the Debt shall be deposited by the County in separate funds or accounts as specified by separate resolution of the Board of Commissioners. The County waives the performance audit or performance review requirement provided in O.C.G.A. Sec. 36-82-100 and no performance audit or performance review in respect to the Debt, as such terms are defined in O.C.G.A. Sec. 36-82-100, other than fulfillment of the requirements of O.C.G.A. Sec. 48-8-121.

Any brochures, listings, or other advertisements heretofore or hereafter issued by the Board of Commissioners or by any other person, firm, corporation, or association with the knowledge and consent of the Board of Commissioners shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the Debt, and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such Debt or interest received from the investment of the proceeds of such Debt to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.

Voters desiring to vote for the reimposition of the SPLOST shall do so by voting “YES” and voters desiring to vote against the reimposition of the SPLOST shall do so by voting “NO”, as to the question propounded as follows:

“ ( ) YES
( ) NO

1% SPLOST ELECTION

Shall a special one percent sales and use tax be reimposed in the special district of Effingham County for a period of time not to exceed six years and for the raising of an estimated amount of $80,000,000.00 for the purpose of funding (1) public buildings capital outlay projects, recreation capital outlay projects, roads, streets, and bridges capital outlay projects, vehicles and equipment capital outlay projects, drainage capital outlay projects, technology capital outlay projects and water and sewer capital outlay projects for Effingham County; (2) water and sewer capital outlay projects, streets and lanes capital outlay projects, public safety capital outlay projects and public safety vehicles, recreation capital outlay projects, and technology capital outlay projects for the City of Guyton; (3) water and sewer capital outlay projects, fire capital outlay projects, police capital outlay projects, streets and drainage capital outlay projects, recreation capital outlay projects, and public buildings capital outlay projects for the City of Rincon; and (4) water and sewer capital outlay projects, parks and recreation capital outlay projects roads, public safety capital outlay projects, streets and drainage capital outlay projects and city buildings capital outlay projects for the City of Springfield?

If reimposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Effingham County, Georgia in the principal amount of $16,000,000.00 for the purposes of funding all or a portion of any of the County-Wide Projects.”
The several places for holding said election shall be at the regular and established voting precincts of Effingham County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on November 2, 2021, the date fixed for the election. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

The last day to register to vote in this election is October 4, 2021.

Those residents of Effingham County qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.
Staff Report

Subject: 2021 Millage Rates
Author: Christy Carpenter, Finance Director
Department: Finance, Tax Assessor, Tax Commissioner
Meeting Date: 08/03/2020
Item Description: Public Hearing on the Millage, Approve the Resolution to Levy and approval of the PT32 and PT35 forms for submission of millage to the State

Summary Recommendation:
Staff recommends approval of the Resolution to Levy taxes, approval of the proposed millage rates, and approval of the PT32 and PT35 forms for submission to the State.

Executive Summary/Background:
Each Year the Board of Commissioners is required to adopt a millage for the county. The millage process is set by the Georgia Department of Revenue. This action requires the Board of Commissioners to set a millage rate for the County and the Hospital Authority. The County also adopts a millage on behalf of the Industrial Development Authority, and the Board of Education.

1. Effingham County may formally set and adopt the millage once the Board of Education’s millage rate is received.
2. The process steps are governed based upon the county’s election to increase or not increase the millage rate.
3. Attached are the documents related to the filing requirements PT32, PT35, the Millage Resolution which includes declaring the county’s intent of use for the insurance proceeds from the State.

Alternatives for Commission to Consider:
1. Approve the County developing a millage for the unincorporated residents, the Resolution to Levy Taxes, and the PT32 and PT35 forms for submission to the State.
2. Provide Staff with direction.

Recommended Alternative:
Staff recommends approval – Alternative #1 - Approve the County developing a millage for the unincorporated residents, the Resolution to Levy Taxes, and the PT32 and PT35 forms for submission to the State.
Other Alternatives:  
N/a

Department Review: *(list departments)*  
Finance, Tax Assessor, Tax Commissioner

Funding Source:  
None required existing software and staff preparation time are already accounted for in the budget.

Attachments:  
1. Resolution to Levy the 2021 Taxes  
2. PT 35 – County Millage Rate Certification  
3. PT 32.1 – Computation of Millage Rate Rollback & Percentage Increase  
4. 2021 Tax Digest & 5-year history.  
5. Insurance Premium & Local Option Sales Taxes Proceeds for 2021 Millage Adjustment
Staff Report

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Department Review: (list departments)  
Finance, Tax Assessor, Tax Commissioner  

Funding Source:  
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Attachments:  
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4. 2021 Tax Digest & 5-year history.  
5. Insurance Premium & Local Option Sales Taxes Proceeds for 2021 Millage Adjustment
RESOLUTION TO LEVY THE 2021 TAXES
STATE OF GEORGIA
COUNTY OF EFFINGHAM

A resolution to provide the adoption of the 2021 Tax Levy for the Government of Effingham County, Georgia

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that the 2021 Tax Levy for the County Government of Effingham County, Georgia, is hereby adopted as follows:

1. For County Government Purposes 7.337
2. To provide medical care and hospitalization for the indigent, sick, and others entitled to the services of county hospital 1.600
3. For the industrial authority 2.000
4. To pay for the support and the maintenance of education 15.810
5. State of Georgia 0.000
6. County Public Works, Roads 1.250
7. County Recreation 0.650
8. County Parks 0.100

Total for the County, Hospital, Industrial Authority, State of Georgia and Public Works, Roads, Recreation, and Rincon – Ft Howard Roundabout 28.747

**The insurance premium refund of $ 2,853,803.51 is to be used for fire protection in the Fire fund as directed by the approved 2021-2022 fiscal year budget.

Adopted by the Effingham County Board of Commissioners, this______ day of August, 2021

Wesley M. Corbitt, Chairman

________________________________________________________________________

Attest:
Stephanie D. Johnson, County Clerk

________________________________________________________________________
<table>
<thead>
<tr>
<th>District Number</th>
<th>District Name</th>
<th>2,3,4</th>
<th>1</th>
<th>1,2,3,4</th>
<th>1,2,4</th>
<th>1</th>
<th>CID/BID:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Inc,</td>
<td>Uninc,</td>
<td>School</td>
<td>Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Special</td>
<td>District Falls In</td>
<td>District Falls In</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DistRICT FAllS In</td>
<td>Distributed FAllS In</td>
<td>Distributed FAllS In</td>
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<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td>Area</td>
<td>Area</td>
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<td></td>
</tr>
<tr>
<td>2,3,4</td>
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<td>10.833</td>
<td>3.496</td>
<td>7.337</td>
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<td>7.337</td>
</tr>
<tr>
<td>1</td>
<td>Unincorporated</td>
<td>X</td>
<td>10.833</td>
<td>3.496</td>
<td>7.337</td>
<td>0.000</td>
<td>7.337</td>
</tr>
<tr>
<td>1,2,3,4</td>
<td>School</td>
<td>X</td>
<td>X</td>
<td>15.810</td>
<td>15.810</td>
<td>0.000</td>
<td>15.810</td>
</tr>
<tr>
<td>1,2,3,4</td>
<td>Hospital</td>
<td>X</td>
<td>X</td>
<td>1.600</td>
<td>1.600</td>
<td>0.000</td>
<td>1.600</td>
</tr>
<tr>
<td>1,2,3,4</td>
<td>IDA</td>
<td>X</td>
<td>X</td>
<td>2.000</td>
<td>2.000</td>
<td>0.000</td>
<td>2.000</td>
</tr>
<tr>
<td>1</td>
<td>Public Works, Roads</td>
<td>X</td>
<td>1.250</td>
<td>1.250</td>
<td>0.000</td>
<td>0.000</td>
<td>1.250</td>
</tr>
<tr>
<td>1,2,4</td>
<td>Recreation</td>
<td>X</td>
<td>X</td>
<td>0.650</td>
<td>0.650</td>
<td>0.000</td>
<td>0.650</td>
</tr>
<tr>
<td>1</td>
<td>Parks</td>
<td>X</td>
<td>0.100</td>
<td>0.100</td>
<td>0.000</td>
<td>0.000</td>
<td>0.100</td>
</tr>
</tbody>
</table>

List Special Service Districts:

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2021

Date
Chairman, Board of County Commissioners

Please provide a copy of this form to your county’s Clerk of Superior Court.

http://www.dor.ga.gov
### COUNTY: Effingham  
### TAXING JURISDICTION:  2021 IDA

#### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2020 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2021 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real</td>
<td>2,096,396,248</td>
<td>85,192,260</td>
<td>94,275,674</td>
<td>2,280,581,190</td>
</tr>
<tr>
<td>Personal</td>
<td>166,601,727</td>
<td></td>
<td>53,946,700</td>
<td>220,548,427</td>
</tr>
<tr>
<td>Motor Vehicles</td>
<td>31,229,400</td>
<td>(-4,604,130)</td>
<td>26,625,270</td>
<td></td>
</tr>
<tr>
<td>Mobile Homes</td>
<td>22,170,857</td>
<td>(157,590)</td>
<td>22,013,267</td>
<td></td>
</tr>
<tr>
<td>Timber - 100%</td>
<td>10,787,245</td>
<td>(535,796)</td>
<td>10,251,449</td>
<td></td>
</tr>
<tr>
<td>Heavy Duty Equip</td>
<td>618,452</td>
<td></td>
<td>692,787</td>
<td></td>
</tr>
<tr>
<td>Gross Digest</td>
<td>2,327,803,929</td>
<td>85,192,260</td>
<td>147,716,201</td>
<td>2,560,712,390</td>
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<tr>
<td>Exemptions</td>
<td>306,421,417</td>
<td>29,562,054</td>
<td>371,152,938</td>
<td></td>
</tr>
<tr>
<td>Net Digest</td>
<td>2,021,382,512</td>
<td>55,630,206</td>
<td>112,546,734</td>
<td>2,189,559,452</td>
</tr>
</tbody>
</table>

**2020 MILLAGE RATE:** 2.000  
**2021 MILLAGE RATE:** 2.000

#### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Net Digest</td>
<td>PYD</td>
<td>2,021,382,512</td>
<td></td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>55,630,206</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>112,546,734</td>
<td></td>
</tr>
<tr>
<td>2021 Net Digest</td>
<td>CYD</td>
<td>2,189,559,452</td>
<td></td>
</tr>
</tbody>
</table>

**2020 Millage Rate:** 2.000  
**Rollback Millage Rate for 2020:** 1.949  
**RR - ROLLBACK RATE:** 1.949  
**PYM - ME:** 1.949

#### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

<table>
<thead>
<tr>
<th>Rollback Millage Rate for 2020</th>
<th>2.000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage Tax Increase</td>
<td>2.62%</td>
</tr>
</tbody>
</table>

#### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

---------------------------------------------
Chairman, Board of Tax Assessors     Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

---------------------------------------------
Tax Collector or Tax Commissioner   Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is ____________

#### CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

- If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published “five year history and current digest” advertisement and the “Notice of Intent to Increase Taxes” showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

- If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required “five year history and current digest” advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.
### PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021

#### Effingham 2021 Public Works/Roads

**COUNTY:** Effingham  
**TAXING JURISDICTION:** 2021 Public Works/Roads

### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2020 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2021 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>1,690,246,320</td>
<td>46,210,879</td>
<td>77,965,186</td>
<td>1,837,715,415</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>151,480,263</td>
<td></td>
<td>44,805,241</td>
<td>196,285,504</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>27,493,220</td>
<td></td>
<td>(4,210,540)</td>
<td>23,282,680</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>20,510,004</td>
<td></td>
<td>795,283</td>
<td>21,305,287</td>
</tr>
<tr>
<td>TIMBER - 100%</td>
<td>10,523,769</td>
<td></td>
<td>(496,168)</td>
<td>10,027,601</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>618,452</td>
<td></td>
<td></td>
<td>692,787</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>1,900,872,028</td>
<td>68,250,879</td>
<td>120,186,367</td>
<td>2,089,309,274</td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>278,527,894</td>
<td></td>
<td>36,155,809</td>
<td>337,875,673</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>1,622,344,134</td>
<td>45,055,369</td>
<td>84,030,558</td>
<td>1,751,430,601</td>
</tr>
</tbody>
</table>

### 2020 MILLAGE RATE: 0.822  
### 2021 MILLAGE RATE: 1.250

#### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Net Digest</td>
<td>PYD</td>
<td>1,622,344,134</td>
<td></td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>45,055,369</td>
<td></td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>84,030,558</td>
<td></td>
</tr>
<tr>
<td>2021 Net Digest</td>
<td>CYD</td>
<td>1,751,430,601</td>
<td>(PYD+RVA+NAG)</td>
</tr>
</tbody>
</table>

### 2020 Millage Rate | PYM | 0.822 | PYM |
| Millage Equivalent of Reassessed Value Added | ME | 0.021 | (RVA/CYD) * PYM |
| Rollback Millage Rate for 2020 | RR - ROLLBACK RATE | 0.801 | PYM - ME |

#### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

### PERCENTAGE INCREASE IN PROPERTY TAXES

Rollback Millage Rate 0.801  
2021 Millage Rate 1.250  
Percentage Tax Increase 56.05%

#### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is ___________.

### CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" at the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

I hereby certify that the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party  
Title  
Date
**PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021**

**COUNTY:** Effingham  
**TAXING JURISDICTION:** Parks

### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2020 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2021 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>1,690,246,320</td>
<td>68,250,879</td>
<td>79,218,216</td>
<td>1,837,715,415</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>151,480,263</td>
<td></td>
<td>44,805,241</td>
<td>196,285,504</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>27,493,220</td>
<td></td>
<td>(4,210,540)</td>
<td>23,282,680</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>20,510,004</td>
<td></td>
<td>196,285,504</td>
<td>23,282,680</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,523,769</td>
<td></td>
<td>(496,168)</td>
<td>10,027,601</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>618,452</td>
<td></td>
<td>23,282,680</td>
<td>692,787</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>1,900,872,028</td>
<td>68,250,879</td>
<td>120,186,367</td>
<td>2,089,309,274</td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>278,527,894</td>
<td></td>
<td>36,155,809</td>
<td>337,878,673</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>1,622,344,134</td>
<td>45,055,909</td>
<td>84,030,558</td>
<td>1,751,430,601</td>
</tr>
</tbody>
</table>

**2020 MILLAGE RATE:** 0.000  
**2021 MILLAGE RATE:** 0.100

### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Net Digest</td>
<td>PYD</td>
<td>1,622,344,134</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>45,055,909</td>
<td>(RVA/CYD) * PYM</td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>84,030,558</td>
<td>PYM - ME</td>
</tr>
<tr>
<td>2021 Net Digest</td>
<td>CYD</td>
<td>1,751,430,601</td>
<td>(PYD=RVA+NAG)</td>
</tr>
</tbody>
</table>

### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

| Rollback Millage Rate | 0.000 |
| 2021 Millage Rate | 0.100 |

| Percentage Tax Increase | 0.00% |

### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

-----------------------------------------------
Chairman, Board of Tax Assessors  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

-----------------------------------------------
Tax Collector or Tax Commissioner  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2021 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2021 is 

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the “Notice of Intent to Increase Taxes” showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.
## Effingham 2021 County Wide

### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2020 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2021 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL</td>
<td>2,096,396,248</td>
<td>85,192,260</td>
<td>94,275,674</td>
<td>2,280,581,190</td>
</tr>
<tr>
<td>PERSONAL</td>
<td>166,601,727</td>
<td></td>
<td>53,946,700</td>
<td>220,548,427</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>31,229,400</td>
<td></td>
<td>(4,604,130)</td>
<td>26,625,270</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>22,170,857</td>
<td></td>
<td>(157,990)</td>
<td>22,013,267</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,787,245</td>
<td></td>
<td>(535,796)</td>
<td>10,251,449</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>618,452</td>
<td></td>
<td></td>
<td>692,787</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,327,803,929</td>
<td>85,192,260</td>
<td>147,716,201</td>
<td>2,560,712,390</td>
</tr>
<tr>
<td>EXEMPTIONS</td>
<td>306,421,417</td>
<td>29,562,054</td>
<td>35,169,467</td>
<td>371,152,938</td>
</tr>
<tr>
<td>NET DIGEST</td>
<td>2,021,382,512</td>
<td>55,630,206</td>
<td>112,546,734</td>
<td>2,189,559,452</td>
</tr>
</tbody>
</table>

### 2020 MILLAGE RATE: 7.528  2021 MILLAGE RATE: 7.337

### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
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<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Net Digest</td>
<td>PYD</td>
<td>2,021,382,512</td>
<td>PYM</td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>55,630,206</td>
<td>(RVA/CYD) * PYM</td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>112,546,734</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>2021 Net Digest</td>
<td>CYD</td>
<td>2,189,559,452</td>
<td>CYD</td>
</tr>
</tbody>
</table>

### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

| Rollback Millage Rate | 7.337 |
| 2021 Millage Rate     | 7.337 |
| Percentage Increase    | 0.00% |

### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is ___________

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published “five year history and current digest” advertisement and the “Notice of Intent to Increase Taxes” in the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required “five year history and current digest” advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.
### Effingham 2021 Hospital

#### ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

<table>
<thead>
<tr>
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<th>2020 DIGEST</th>
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<tbody>
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<td>94,275,674</td>
<td>2,280,581,190</td>
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<td>PERSONAL</td>
<td>166,601,727</td>
<td></td>
<td>53,946,700</td>
<td>220,548,427</td>
</tr>
<tr>
<td>MOTOR VEHICLES</td>
<td>31,229,406</td>
<td></td>
<td>(4,604,130)</td>
<td>26,625,270</td>
</tr>
<tr>
<td>MOBILE HOMES</td>
<td>22,170,857</td>
<td></td>
<td>(157,590)</td>
<td>22,013,267</td>
</tr>
<tr>
<td>TIMBER -100%</td>
<td>10,787,245</td>
<td></td>
<td>(531,796)</td>
<td>10,251,449</td>
</tr>
<tr>
<td>HEAVY DUTY EQUIP</td>
<td>618,452</td>
<td></td>
<td></td>
<td>692,787</td>
</tr>
<tr>
<td>GROSS DIGEST</td>
<td>2,327,803,929</td>
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<td>35,169,467</td>
<td>371,536,884</td>
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<tr>
<td>NET DIGEST</td>
<td>2,021,382,512</td>
<td>55,630,206</td>
<td>112,546,734</td>
<td>2,189,559,452</td>
</tr>
</tbody>
</table>

**2020 MILLAGE RATE:** 1.710  
**2021 MILLAGE RATE:** 1.600

#### CALCULATION OF ROLLBACK RATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ABBREVIATION</th>
<th>AMOUNT</th>
<th>FORMULA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Net Digest</td>
<td>PYD</td>
<td>2,021,382,512</td>
<td>-</td>
</tr>
<tr>
<td>Net Value Added-Reassessment of Existing Real Property</td>
<td>RVA</td>
<td>55,630,206</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>Other Net Changes to Taxable Digest</td>
<td>NAG</td>
<td>112,546,734</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>2021 Net Digest</td>
<td>CYD</td>
<td>2,189,559,452</td>
<td>(PYD+RVA+NAG)</td>
</tr>
<tr>
<td>2020 Millage Rate</td>
<td>PYM</td>
<td>1.710</td>
<td>PYM</td>
</tr>
<tr>
<td>Millage Equivalent of Reassessed Value Added</td>
<td>ME</td>
<td>0.043</td>
<td>(RVA/CYD) * PYM</td>
</tr>
<tr>
<td>Rollback Millage Rate for 2020</td>
<td>RR - ROLLBACK RATE</td>
<td>1.667</td>
<td>PYM - ME</td>
</tr>
</tbody>
</table>

#### CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

| Rollback Millage Rate | 1.667 |
| 2021 Millage Rate | 1.600 |
| Percentage Tax Increase | -4.02% |

#### CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors  
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner  
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is _________

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" in the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidence by the attached copy of such advertised report.

Responsible Party  
Title  
Date
## Enter Values and Millage Rates for the Applicable Tax Years in Yellow Highlighted Boxes Below

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>2020 DIGEST</th>
<th>REASSESSMENT OF EXISTING REAL PROP</th>
<th>OTHER CHANGES TO TAXABLE DIGEST</th>
<th>2021 DIGEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REAL</strong></td>
<td>1,795,678,205</td>
<td>72,207,188</td>
<td>102,033,137</td>
<td>1,967,667,630</td>
</tr>
<tr>
<td><strong>PERSONAL</strong></td>
<td>157,922,608</td>
<td>44,407,016</td>
<td>202,329,624</td>
<td></td>
</tr>
<tr>
<td><strong>MOTOR VEHICLES</strong></td>
<td>30,283,530</td>
<td>(5,343,250)</td>
<td>24,860,300</td>
<td></td>
</tr>
<tr>
<td><strong>MOBILE HOMES</strong></td>
<td>21,092,972</td>
<td>806,363</td>
<td>21,899,335</td>
<td></td>
</tr>
<tr>
<td><strong>TIMBER -100%</strong></td>
<td>10,523,769</td>
<td>(496,168)</td>
<td>10,027,601</td>
<td></td>
</tr>
<tr>
<td><strong>HEAVY DUTY EQUIP</strong></td>
<td>648,452</td>
<td>74,335</td>
<td>692,787</td>
<td></td>
</tr>
<tr>
<td><strong>GROSS DIGEST</strong></td>
<td>2,016,039,556</td>
<td>72,207,188</td>
<td>2,227,477,277</td>
<td></td>
</tr>
<tr>
<td><strong>EXEMPTIONS</strong></td>
<td>290,781,125</td>
<td>24,970,005</td>
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### 2020 Millage Rate: 0.558

### 2021 Millage Rate: 0.650

## Calculation of Rollback Rate

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<th>ABBREVIATION</th>
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<th>FORMULA</th>
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### 2020 Millage Rate: 0.558

### 2021 Millage Rate: 0.650

### Rollback Millage Rate for 2020: 0.544

## Calculation of Percentage Increase in Property Taxes

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c)(2)

### Percentage Tax Increase: 19.49%

## Certifications

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2020 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2020 is __________.

**Check the appropriate paragraph below that applies to this taxing jurisdiction**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 does not exceed the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published “five year history and current digest” advertisement and the “Notice of Intent to Increase Taxes” in the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2020 exceeds the rollback rate, I certify that the required “five year history and current digest” advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidence by the attached copy of such advertised report.

Responsible Party

Title

Date
Showed below are the 2020 Insurance Premium and Local Option Sales Tax proceeds distributed to counties and/or boards of education. Per O.C.G.A. §48-8-91 the Local Option Sales Tax proceeds must be used to roll back the applicable 2021 county and school millage rates for the amounts shown for each applicable county and school system. The Insurance Premium Tax proceeds, per O.C.G.A. §33-8-8.3, must be used to fund one or more of the services indicated below within the unincorporated area of the county, however, if the insurance premium tax proceeds exceed the cost of the service, then the 2021 unincorporated millage rate must be rolled back for any amount not expended. Provide a memo stating the use of funds not included in the millage rate rollback OR if funds, or portion of funds, were not used for the rollback of millage, provide a memo stating where these funds were used.

The following amounts should be used when setting the levy and as part of the resolution, the amount of Insurance Premium proceeds and the particular services funded by the proceeds within the unincorporated area of the county should be included. Also include in the resolution the amount of Insurance Premium proceeds being used to rollback the unincorporated millage if any of the proceeds exceed the cost of the service.

Please contact the Local Government Services Division at 404-724-7003 if you have any questions.

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<th>County or School</th>
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<th>Local Option Sales Tax Proceeds</th>
<th>County or School</th>
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http://dor.georgia.gov
Staff Report

Subject: Governor’s Office of Planning and Budget (OPB) State Fiscal Recovery Fund
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 08-17-2021

Item Description: Consideration of approval to submit an application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Broadband Infrastructure project.

Summary Recommendation:
Staff is requesting approval to submit an application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Broadband Infrastructure project.

Executive Summary:
The State of Georgia has received direct funding through the American Rescue Plan Act (ARPA). This funding is separate from the funding that counties and cities have received.

The total American Rescue Plan allocation for the State of Georgia is $4.8 billion. The state has received $2.4 billion in its first tranche of funding.

Governor Brian Kemp established the State Jobs and Infrastructure Committees to oversee $875 million of these funds that are being made available through grants for projects related to: 1) broadband infrastructure ($300 million); 2) water/sewer infrastructure ($250 million); and 3) addressing negative economic impacts caused by COVID-19 ($325 million). State government entities, units of local government, industries and nonprofits are eligible to apply.

Background:
1. The application process is competitive.
2. Matching funds dollar-for-dollar projects are ranked higher.

Alternatives for Commission to Consider:
1. Approve to submit an application to OPB State Fiscal Recovery Fund for a Broadband Infrastructure project.
2. Do not approve to submit an application to OPB State Fiscal Recovery Fund for a Broadband Infrastructure project.
3. Provide Staff with Direction
Recommended Alternative:
Staff recommends Alternative number 1 – Approve to submit an application to OPB State Fiscal Recovery Fund for a Broadband Infrastructure project.

Other Alternatives:
N/A

Department Review: (list departments)
Manager’s Office, IT, Finance

Funding Source:
Match would be from General Fund - Fund Balance

Attachments:
1. OPB State Fiscal Recovery Fund Information
Georgia Jobs and Infrastructure Committees

State Fiscal Recovery Fund Overview

July 15, 2021
Welcome and Introductions
OPB Personnel:

- Kelly Farr, Director
- Stephanie Beck, Deputy Director
- Jen Wade, Grant Manager

Email: jennifer.wade@opb.georgia.gov
Cell: 404-782-6172

Sameerah Anderson, Grant Specialist

Reminders:

- Open Records and Open Meetings Acts
State Fiscal Recovery Fund Overview
The ARPA was enacted on March 11, 2021 and included funding for the State and Local Fiscal Recovery Fund.

- Total available funding for Georgia: **$4.8 billion**
- 1<sup>st</sup> Tranche received May 20: **$2.4 billion**
- 2<sup>nd</sup> Tranche will be issued 12 months after the first award
- Period of performance from 3/3/2021 – 12/31/2026
- State must obligate all funds by December 31, 2024
Eligible Use of Funds
Committee Focus Areas:

• Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.

• Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

<table>
<thead>
<tr>
<th>Broadband Infrastructure</th>
<th>Water/Sewer Infrastructure</th>
<th>Negative Economic Impact</th>
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</thead>
<tbody>
<tr>
<td>$300 million</td>
<td>$250 million</td>
<td>$325 million</td>
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</table>
Additional Allowable Uses Not Eligible At This Time

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors
• Assistance to workers and families
  – Assistance for unemployed workers and job training
  – Assistance for food, housing, or other financial insecurity
  – Survivor’s benefits for family members of COVID-19 victims

• Assistance to small businesses
  – Address financial challenges caused by the pandemic
  – Invest in COVID-19 prevention and mitigation tactics
  – May provide through loan, grant, in-kind assistance, or counseling programs

• Speeding recovery for hardest hit industries
  – Targeting tourism, travel, and hospitality sectors and their supporting industries
• Addressing hardest hit community needs
  – Programs addressing health disparities (ex. community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs)

• Addressing housing and homelessness
  – Individual housing needs, relocation assistance, affordable housing development, housing vouchers, and residential counseling

• Addressing educational disparities
  – New or expanded early learning services, providing additional resources to high-poverty school districts, tutoring or afterschool programs, school counseling services to address social, emotional, and mental health needs
• Addressing family and children needs
  – New or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth

• Rebuilding public sector capacity
  – Rehiring public workers
  – Replenishing unemployment insurance (UI) trust funds to pre-pandemic capacity
  – Build internal capacity of public offices to successfully implement economic relief programs (Investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations)
• Broad ability to invest in improvements to water and sewer infrastructure
  – Address the impacts of climate change
  – Building or upgrading facilities and transmission of drinking water infrastructure, distribution, and storage systems, including the replacement of lead service lines
  – Constructing publicly-owned wastewater treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works
• Addressing broadband needs in areas that are currently unserved or underserved (lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload)

• Prioritizes projects that deliver services offering reliable 100 Mbps download and 100 Mbps upload speeds, unless impracticable due to topography, geography, or financial cost

• Fiber optic investments

• Assistance to households to support internet access or digital literacy is an eligible use but falls under public health and negative economic impacts of the pandemic, not broadband infrastructure.
State Fiscal Recovery Fund
Application Process
Eligible Entities

Government Organizations

- State Agencies
- County governments
- City or township governments
- Special district governments

Georgia Professional Associations and Organizations

- Industry Trade Associations
- Business Organizations
- Trade or Professional
- Non-Profit Organizations
Grant Opportunities

Georgia Grants Portal

Thank you for visiting the Office of Planning and Budget's GeorgiaCARES portal. This application allows local governments to view, apply, and check the status of their grant applications. If you represent a local government and have not received a portal invitation, please contact us at (864) 456-0220 or email us at grants@ogp.georgia.gov.

Account Registration

REGISTRATION

To complete your registration please provide all the information in the form sections below.

Organization Name *

EIN *

DUNS Number *

SAM Number

Location

Street *

City * County

State * ZIP Code *

Contact

First Name * Last Name *

Job Title Business Phone *

Email Address *

REGISTER
CARES ACT in GEORGIA

Grant Opportunities

Water/Sewer Infrastructure
The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each government to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer,

Broadband Infrastructure
The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each government to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer,

Economic Impact Grants
The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each government to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer,

Governor’s Emergency Education Relief 2
The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each government to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments in water, sewer,
Item XI. 5.

GeorgiaGrants Portal

Home > Grant Opportunity > Water/Sewer Infrastructure Grant Details

Water/Sewer Infrastructure Grant Details

A. Overview
The U.S. Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, states have the opportunity to invest in water and wastewater infrastructure, which is critical to public health and infrastructure resilience.

B. Eligibility
Coronavirus State and Local Fiscal Recovery Funds will provide a critical source of relief for these smaller local governments, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic. Non-entitlement units, defined in section 602(b)(2) of the Social Security Act, as added by the American Rescue Plan Act, are generally local governments with populations of less than 50,000. Local governments that are not included in the Allocation for Metropolitan Cities table may be designated as non-entitlement units.

C. Application Period
Week of June 7, 2021 - June 21, 2021

D. Performance Period
March 3, 2021 - December 31, 2024

Costs should be incurred by December 31, 2024 and must be incurred within the period of performance. The period of performance will run until December 31, 2024, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

E. Award Period
States must disseminate funds within 60 days of receiving payment, contingent upon an approved extension request, if needed.

F. Reporting
As prime recipients of a Federal award, NEIs must report to Treasury on the use of funds. OBP will update forthcoming reporting guidance provided by Treasury on its website. NEIs’ first report due to Treasury by October 31, 2021. In addition to other reporting requirements, NEIs will be asked to provide:

G. Application Review
Applications will be reviewed by program staff for registration information and completeness, ensuring that basic requirements, as described in the solicitation, are met. If all basic requirements are met, the grant manager will then review the application.

Apply Now
GeorgiaGrants Portal

Home > Grant Opportunity > Broadband Infrastructure Grant Details

Broadband Infrastructure Grant Details

A. Overview

The U.S. Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, 7,800 local governments across the United States, including all 500 counties in every state and the District of Columbia, have received funds.

B. Eligibility

Coronavirus State and Local Fiscal Recovery Funds will provide a critical source of relief for these smaller local governments, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic. Non-entitlement units, defined in section 6103(c)(2) of the Social Security Act, as added by the American Rescue Plan Act, are generally local governments with populations of less than 50,000. Local governments that are not included in the Allocation for Metropolitan Counties table may be designated as non-entitlement units.

C. Application Period

Week of June 7, 2021- June 21, 2021

D. Performance Period

March 3, 2021-December 31, 2024

Costs should be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2024, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

E. Award Period

States disseminate funds within 30 days of receiving payment, contingent upon an approved extension request, if needed

F. Reporting

As prime recipients of a Federal award, NEUs are required to report to Treasury on the use of funds. OPB will update forthcoming reporting guidance provided by Treasury on its website. NEUs’ first report due to Treasury by October 31, 2021.

In addition to other reporting requirements, NEUs will be asked to provide:

G. Application Review

Applications will be reviewed by program staff for registration information and completeness, ensuring that basic requirements, as described in the solicitation, are met. If all basic requirements are met, the grant manager will then review the application.

Apply Now
Economic Impact Grants Grant Details

A. Overview
The U.S. Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding to eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support communities and populations hardest hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, it will provide a critical source of relief for these smaller local governments, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic. Non-entitlement units, defined in section 602(a)(32) of the Social Security Act, as added by the American Rescue Plan Act, are generally local governments with populations of less than 50,000. Local governments that are not included in the Allocation for Metropolitan Cities table may be designated as a non-entitlement unit. The maximum award amount per recipient is $10 million.

B. Eligibility
Coronavirus State and Local Fiscal Recovery Funds will provide a critical source of relief for these smaller local governments, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic. Non-entitlement units, defined in section 602(a)(32) of the Social Security Act, as added by the American Rescue Plan Act, are generally local governments with populations of less than 50,000. Local governments that are not included in the Allocation for Metropolitan Cities table may be designated as a non-entitlement unit. The maximum award amount per recipient is $10 million.

C. Application Period
Week of June 7, 2021 - June 21, 2021

D. Performance Period
March 3, 2021 - December 31, 2024

Costs should be incurred by December 31, 2024. No later than June 30, 2025, the recipient of the grant must submit an end-of-fiscal-year report to the state or local government. The period of performance will run until December 31, 2025, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

E. Award Period
States must disseminate funds within 30 days of receiving payment, contingent upon receipt of this notification from Treasury.

F. Reporting
As prime recipients of a Federal award, NEOs are required to report to Treasury on the use of funds. OBP will update forthcoming reporting guidance provided by Treasury on its website. NEOs' first report is due to Treasury by October 31, 2021.

In addition to other reporting requirements, NEOs will be asked to provide:

G. Application Review
Applications will be reviewed by program staff for registration information and completeness, ensuring that all requirements are met. If all basic requirements are met, the grant manager will then review the application.
Application Fields

Proposal Name

Proposal Summary

Proposal Narrative
a. Description of the Issue

b. Project Design and Implementation

c. Capabilities and Competencies

Supporting Documentation

- DUUS Screen shot
  - Use this document type to upload contract-related documentation; e.g., change orders, signed contracts, and scope of work
- Budget
  - Use this document type to upload equipment-related documentation; e.g., equipment rates, proof of purchase, and salvage value

Submit Application
Applicants will be required to complete the following:

1. Register for a GeorgiaGrants account
   - Applicant Name
   - Entity
   - EIN Number
   - DUNS Number

2. Complete Grant Application
   - Proposal Name
   - Proposal Summary
   - Proposal Narrative
   - Description of the Issue
   - Project Design and Implementation

Submission Criteria
Other Considerations for Awards

- Capabilities and Competencies
- Plan for Collecting the Data Required
- Budget
- Matching Funds
- Supporting Documentation
- Agree to Grant Terms and Conditions
Federal Reporting Requirements
### Reporting Timeline

#### Contents

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<tr>
<td>Initial overview of status and uses of funding</td>
<td>• Types of projects funded</td>
<td>• Approach and objectives</td>
<td>• Descriptions of funded projects</td>
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<td>• Financial data</td>
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<td>• Performance and evidence information</td>
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<td></td>
<td>• Information on contracts, grants, and subawards over $50,000</td>
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<td>• Promoting equity</td>
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#### Frequency & Submission Date

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<th>1. Interim Report</th>
<th>2. Project and Expenditure Report</th>
<th>3. Recovery Plan</th>
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<td>• Quarterly</td>
<td>• Annually</td>
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<td>By August 31, 2021</td>
<td>• Covers date of award through July 31, 2021</td>
<td>• By October 31, 2021 and 30 days after the end of each quarter thereafter</td>
<td>• By August 31, 2021 (covering award through July 31, 2021) and annually thereafter</td>
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Reporting Requirements Include (but are not limited to):

- Quarterly Project and Expenditure Report and Project Status reports

Additional Infrastructure Reporting Requirements:

- Detailed project-level information including operations date and location data
- Documentation of wage and labor standards for contractors/subcontractors for projects over $10 million

Additional Water and Sewer:

- National Pollutant Discharge Elimination System (NPDES) Permit Number
- Public Water System (PWS) ID number
Additional Broadband Reporting Requirements:

- Data on speed/pricing, miles of fiber, cost per mile and passing
- Number of households projected to have increased access to broadband and specific upload speeds
- Number of institutions and businesses projected to have increased access to broadband meeting the minimum speed standards

Additional Negative Economic Impact Reporting Requirements:

- Number of workers enrolled in and completed sectoral job training
- Number of participants in summer youth employment programs
- Description of how program responds to negative economic impact (if funding industries outside travel, tourism, and hospitality)
- Project demographic distribution (Qualified Census Tracts)
- Equity Data
State Fiscal Recovery Fund
Committee Review Process
To ensure federal coronavirus relief dollars are allocated strategically across our state and address one-time funding needs in these three key areas.

- Review Applications
- Provide Feedback
- Score Projects with Checklist Scoring Criteria
Timeline for Grant Awards

- **July 15, 2021**: Commencement Meeting
- **August 1-August 31, 2021**: Application Period
- **August 31-September 7, 2021**: OPB will screen applications for compliance and ineligible funding uses.
- **September 8-September 22**: Committee Application Review
- **Week of September 27, 2021**: Collaborative Session Applicant Presentations
- **Week of October 4, 2021**: Target Date for Final Scores
- **Week of October 11, 2021**: Final Review
- **October 18, 2021**: Awards may be announced on or after October 18, 2021
1. Description of the Issue (15%)
2. Project Design and Implementation (30%)
3. Capabilities and Competencies (15%)
4. Performance Measures (10%)
5. Budget (15%)
6. Matching Funds (15%)
1. Description of the Issue (15%)

• The applicant identifies the specific problem the jurisdiction seeks to address and how it was impacted by COVID-19.

• The applicant describes the process used to assess, analyze, or determine the nature of the problem.

• If applicable, the applicant explains gaps in resources and impact due to COVID-19.
2. Project Design and Implementation (30%)

• The applicant specifically describes how the project will accomplish the expected outcomes by providing the objectives and performance measures applicable to the project.

• The application includes a comprehensive timeline (as an attachment) that identifies milestones, numerically lists deliverables, and indicates who is responsible for each activity.

• The applicant specifically demonstrates broader impact to communities, jurisdictions, or industries.
3. Capabilities and Competencies (15%)

• The applicant fully describes the applicant’s capabilities to implement the project and the competencies of the staff assigned to the project.

• The applicant specifically describes the level of support for the project, as well as the expertise of the individual(s) who will be responsible for managing the project.
4. Performance Measures (Weight 10%)

• The applicant demonstrates understanding of data collection to meet reporting requirements.

• The applicant identifies the person(s) who will collect the data, who is responsible for performance and outcome measurement, and how the information will be used to guide the impact of the program.

• Applicant demonstrates an understanding of the performance indicators and programmatic data requirements for the category in which they applied.
5. Budget (15%)
The applicant has submitted a budget that is complete, cost-effective, and allowable.

6. Matching Funds (15%)
The applicant has submitted a project that leverages funds available from other sources to maximize impact and is requesting funds that will be used to match these funds.
Jobs and Infrastructure review committees may reconvene for at least one collaboration session to discuss strengths and weaknesses of the application with other committee members and select applicants for formal presentation of their grant request, if necessary.

During this time:

- Members may discuss their scoring based on the criteria
- Members may adjust their scores based on this meeting
Should a presentation be needed for the committee to hear more details about a proposal, applicants will be scheduled to present in front of the respective committee.

At this time:

- Members may ask questions of the applicants regarding their proposal
- Members should take notes
- Members may choose to update their score but should have notes to corroborate the change
- Notes should be retained and will be collected by final score deadline
Questions and Feedback
Staff Report

Subject: Coastal Regional Commission Area Agency on Aging Meal Contract #2022-08
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 08/17/2021

Item Description: Consideration to approve Coastal Regional Commission (CRC) Area Agency on Aging (AAA) Contract #2022-08 for FY22.

Summary Recommendation:
Staff is requesting approval of the CRC AAA Contract #2022-08 for the provision of services to our elderly population.

Executive Summary/Background:
Each year the County renew a contract with Coastal Regional Commission of Georgia Area Agency on Aging to be the provider of Aging Services meals to our Senior Citizens in Effingham County. This funding source plays a significant role in the County’s ability to serve warm meals to the elderly population of Effingham County.

1. The contract provides federal and state funding to serve congregate and home-delivered meals.
2. The contract shows:
   - A total funding budget, from all sources, of $230,938.
   - Federal funding of $125,726.
   - State funding of $65,801.
   - Required match of $14,791.
   - Program income and other local funding of $24,620.

Alternatives for Commission to Consider:
1. Approve the CRC AAA Contract #2022-08.
2. Do not approve CRC AAA Contract #2022-08.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the CRC AAA Contract #2022-08.

Other Alternatives: N/A

Department Review: Finance
**Funding Source:**
Funding is as noted from Federal and State funding. Required match is included in the FY22 Budget.

**Attachments:**
CRC Contract #2022-08 documents
July 22, 2021

Thomas J. Kilmartin, Finance Director
Effingham County Commission
601 North Laurel St.
Springfield, GA 31329

Dear Mr. Kilmartin:

Enclosed are two copies of your FY22 Contract #2022-08 with the Coastal Regional Commission Area Agency on Aging for the provision of services to our region’s elderly population.

Please sign each copy of the contract where indicated. Please note that Annex M in the FY22 contract must be notarized. Enclosed is a Checklist for FY2022 Contracts that indicates where signatures and/or additional information is required. Retain one original of the complete contract for your files and return the other to our office no later than August 12, 2021.

If you have any questions concerning your contract or allocation, you may contact Pamela Rogers, Aging Services Director, at (912)437-0840.

Thank you for all your efforts on behalf of Coastal Georgia seniors, caregivers, and persons with disabilities. We look forward to working with you in the coming year.

Sincerely,

[Signature]

Allen Burns
Executive Director

AB/at
Enclosures
Checklist for FY 2022 Contracts

Signature and/or additional information is required on the following:

☐ CRC-AAA Contract: indicate any changes to personnel or addresses on the contract. Sign the last page of the contract.


☐ Annex C – Certification Regarding Lobbying: sign page C-1 and page C-2

☐ Annex G – HIPAA Business Associate Agreement: sign page 3

☐ Annex J – Code of Conduct Questionnaire: complete all questions and sign page J-4

  ○ Annex M must be notarized.
  ○ If you sub-contract with another company/contractor, have them complete, sign and notarize M-2 (Sub-Subcontractor Affidavit).
COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING CONTRACT

PROJECT: Congregate and Home Delivered Meals
CONTRACT # See Annex A

SECTION I: GENERAL CONTRACT PROVISIONS

PARA #101: CONTRACT BETWEEN

This contract is made and entered into by and between the Coastal Regional Commission, hereinafter referred to as the "CRC";

The responsibilities of the CRC herein are performed through its Area Agency on Aging Department, hereinafter referred to as "AAA" under the policies and procedures of the Georgia Department of Human Services (DHS) Division of Aging Services (DAS).

AND

Effingham County Commission

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "CONTRACTOR".

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.

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 CRC, 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.

PARA # 102 CRC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the CRC AAA has a need for and desires a comprehensive service delivery system comprised of an array of services for the elderly and/or disabled persons in the Coastal Georgia Planning and Service Area (PSA), funded by various fund sources. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement; and
WHEREAS, the CONTRACTOR has represented to the CRC AAA its ability and interest in providing services to the elderly.

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 CONTRACTOR may move and/or close service delivery sites during the term of this contract only with the prior written approval of the Executive Director of the CRC.

2. That the CONTRACTOR will deliver the services described in Annex A.

3. That reimbursement of Title III funds for the first quarter (July, August, and September) of this contract year is limited to 25% of total federal and state funds as indicated in Annex A.

4. That reimbursement (unit cost or line item) will be as specified in Annex A.

5. That reimbursement for all services provided under this contract are performance based, to include quality of services, compliance, and/or the number of units served. CONTRACTOR also agrees that the CRC AAA may withhold reimbursement for low, poor, and/or non-compliance performance and if satisfactory explanations are not provided regarding the provision of units and/or services and the ratio of dollars expended.

6. That the CRC AAA may withhold reimbursement until all outstanding paperwork and/or reporting as required by the State and the CRC AAA is satisfactorily completed by the CONTRACTOR and received by the CRC. PARA #206 Programmatic Report Submissions and PARA #207 Expenditure Report Submissions of this contract provide report submission requirements.

7. That the CONTRACTOR will disclose any agreements between CONTRACTOR and clients receiving services under this contract.

8. That program income (contributions from participants) will be reported to the CRC AAA on the CONTRACTOR's monthly financial reporting form for the same month in which it is contributed. The amount of the program income will be deducted from the CONTRACTOR'S monthly payment. Program income must be tracked separately.

9. That donations from individuals, agencies, organizations, churches, and other entities must be expended in the manner and in the time frame as specified by the donating individual or group. The receipt of these additional funds must be
reported to the CRC AAA on the CONTRACTOR’s monthly financial reporting form for the same month in which they are received.

10. That the CONTRACTOR will furnish the required match as indicated in Annex A. Requirements for certified cost and/or in-kind match are specified in PARA # 204 of this contract.

11. That the CONTRACTOR will use the DHS, Division of Aging Services, and CRC AAA reporting, information gathering and tracking forms. CONTRACTOR agrees to develop and maintain a separate file on each client as required by the Division of Aging and the CRC AAA. All required forms will be provided by the CRC AAA under separate cover.

12. That the CONTRACTOR will provide the service(s) as indicated in Annex A, Statement of Work at the unit cost specified in Annex A (if a unit cost has been established).

13. That the CONTRACTOR agrees to and acknowledges the hearing procedures for grievances as described in Annex B.

14. That the CONTRACTOR will use the Uniform Cost Methodology on an annual basis, in accordance with the Division of Aging Services’ policies and procedures and the CRC AAA policies and procedures to determine projected costs of contracted services.

15. That the CRC AAA has the right to reduce the amount of this contract. For instance, the CRC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

B. The CRC will:

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the CRC AAA.

2. Provide technical assistance, guidance, consultation, management support and other necessary support.

3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

This contract has an effective beginning date of July 1, 2021, and shall terminate on June 30, 2022, unless terminated earlier under other provisions of this contract.
PARA #103: DEPARTMENT AND CONTRACTOR CONTACT INFORMATION

A. Mailing Addresses: The mailing addresses, telephone numbers, and contact persons listed below for the Coastal Regional Commission (CRC) and the CONTRACTOR may be changed during the term of this contract by written notification to the other party by the CRC office representatives or by the CONTRACTOR.

1. The CRC mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Coastal Regional Commission
1181 Coastal Drive, SW
Darien, GA 31305
Telephone #: (912) 437-0821
Fax #: (912) 437-0821

2. The CONTRACTOR’s mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Thomas J. Kilmartin, Finance Director
Effingham County Commission
601 North Laurel St.
Springfield, GA 31329
912-754-8011
912-754-6097 (FAX)

B. Mailing Address for Contract Payments: The CONTRACTOR’s mailing address for all contract payment checks or remittance advice is:

Thomas J. Kilmartin, Finance Director
Effingham County Commission
601 North Laurel St.
Springfield, GA 31329
912-754-8011
912-754-6097 (FAX)

PARA #104: NONDISCRIMINATION BY CONTRACTORS AND SUB-CONTRACTORS

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services’ policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, 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 CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, and the Department of Human Services' policy relative to nondiscrimination in consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, 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 of Human Services and the CRC.

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. SUBCONTRACTOR COMPLIANCE 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 #105: CONFIDENTIALITY OF INDIVIDUAL INFORMATION

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services policy on respecting confidentiality of an individual's records. CONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/customer/client, or responsible parent or guardian.

The CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA) and Privacy rule promulgated in 45 CFR Part 160 and Part 164 subparts A and E. The CONTRACTOR understands and acknowledges that DHS is a covered entity as defined by HIPAA and the CONTRACTOR further understands and acknowledges that it is a business associate of DHS as defined by HIPAA and agrees to comply and abide by DHS' privacy standards and procedures. The CONTRACTOR therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA and DHS requirements and privacy standards and procedures.

PARA #106: CONFLICT OF INTEREST

A. The CONTRACTOR and the CRC certify that the provisions of the Official Code of
Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, 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. CODE OF CONDUCT AND CONFLICT OF INTEREST: No officer, employee, or agent of the CONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this contract.

No officer, employee, or agent of the CONTRACTOR shall participate in the selection, award, or administration of a procurement supported by Aging funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization that may be considered for award:

1. the officer, employee, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. a person or organization which employs, or is about to employ, any of the above.

C. OFFICIALS NOT TO BENEFIT: No member of or delegate to a State or area Advisory Council shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

D. ANTI FRAUD PROCEDURES: The CRC maintains a high standard of integrity and ethics in the performance of its duties. The CRC Council has adopted an Antifraud Program which includes, among other standard procedures, the annual completion of a Code of Conduct Compliance Questionnaire by each of the employees of the CRC and each of the employees of each sub recipient/subcontractor of the funds/programs we manage for DHS and other governmental agencies. All contractors; employees must annually complete The Code of Conduct Compliance Questionnaire in Annex J attached hereto.

PARA #107: CONTRACT MODIFICATION/ALTERATION

A. Bilateral modification may occur as needed when such modification is requested in writing and signed by both parties and affixed to this contract as an amendment indicating the CRC's AAA contract number involved and the paragraph(s) being modified or superseded.

B. Unilateral modification by the CRC's AAA may occur 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 CRC 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. A certification by the CRC’s Executive Director of the occurrence of either of the reductions stated above shall be conclusive.

C. Unilateral modification by the CRC’s AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance. Under-performance shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.

D. Unilateral modification by the CRC’s AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the CRC’s AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

PARA #108: CRC RIGHT TO SUSPEND CONTRACT

The CRC reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the CRC that the CONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the CRC, in the programmatic performance or service delivery.

PARA #109: SEVERABILITY

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 #110: TERMINATION

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 CRC 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 CRC as of that
moment.

B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the CRC for failure of the CONTRACTOR to perform any of the provisions hereof. Should the CRC 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 no later than 30 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; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

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 or fails to comply with Paragraph 113 of this agreement.
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 CRC 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.

PARA #111: COOPERATION IN TRANSITION OF SERVICES

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason to cooperate as requested by the CRC or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CRC and/or the Department of Human Services. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the CRC and/or DHS immediately and shall become the property of the CRC and/or DHS.

PARA #112: FORCE MAJEURE

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 constitute a default under this contract or be 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 CRC are interrupted by a force majeure event, the CRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113: ACCESS TO RECORDS AND INVESTIGATION

A. The state and federal government, the Department of Human Services, and the CRC 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 for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. At the request of the CRC, CONTRACTOR shall make any such records available to the CRC within 48 hours notice. CONTRACTOR and subcontractor record retention requirements are six years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B. The CONTRACTOR agrees that the CRC and/or the DHS Office of Investigative Services, 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 of the CONTRACTOR. The CONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be
interviewed during such investigations.

C. The CRC and the Georgia Department of Human Services Division of Aging Services 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 CRC 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 CRC.

PARA #114: COLLECTION OF AUDIT EXCEPTIONS

The CONTRACTOR agrees that the CRC may withhold net payments (voucher deduction) equal to the amount that 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 CRC for the total exception by check.

PARA #115: SUBCONTRACTS

A. The CONTRACTOR will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract. In no event shall performance of any provision of this contract be subcontracted without the prior written consent of the CRC.

B. The CONTRACTOR agrees to reimburse the CRC 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.

C. If the CONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the CONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the subcontractor is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records, and contract administration.

2. A clear statement of the service or product being acquired through said
subcontract with detailed description of cost, including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.

D. The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR's failure to proceed against a subcontractor will constitute a separate breach by the CONTRACTOR in which case the CRC and/or DHS may pursue appropriate remedies as a result of such breach.

PARA #116: PUBLICITY

A. CONTRACTOR must ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the CRC's AAA as 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 approval for the materials must be received from the CRC and/or the DHS managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display DHS' or the CRC'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 DHS Commissioner and the CRC.

B. Notwithstanding subparagraph A above, if the CONTRACTOR is a county board of health, the DHS Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs that identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the CONTRACTOR shall not display the Department's name or logo in any manner, including, but not limited to, displays on CONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

PARA #117: INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS

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 CRC. The federal agency and the Department of Human Services shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department of Human Services 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. Except as otherwise provided in the terms and conditions of this contract, the author or the Department of Human Services 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 federal agency and the Department of Human Services shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.

C. Publications. All publications, including pamphlets, art work, and reports shall be submitted to the Department of Human Services on disk or electronically.

PARA #118: CONSULTANT/STUDY CONTRACT

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 such time as the information has been provided to the CRC and the Department of Human Services, 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 Department of Human Services Policy 7901, Protection of Human Subjects.

C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the CRC and the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #119: CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS

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 for ensuring that subcontractors are appropriately licensed.

C. The CONTRACTOR agrees that if it loses or has sanctioned 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 #120: DRUG-FREE WORKPLACE

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 Code Section 50-24-3.

C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

1. The CONTRACTOR has made false certification hereinabove; or

2. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #121: FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING

A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR agrees that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding $100,000, the CONTRACTOR shall file with the CRC a signed "Certification Regarding Lobbying," attached hereeto as Annex C.
3. If any funds other than federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form “Disclosure Form to Report Lobbying,” in accordance with its instructions, copies of which may be obtained from the Department; and

4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by CONTRACTOR under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:

   i. A cumulative increase of $25,000 or more in the amount paid, or expected to be paid, for influencing or attempting to influence a covered federal action; or
   ii. A change in the person(s) or individual(s) influencing, or attempting to influence, a covered federal action; or
   iii. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

Any CONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. CONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State
legislature itself.

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. CONTRACTOR further 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 #122: CRIMINAL HISTORY INVESTIGATIONS

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 #123: AIDS POLICY

A. CONTRACTOR agrees, as a condition to provision of services to the Department of Human Services 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 Joint Advisory Notice, entitled “Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV),” dated October 30, 1987, from the Department of Labor/Department of Health and Human Services which has been made available to the board. 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 #124: INDEMNIFICATION

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, CRC, DOAS, and their officers and employees (collectively "indemniteses") of, from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury, including but not limited to death, personal injury, property damage, 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, 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 Indemnities, and the Funds and insurers participating there under, to the full extent of this indemnification.

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 Indemnities.

PARA #125: DEBARMENT

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, CONTRACTOR certifies by signing Annex C that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. CONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #126: PROPERTY MANAGEMENT REQUIREMENTS

The CONTRACTOR agrees:

A. That all non-expendable personal property purchased, in total or in part, with funds received from the CRC during the term of this contract and all previous contracts is property of the State of Georgia and the Department of Human Services and is subject to the rules and regulations of the Department of Human Services 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, Asset Services Section and the CRC's AAA.

B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, 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 Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the CRC office.

The CRC office will then forward the completed Form #5111 to the DHS Office of Facilities and Support Services, Asset Services Section, Two Peachtree Street, N.W., Suite 32.270, Atlanta, Georgia 30303-3142. For any Department-owned vehicles operated under this contract, the CONTRACTOR agrees to submit to the Department the Utilization and Data Report furnished by the Asset Services Section in accordance with the DHS Vehicle Management Manual, Chapter 4, Part G.

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 Form 5086, Equipment Status Change Form, listing all state equipment in the CONTRACTOR's possession and send this form to the CRC for final disposal determination; and
2. Upon notification by the Office of Facilities and Support Services, CONTRACTOR agrees to transport the state property to the designated State surplus facility. Expenses incurred by the CONTRACTOR in transporting this equipment may be charged to the terminated contract.

The CRC property coordinator will confirm, by written notification to the Office of Facilities and Support Services, that all surplus property listed on completed Form 5086 has received proper disposition.

PARA #127: DOCUMENTATION OF RENT COST

A. All CONTRACTORs budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).

B. Public facility maintenance in lieu of rent budgeted by the CONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with OMB Circular A-87.

PARA # 128: HOLD HARMLESS CLAUSE
The CONTRACTOR agrees to indemnify and hold harmless the CRC and its employees against any and all liability, loss, damages, cost, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the CONTRACTOR or its employees or any subcontractor of the CONTRACTOR.

PARA # 129: VIOLATIONS OF THIS CONTRACT

The CRC will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

A. Withholding payment to the CONTRACTOR until the violation has been corrected;
B. Disallowance of costs associated with or created by the violation;
C. De-obligation of funds from this contract;
D. Termination of this contract in accordance with PARA #110.

PARA # 130: SAFE FACILITIES

The CONTRACTOR agrees that each facility used for the delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

PARA #131: COMPUTER AND DATA ENTRY REQUIREMENTS

A. EQUIPMENT:

Following are the minimum specifications for equipment, the operating systems, and software required for providers to use the Uniform Cost Methodology (UCM) and to comply with the recording requirements of the Division of Aging Services Data System (DDS):

Minimum Computer Requirements
- Intel Core i3, 500 GB Hard Drive (or better)
- 4 GB RAM (or higher)
- 17 " LCD Monitor
- Network card to support DSL or other high-speed Internet connection
- Good quality laser printer
- Keyboard
- Mouse
- Windows 7 Professional or higher Operating System

CONTRACTOR must have the ability to connect to the Internet and the DAS Data Management System server through digital Service Line or other high-speed Internet connection.
CONTRACTOR must also have at least one email address designated for each service site and the ability to receive referrals in an electronic format.

B. DATA ENTRY

Each CONTRACTOR receiving in excess of $25,000 of funding from the Area Agency on Aging agrees to enter data into the DDS as prescribed by the Area Agency on Aging. CONTRACTOR is responsible for all computer purchase, monthly internet expense and maintenance costs associated with regular, monthly data entry into the DDS.

PARA # 132: CLIENT COMPLAINT PROCEDURES

CONTRACTOR shall ensure that written client complaint procedures are established for use by each service provider site/program. These procedures shall provide all clients with the opportunity for and means of communicating those aspects of the service which have negative impact on them. Each client must be informed of his/her right to make such complaints and of the procedures for filing such complaints prior to the beginning of service delivery.

PARA #133: CLIENT APPEAL PROCEDURES

CONTRACTORS shall ensure that written appeals procedures are established for use by each service provider program/site. These procedures shall provide all clients or their advocates with the opportunity to appeal provider staff decisions concerning the provision of services, including, but not limited to, the initiation or termination of services, and increases or decreases in service levels. The intent of these procedures must be to assure client satisfaction with the services provided and it is the responsibility of the service provider to give specific consideration to the clients' concerns.
SECTION II:  BUDGET REQUIREMENTS, PAYMENT PROVISIONS, and CLIENT REFERRAL PROCESS

PARA #201: PAYMENT TO CONTRACTOR AND CONTRACTOR MATCH REQUIREMENT

A. The contract allocation attached to this contract as Annex I is made a part of this contract.

B. The CONTRACTOR agrees that the CRC 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. Within thirty (30) days from the date of receipt of a request for budget amendment approval, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of thirty (30) days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.

D. Any program income generated as a result of this contract activity shall be expended as an additional cost alternative.

E. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.

F. Payment for reimbursement of expenditures shall be processed and mailed to the CONTRACTOR by the CRC within five business days of receipt of such funds from the Georgia Department of Human Services Division of Aging Services. Payments will be mailed to the address indicated in Paragraph 103B. Funds from the Division of Aging Services are generally received between 30 and 60 calendar days following the last day of the period being reimbursed.

G. Payment for reimbursement of expenses shall not exceed this amount, according to the terms specified below:

1. July 1 through September 30 - Reimbursement for this period will not exceed 25% of the allocation as reflected on the then current budget attached hereto as Annex I. Any excess funds can be used for expenses through the remainder of the contract period.

2. October 1 :through June 30 -- Reimbursement for this period will not exceed 75% plus any excess funds from first quarter, and this contract is hereby automatically reduced by the amount of unclaimed reimbursement during the period indicated.
PARA #202: CONTRACT BUDGET ANNEX

A. The Uniform Cost Methodology (UCM) spreadsheet(s) must be completed by all CONTRACTORS. All UCM Spreadsheets are considered a part of this agreement. CONTRACTOR acknowledges that all non-AAA funding contributed to the programs must be enumerated on the 4.2 Revenue Plan and Units/Persons Served form. Failure to provide adequate proof of non-CRC revenue to cover program expenses as outlined on 4.2 may result in contract re-negotiation. CONTRACTOR will notify CRC in writing of any reduction of 20% or more of non-CRC funding.

B. The contract allocation attached to this contract as Annex I is made a part of this contract.

C. Any program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below and identified by service:

Alzheimer's Services, GCRC, CBS, CKOF, and GeorgiaCares - SHIP - Additional Costs Alternative, Deduction Alternative, or combination.
Title III/VII, SSBG, and LTCO Programs - Combination of Cost Sharing/Matching Alternative, Additional Cost Alternative, Deduction Alternative.

D. Program income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate.

PARA #203: BUDGET VS. EXPENSE LIMITATION

A. The maximum reimbursement to the CONTRACTOR is the total state and federal funds in this contract.

B. Budget revisions are necessary in the following situations.

1. When the scope or objectives of the program change.
2. When line item expenditures are expected to exceed 10% of the previously approved line item at Area Agency on Aging levels. Note: Area Agency on Aging has authority to approve sub-CONTRACTOR budget revisions.

C. Within 30 days from the date of receipt of a request for budget revision requiring a contract amendment, the CRC will review the request and notify the CONTRACTOR of its decision. If the request for approval is still under consideration at the end of 30 days, the CRC will inform the CONTRACTOR in writing as to when to expect the decision.

D. CONTRACTOR is expected to forecast the number of clients to be served by fund source by site at the beginning of the contract period. In addition, CONTRACTCR
should access financial and programmatic reports monthly from the Georgia DDS system in order to properly manage budgets and expenditures. Failure to expend funding in a timely manner may result in a reduction in contract amount.

**PARA #204: REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:**

A. Monthly reimbursement by the CRC of federal, state, and other funds will be prorated in direct percent proportion to the certified cost/cash contribution and/or in-kind match values established in the CONTRACTOR accounting records and reported to the CRC on the required expenditure report as per 45 CFR - Part 74.61 (b) and 74.53(d). Verifiable accounting records, which adequately identify certified cost/CPE must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles as indicated in Paragraph 301 of this contract, a current copy of which the CONTRACTOR acknowledges has been previously received and that it has been reviewed and is understood. The state term “certified cost” and the federal term “cash contributions” are synonymous terms and are defined below:

1. **Cash Contributions:** Cash contributions represent the CONTRACTOR’s cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals.

B. The state and federal term “in-kind match” is synonymous and is defined below:

1. **In-Kind Contributions:** In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to the Federal grant program contract.

2. The following requirements pertain to the CONTRACTOR’s Supporting records for in-kind contributions from private organizations and individuals:
   
a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.
   
b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.

C. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract/federal program and that these records will be available for the Georgia Department of Human Services, Department of Audits and/or federal auditors to review.

D. The CONTRACTOR agrees to submit a monthly-certified cost report, DHS Form
#5215 (Annex F), not later than the 7th working day following the end of each month during the term of this contract.

E. CONTRACTORs that utilize sub-CONTRACTOR provided in-kind match or certified cost match will maintain on file the sub-CONTRACTORs, Form #5215 as supporting documentation of CONTRACTOR's own Form #5215, Annex F.

PARA #205: FIDELITY BONDS:

A. IN the event funds are advance on this contract, those having the responsibility for the expenditure of funds made available under this contract shall be required to post a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government and the State against loss of funds coming into their possession under the terms of this contract. Such bond shall be payable to, or shall benefit to the State of Georgia, Department of Human Services. The dollar amount of the fidelity bond shall be determined through use of the DHS Schedule of Fidelity/Assurance Bonds.

B. Fidelity bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223). A list of these companies is published annually by the Federal Department of the Treasury in its Circular 570.

PARA #206: PROGRAMMATIC REPORT SUBMISSION:

The CONTRACTOR agrees to submit a monthly programmatic/performance statistical report in the form and manner specified by the Division of Aging Services, and shall enter service logs into DDS not later than the seventh (7th) working day after the end of each month during the term of this contract. The report forms to be used will be provided by the CRC. Originals of actual client service logs completed in blue ink will also be mailed to the CRC by the seventh (7th) day of the month. Fax transmittals will be accepted but originals shall also be submitted.

PARA #207: EXPENDITURE REPORT SUBMISSION

The CONTRACTOR agrees to submit a monthly expenditure report in the form and manner specified by the CRC not later than the seventh (7th) working day following the end of each month during the term of this contract. The report forms to be used will be provided by the CRC as listed in Annex D.

The CONTRACTOR further agrees to submit the “Final Supplemental” expenditure report on this contract, if required, not later than thirty (30) calendar days following the contract termination date. Any reimbursement request submitted after said thirty (30) days will not be paid by the CRC.

In the event the contract is terminated during the term, the maximum amount the CRC shall be required to reimburse pursuant to the “Final Supplemental” report referenced
herein is the percentage of permissible expenditures through that period in the program year. Percentages are as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>July</td>
<td>8.3%</td>
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<tr>
<td>August</td>
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<td>83.3%</td>
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<tr>
<td>May</td>
<td>91.6%</td>
</tr>
<tr>
<td>June</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

**PARA #208 INFORMATION & REFERRAL POLICIES:**

CONTRACTOR acknowledges the CRC Area Agency on Aging is the “Gateway” or single point of entry for all AAA funded Aging programs with the exception of Title V, Long Term Care Ombudsman Activities, Elderly Legal Assistance, and Title III C1 Programs. All clients taken into Aging programs other than these shall be screened and referred to the service CONTRACTOR by the CRC AAA Information and Assistance Specialists. All inquiries received and contacts made by the CONTRACTOR for Aging Services must be forwarded to the AAA for telephone screening before clients can receive Aging services. Service CONTRACTOR agrees to provide CRC toll free telephone number (800-580-6860) for the AAA Information and Assistance Gateway office to inquirers and encourage them to call the number for a telephone screening to identify their service needs and provide referral to the appropriate services available.

Upon receiving a client referral, the CONTRACTOR agrees to perform a face-to-face assessment with the client and respond back to the CRC AAA with a complete DHS intake and assessment client disposition within ten (10) working days of receipt of the referral.

**PARA #209 PROVIDER TRAINING:**

Provider agrees to send appropriate aging program staff to all trainings and quarterly meetings provided by the Division of Aging Services and the CRC. Failure to have appropriate staff in attendance at all mandatory sessions will subject the CONTRACTOR to sanctions.

**PARA #210: SERVICE AREA**

The county service area(s) outlined in Annex I 4.2 Revenue Plan and Units/Persons Served oblige the CONTRACTOR to serve all clients referred by the CRC in such area regardless of where the client lives within the county.
SECTION III: COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

PARA #301: STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS

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 CRC 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. Notwithstanding any other provision of this agreement, CONTRACTOR agrees to notify the CRC verbally and in writing within 24 hours of any hazardous circumstances occurring in any facilities where seniors gather pursuant to this agreement. Hazardous circumstances may include but are not limited to: food poisoning, chemical leaks, hazardous lead exposure, building code violations leading to unsafe conditions, excessive mold or any health emergency that occurs as a direct result of unsafe or hazardous circumstances within the facility.

A. Compliance with Health Insurance Portability and Accountability Act (HIPAA):

It is understood and agreed that the CRC is a “covered entity” as defined by HIPAA of 1996 and the federal “Standards for Privacy of Individually Identifiable Health Information” promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the CRC that its use or disclosure of any person’s protected health information received from or on behalf of the CRC will be governed by the Business Associate Agreement, attached hereto as Annex G which the CONTRACTOR agrees to by signing and submitting with this contract. 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 Section E of the Business Associate Agreement.

B. 45 CFR Part 74; as used in this contract, the word CONTRACTOR is synonymous with the word Sub-grantee as used in this Code of Federal Regulations.

C. The federal cost principles for determining allowable costs for this contract are OMB Circular A87 and OMB Circular A122.


E. Georgia Division of Aging Services programmatic policies and procedures, Standards and Guidelines for Area Agencies on Aging, as Amended.
F. Community Care Services Program Policies and Procedures, as amended.

G. Brookdale Model Guidelines: How to Start and Manage a Group Activities and Respite Program for People with Alzheimer's and their Families.

H. 45 CFR Part 92

I. Federal Programmatic Regulations:


   X LONG TERM CARE OMBUDSMAN - Older Americans Act of 1965, as amended

   (42 USC 3027 (a) (12) 45 CFR 1321 O.C.G.A. 31-8-50 et. seq.

   X SSBG Social Services Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1981 P. L. 97-35


PARA #302: AUDITS AND FINANCIAL REPORTING REQUIREMENTS FOR NON-PROFIT AGENCIES

Contractors that expend $300,000 or more in Federal funds during their fiscal year agree to have a single entity-wide audit conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations." The audit-reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Contractors expending $100,000 or more in State funds during their fiscal 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. The audit-reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.
Directives Information System.

Contractors expending at least $25,000 but less than $100,000 in State funds during their fiscal 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 as described in Policy 1244 of the DHS Directives Information System.

CONTRACTOR further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the CONTRACTOR's fiscal year.

Two (2) copies to:

Coastal Regional Commission
Attention: Finance Director
1181 Coastal Drive, SW
Darien, GA 31305

CONTRACTOR understands that according to the provisions of Title 50, Chapter 20, Sections 4 and 6 of the Official Code of Georgia, failure to comply with the above audit and financial reporting requirements could be cause for DHS and the CRC 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, the State Department of Audits and Accounts, or the CRC.

PARA #303: IMMIGRATION AND SECURITY

CONTRACTOR agrees that Contractor complies with O.C.G.A. Sec. 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 titled Security and Immigration Affidavits attached hereto as Annex M, that Contractor will comply with O.C.G.A. Sec. §13-1C-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-contract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex 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.
PARA #304: ENTIRE UNDERSTANDING

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 IV: CONTRACT ANNEXES

PARA #401: CONTRACT ANNEX INCLUSION

This contract includes Annexes as listed below, which are hereto attached:

Annex A  Statement of Work
Annex B  Hearing Procedures
Annex C  Certification Regarding Lobbying
          Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction
Annex D  FY 2022 Financial Forms
Annex E  Taxonomy of Services
Annex F  Report of Certified Cost, Form 5215
Annex G  HIPAA Business Associate Agreement
Annex H  Uniform Cost Methodology
Annex I  4.2 Revenue Plan and Units/Persons Served
Annex J  Code of Conduct Questionnaire
Annex K  Contractor Responsibilities, Rewards, and Sanctions
Annex L  Contract Amendment Correspondences
Annex M  Immigration and Security Form
Annex N  DHS Notice: Critical Incident Reporting
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first above written.

CONTRACTOR EXECUTION:

Signature – Authorized Person

Typed Name and Title

Typed Name of Agency

Date Signed

CRC EXECUTION:

Signature – Executive Director

Allen Burns, Executive Director

Typed Name and Title

Date Signed

Signature – CRC Chairman

Jason Coley, CRC Chairman

Typed Name and Title

Date Signed
STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: Effingham County Commission

Project: Operation of a Senior Center with Congregate and Home Delivered Meals

Contract Period: July 1, 2021 through June 30, 2022

Physical Address: Effingham County Commission
601 North Laurel St.
Springfield, GA 31329

Mailing Address: Effingham County Commission
601 North Laurel St.
Springfield, GA 31329

Financial Contact: Thomas J. Kilmartin, Finance Director
601 North Laurel St.
Springfield, GA 31329
(912) 754-8011
(912) 754-6097 (FAX)

Programmatic Contact: Margaret Moore
Effingham County Senior Center
128 New Stillwell Road
Springfield, GA 31329
(912) 754-2138
(912) 754-2152 (FAX)
II. SUMMARY

A. Purpose of Project

The purpose of the project is to operate a senior center in Effingham County that complies with Department of Human Services (DHS), Division of Aging Services (DAS) requirements and serves as a focal point for older individuals in the community. The senior center will serve a noon meal to senior center (congregate) participants and deliver a noon meal to participants of the home delivered meals (HDM) program.

Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 206 related to senior center requirements and Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

B. Program Objectives

The program objectives are as follows:

1. To operate a senior center in Effingham County, including delivery of home delivered meals, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA)

2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)

3. To serve 14,445 congregate meals, a minimum of 5,000 congregate meals (units) at the center annually

4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.

5. To offer a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activities daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.

6. To offer planned activities in offer planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, and Alzheimer’s Awareness Month).
7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.

8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include “brown bag” seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.

9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.

10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, theraband exercises, etc.

11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.

12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center.

13. To serve **20,618 home delivered meals** (units) in Effingham County annually.

14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly

C. **Population to be Served**

While there are exceptions, congregate and home delivered meals participants must (1) be 60 years of age or over or (2) be the spouse of a participant, regardless of age. Home delivered meals participants must also have functional impairments that prevent them from participating in a congregate meals program, or be responsible for the care of a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. Preference will be given to those in greatest economic or social need, and emphasis will be placed on low-income minority individuals and rural elderly.

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).
Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

D. Service Area

The service area is Effingham County, Georgia.

E. Staffing Requirement

The contractor must employ at least one staff person to serve as the senior center site manager who will supervise and provide oversight for the center and will ensure all requirements are met. He/she must demonstrate appropriate knowledge and skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

In the absence of a site manager (due to sick leave, personal leave, training attendance, etc.), another employee of the contractor must be present to supervise the center during the period of time that participants are in attendance.

F. Food Service and Delivery

Under a sub-contract arrangement, meals are prepared on a daily basis at the Effingham County Prison kitchen, and are delivered to the senior center locations. Contractor staff at the senior center will be responsible for keeping food at the appropriate temperatures. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

The Food Service Manager at the Effingham County Prison is also responsible for individual packaging and delivery of home delivered meals to participants in the Home Delivered Meals program. The Prison will provide packaging material and will employ at least one staff person to deliver meals to the senior center and ensure that the state-required “holding” time of four hours is met. The last home delivered meal must be delivered (and the last congregate meal served) within four hours of food preparation. Volunteers should also be used to assist with meal packaging and/or delivery.

Contractor staff must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves. (Contractor staff continues to be responsible for food safety and temperatures when occasional picnic meals provided by the food vendor are served. If a meal is eaten at a restaurant during the course of a planned
trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

G. Required Service Days and Requests for Schedule Changes

Home delivered meals must be delivered 250 days per year, and congregate services must be provided 250 days per year. Non-delivery due to holidays shall not exceed 10 days per contract year.

Requests for deviations from the normal operating schedule must be submitted to the AAA for approval at least two weeks prior to the planned event. Deviations include center closings, picnics, trips, restaurant meals, etc.

If the contractor wishes to allow occasional meals/barbeques, etc. provided by churches, banks, or other organizations, the events must be scheduled after the normal operating hours of the senior center. Aging funds will not be expended for these events. (Contractor staff and the agency providing the meal are responsible for food safety and temperatures.)

H. Gateway as Single Point of Entry

The Coastal Georgia Area Agency on Aging is the "Gateway," or single point of entry for aging programs, including congregate and home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA’s Gateway intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA Gateway within (5) five business days after receiving client referrals.

When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where Gateway staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA Gateway staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

When space is available for new participants at the senior center, the site manager may conduct the initial assessment and enter the client intake and assessment information into the DAS Data System (DDS). In the event the senior center is operating at capacity and cannot accept new participants, the site manager shall refer individuals to the AAA Gateway office for a telephone assessment and placement on a waiting list.

The contractor agrees to provide the AAA toll free telephone number (800-580-6860) to inquirers and encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.
I. Intake/Registration and Assessment/Reassessment

Contractor staff is responsible for registering clients into the DAS Data System (DDS) once services are initiated and for conducting client assessments and reassessments for participants in accordance with DAS guidelines. The Contractor will maintain a participant file for each home delivered and congregate client. The file will contain all pertinent forms and information related to the participant.

When a client's services are terminated (due to death, relocation, eligibility changes, etc.), Contractor staff is responsible for entering an "end date" in the client's DDS record indicating the date of and reason for the termination. Contractor staff is responsible for sending in a client disposition form within (5) five days after receiving the re'erral and/or termination of service.

J. Outreach Activities

Contractor staff must conduct outreach activities with emphasis on identifying potential congregate and home delivered meals program participants who are among those in greatest social and economic need. All outreach activities must be documented, and the documentation must be filed and maintained at the Senior Center. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

K. Additional Contractor Staff Responsibilities

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:

a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services, and delivery of home delivered meals. (Volunteer time may be utilized as in-kind local match.)

b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.

c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.

d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.

e. Attend training sessions scheduled by the AAA or the Division of Aging Services

f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of an up-to-date waiting list of potential congregate and home delivered meals participants
g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.

h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

Contractor will cooperate with the AAA in the implementation of senior center re-design, evidence-based programming and the development and implementation of a volunteer program that supports our aging services delivery system. Contractor shall adopt best practices that utilize advances in technology relevant in the field of aging and beneficial to the clients we serve. Contractor will include goals in their annual report that support senior center re-design, evidence-based programs, volunteerism and technology.

L. Site Council

Senior center staff is responsible for the development of a senior center site council, consisting of senior center participants. The site council gives participants the opportunity to have input into activities and decisions that affect the senior center. The site council advises the staff on the needs and concerns of the participants; gives support and assists with site programs, services, and activities; and reviews meal preferences and complaints. The site council, with input from the site manager and contractor, is also responsible for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.). Site council minutes must be taken for all meetings and must reflect the decisions of the council.

M. Availability of Technical Assistance

The Coastal Regional Commission's AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA's Nutrition and Wellness Coordinator will be available to assist in the planning and organization of successful wellness programs and to assist staff in meeting medication management, wellness/health promotion, and exercise/physical fitness goals. The AAA will also provide assistance in meeting nutrition education requirements.

III. PROJECT MANAGEMENT

A. Program Management System

The Effingham County Commission is a branch of the County government. The County Administrator is responsible for the overall performance of the project.

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.
Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC's auditor) during regular office hours.

C. Invoicing (Monthly Reports)

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly congregate and home delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section IIIIF of this Annex A. The CRC reserves the right to request other supporting documentation.

D. Fund Source(s) and Match Requirements

As illustrated below, Title III (C1 and C2) Older Americans Act funding requires a local match of 10%. Social Service Block Grant (SSBG) funding requires a local match of 12%. AoA Nutrition Services Incentive Program (NSIP) and Community Based Services (CBS) funding does not require a local match.

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<th>Name of Fund Source</th>
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<th>State $ Allocation</th>
<th>Minimum Required Match $ or In-Kind Donations</th>
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<th>Projected Fees</th>
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The contractor will furnish the required local match. Local match will be expended/recorded by the contractor monthly in an amount not less than 10% of the total monthly Title III (C1 and C2) expenditures and not less than 12% of the total monthly SSBG expenditures.
E. **Budget**

The total amount of this contract is $230,938 including local match, program income and other local funds.

This is a unit cost contract, and the unit cost is:

- $6.61 for congregate meals
- $6.22 for home delivered meals

For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the CRC and is attached as Annex H. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IIID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.

If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.

F. **Person(s) Authorized to Sign Monthly Reports (Invoices)**

The following person(s) are authorized to sign the Monthly Report Form:

Christy Carpenter  [Signature]
Title: Finance Director

Mark Barnes  [Signature]
Title: Deputy Finance Director

Typed or Printed Name  Title  Signature

Typed or Printed Name  Title  Signature
OFFICE OF AGING
DEPARTMENT OF HUMAN SERVICES
OLDER AMERICANS ACT
HEARING PROCEDURES

I. PURPOSE

The purpose of these procedures is to establish a hearing mechanism in compliance with Title III of the Older Americans Act of 1965, as amended, and its implementing regulations.

II. AUTHORITY

Older Americans Act of 1965, as amended, (Section 307 [a][5]); 42 USC 3027 (a)(5); 45 CFR PART 1321, O.C.G.A. Section 49-6-2; DHR Rules Chapter 290-1-1; or their successors.

III. DEFINITIONS

1. “Grant” means an award of funds from a federal agency to the State Unit of Aging. Subsequent awards below the State Unit on Aging level (grantee level) are referred to in both federal legislation and regulation as a “subgrant” and the recipient as the “subgrantee.” The Department of Human Services, Office of Aging utilizes a formal contract to authorize others to provide actual services to clients, and requires its contractors to utilize a formal subcontract to authorize others to provide any services to clients. The Office of Aging also requires that any subcontractual relationships be indicated in the Area Plan on Aging.

For the purposes of this Hearing Procedure:

A. The terms “contract” or “contractor” shall mean the Area Agency on Aging (AAA) having a direct contractual relationship with the Office of Aging.

B. “Subcontractor” shall mean an entity authorized by subcontract with the AAA or another service provider to provide services to older Georgians funded through a subgrant (subcontract) under the AAA’s plan as defined in 45 CFR Part 1321.3 with the express approval of the Area Agency on Aging and/or the Office of Aging through the approved Area Plan on Aging.

2. “Service Provider” means the entity that is awarded a subcontract from an AAA to provide services to older Georgians under the Area Agency on Aging’s Area Plan on Aging as defined in 45 CFR Part 1321.3

For purpose of these Hearing Procedures, “Service Provider” shall also mean, an entity:

A. Which has been awarded a contract from the AAA to provide services; or,

B. Which has been awarded a subcontract from a primary service provider (AAA contractor) to provide services as approved by the AAA, to older Georgians under the Area Agency on Aging’s Area Plan on Aging.
3. “Adverse Action” means:

A. The denial of an application to provide services under an Area Plan on Aging; or,

B. The termination or nonrenewal of a contract or subcontract for provision of services under an Area Plan on Aging; or,

C. The termination or nonrenewal of a grant, subgrant, contract or subcontract for the provision of nutrition services with a service provider who was once a Title VII nutrition project service provider; or,

D. The denial of an application for designation as an Area Agency on Aging or

E. The withdrawal of designation as an Area Agency on Aging; or

F. The disapproval of an application for designation of a Planning and Service Area.

4. “State Unit on Aging” means the Department of Human Services, Office of Aging as identified in the State Plan on Aging. For purposes of these Hearing Procedures, the terms “State Unit on Aging” and “Office of Aging” are interchangeable.

5. “State Plan on Aging” means the plan developed by the State Unit on Aging and submitted to the Commissioner of the Administration on Aging as specified in Section 307 of the Older Americans Act of 1965, as amended.

6. “Area Agency on Aging” (AAA) means the organization designated by the State Unit on Aging in accordance with Section 305 (5) (C) of the Older Americans Act of 1965, as amended, and as identified in the State Plan on Aging.

7. “Area Plan on Aging” means the plan developed by the designated Area Agency on Aging for a Planning and Service Area as specified in Section 306 of the Older Americans Act of 1965, as amended.

8. “Hearing Officer” means the Director of the Office of Aging or his/her designee.

9. “Applicant to Provide Services” means an entity:

A. Which is responding to a Request for Proposal as issued by an Area Agency on Aging; or,

B. Which is responding to an approved (by the AAA) solicitation issued by a primary service provider (contractor) of the Area Agency on Aging.

IV. PROCEDURES FOR REQUESTING A HEARING

1. An opportunity for a hearing will be offered to:

A. Any applicant for designation as an Area Agency on Aging; or,

B. Any Area Agency on Aging; or,
C. Any applicant to provide a service under an Area Plan on Aging;

D. Any Title III service provider, under an Area Plan on Aging; or

E. Any applicant for designation as a Planning and Service Area.

who has been subject to an adverse action as defined above by a current service provider, Area Agency on Aging or the State Unit on Aging.

2. Any adverse action taken by any party must be in writing, must identify the party making said adverse action, and must advise all parties with rights under these procedures of the right to appeal said action by first requesting a reconsideration of the decision and, if necessary, requesting a hearing by the AAA and/or Office of Aging as described herein. All applicable time limits shall be clearly stated in all communications.

3. A. If the decision being appealed was made by the AAA or one of its subcontractors, then the aggrieved party must request, in writing, a reconsideration of that decision at the AAA level within seven (7) calendar days of receipt of the adverse action. If the decision being appealed was made by one of the AAA’s subcontractors, the aggrieved party must also send a copy to that contractor at the same time. The AAA shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the AAA’s final decision within seven (7) calendar days of the reconsideration conference.

B. If the issue is not resolved at the AAA level, then the aggrieved party may request, in writing, a hearing by mailing a hearing request to the Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The hearing will be held by the Director or his or her designee. The request must be made within fourteen (14) calendar days of receipt of the final decision of the AAA. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

4. A. If the decision being appealed was made by the Office of Aging, then the aggrieved party must request, in writing, a reconsideration of that decision at the Office of Aging level within seven (7) calendar days of receipt of the adverse action. The Office of Aging shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the State Unit on Aging decision within seven (7) calendar days of the reconsideration conference.

B. If the issue is not resolved through reconsideration at the Office of Aging level, then the aggrieved party may request, in writing, a hearing. Request for hearing should be made to Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The request must be made within fourteen (14) calendar days of receipt of the reconsideration decision of the State Unit on Aging. The hearing request must specifically identify the complaining party, the party who took the
adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

C. If the decision being appealed was made by the Office of Aging, the Director shall designate a hearing officer from outside the Office of Aging to preside over the formal hearing.

5. The issue at the reconsideration conference shall be limited to whether or not the decision being appealed was reached in accordance with the applicable procedures and was within the scope of authority of the agency taking the action.

V. SCOPE OF ISSUES AT HEARING

The issue at the hearing will be limited to whether or not the decision being appealed was reached in accordance with the applicable procedure and was within the scope of authority of the agency taking the action. Applicable current State and Federal laws and regulations concerning procurement, and the “Procedures for Competitive Procurement,” Department of Human Services, Office of Aging, will govern. Where the issue involves the award, denial or termination of a contract or subcontract, ordinary principles of Georgia contract law will also govern.

VI. HEARING PROCEDURES

1. The hearing request will not stay or otherwise delay implementation of the action appealed, unless a stay or delay is requested in writing and granted by the Hearing Officer.

2. Within thirty (30) calendar days of receipt of the hearing request by the Office of Aging, the Hearing Officer will mail or deliver to the parties a written notice of hearing, giving at least fifteen (15) calendar days advance notice of the hearing date.

3. The hearing will be conducted according to the “contested case” procedures of the Georgia Administrative Procedure Act and DHS Rules Chapter 290-1-1, or their successors.

4. If the hearing is conducted by the Director of the Office of Aging, his or her written decision will be issued to the parties within thirty (30) calendar days of closure of the hearing record and will constitute the final administrative decision of the Department of Human Services. The decision of the Director of the Office of Aging will advise the parties of any available judicial or Federal administrative appeal rights.

5. If the hearing is held by a designee of the Director, the Hearing Officer will issue a written recommended decision to the parties and to the Director within thirty (30) calendar days of closure of the hearing record. The Director of the Office of Aging may affirm, modify, or reverse the recommended decision on his or her motion, or on written application of either party filed within thirty (30) calendar days of issuance of the recommended decision. The Director’s decision will constitute the final administrative decision of the Department of Human Services, and will advise the parties of any available judicial or Federal administrative appeal rights.
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By ___________________________ Date ___________________________
(Signature of Official Authorized to Sign)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners
County: Effingham County
Program: HCBS Nutrition/Wellness
Service: HCBS Congregate Meals
Fund Source: CBS - HCBS State
Month/Year: FY2022
% of Year Completed: 8.33%

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RDC USE ONLY
Vendor Code | Cost Code | Total
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2509 | 3166/525 | $0.00

SIGNATURE AND CERTIFICATION:
I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature | Title | Date
---|---|---

D - 1
COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commissioners
Program: HCBS Nutrition/Wellness
Service: HCBS-Congregate Meals
Fund Source: NSIP State
County: Effingham County
Month/Year: FY2022
% of Year Completed: 8.33%

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.61</td>
<td>0.00</td>
<td>0.00</td>
<td>2,078</td>
<td>2,078</td>
<td>0.00%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Voluntary Contributions</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Fee for Service</td>
<td>$</td>
<td>$</td>
<td>$</td>
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</tr>
<tr>
<td>Less Private Pay</td>
<td>$</td>
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<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Other/Local Funds</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
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</table>

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$</td>
<td>$</td>
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<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
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<tr>
<td>Match</td>
<td>$</td>
<td>$</td>
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<td>$</td>
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<tr>
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<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Other/Local Funds</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

RDC USE ONLY

Vendor Code: 2509
Cost Code: 3370/525
Total: $

SIGNATURE AND CERTIFICATION:
I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. In-kind form 5215 attached documents local sources applied.

Signature
Title
Date

D - 2
COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commission
County: Effingham County
Program: HCBS Nutrition/Wellness
Service: Congregate Meals
Fund Source: Title III C1 - Congregate Meals
Month/Year FY2022
% of Year Completed 8.33%

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
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<table>
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<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$72,616.00</td>
<td>$72,616.00</td>
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<td>$0.00</td>
<td>$6,701.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,600.00</td>
<td>$5,600.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Excess Local Funds</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
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<table>
<thead>
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<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td>Federal (85%)</td>
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<td>$56,964.00</td>
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<tr>
<td>State (5%)</td>
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<td>$3,351.00</td>
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</tr>
<tr>
<td>Match (10%)</td>
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<td>$0.00</td>
<td>$6,701.00</td>
<td>$6,701.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,600.00</td>
<td>$5,600.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Excess Local Funds</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$72,616.00</td>
<td>$72,616.00</td>
<td>0.00%</td>
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</tbody>
</table>

RDC USE ONLY

Vendor Code 2509
Cost Code 3250/525
Total $0.00

SIGNATURE AND CERTIFICATION:
I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

Signature ________________________ Title ________________________ Date ____________

D - 3
**COASTAL REGIONAL COMMISSION**
**AREA AGENCY ON AGING**
**MONTHLY FINANCIAL REIMBURSEMENT FORM**

Contractor Name: Effingham County Commissioners  
County: Effingham County  

Program: HCBS Nutrition/Wellness  
Service: HCBS-Congregate Meals  
Fund Source: Other

---

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Year Completed</th>
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</thead>
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<td>2,078</td>
<td>3.33%</td>
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<table>
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<tr>
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<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Voluntary Contributions</td>
<td>$</td>
<td>$</td>
<td>$ -</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Fee for Service</td>
<td>$</td>
<td>$</td>
<td>$ -</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Private Pay</td>
<td>$</td>
<td>$</td>
<td>$ -</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Other/Local Funds</td>
<td>$</td>
<td>$</td>
<td>$ -</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$</td>
<td>$</td>
<td>$13,734.00</td>
<td>$13,734.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
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<td>$</td>
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<td>$7,212.00</td>
<td>0.00%</td>
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<tr>
<td>Match</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Other/Local Funds</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$</td>
<td>$</td>
<td>$7,212.00</td>
<td>$7,212.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

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**RDC USE ONLY**

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2509</td>
<td>0</td>
<td>$</td>
</tr>
</tbody>
</table>

---

**SIGNATURE AND CERTIFICATION:**

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---

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
COASTAL REGIONAL COMMISSION  
AREA AGENCY ON AGING  
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commission
County: Effingham County
Program: HCBS Nutrition/Wellness
Month/Year: FY2022
Service: Home Delivered Meals
% of Year Completed: 8.33%
Fund Source: CBS

### Cost Per Meal/Unit

<table>
<thead>
<tr>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.22</td>
<td>0.00</td>
<td>1,780</td>
<td>1,780</td>
<td>0.00%</td>
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</table>

### Expenditure Category

<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$</td>
<td>$</td>
<td>$11,070.00</td>
<td>$11,070.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Cash Match</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Less Excess Local Funds</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
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<td>$</td>
<td>$</td>
<td>$11,070.00</td>
<td>$11,070.00</td>
<td>0.00%</td>
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### Revenue Category

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
<td>$</td>
<td>$</td>
<td>$11,070.00</td>
<td>$11,070.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Match</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Excess Local Funds</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
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<td>$</td>
<td>$11,070.00</td>
<td>$11,070.00</td>
<td>0.00%</td>
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### RDC USE ONLY

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2509</td>
<td>3154/525</td>
<td></td>
</tr>
</tbody>
</table>

**SIGNATURE AND CERTIFICATION:**

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. In-kind form 5215 attached documents local sources applied.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

D - 5
### COASTAL REGIONAL COMMISSION
#### AREA AGENCY ON AGING
### MONTHLY FINANCIAL REIMBURSEMENT FORM

**Contractor Name:** Effingham County Commission  
**County:** Effingham County

**Program:** HCBS Nutrition/Wellness  
**Service:** HCBS-Home Delivered Meals  
**Fund Source:** NSIP - State

**Month/Year:** FY2022  
**% of Year Completed:** 8.33%

#### Cost Per Meal/Unit

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
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<tbody>
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<td>0.00</td>
<td>3,833</td>
<td>3,833</td>
<td>0.00%</td>
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#### Expenditure Category

<table>
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<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
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<td>$</td>
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<td>$</td>
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<td>$0.00</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Excess Local Funds</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Net Expenditures</td>
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<td>$</td>
<td>$23,840.00</td>
<td>$23,840.00</td>
<td>0.00%</td>
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#### Revenue Category

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td>Federal</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (100%)</td>
<td>$</td>
<td>$</td>
<td>$23,840.00</td>
<td>$23,840.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Match</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Excess Local Funds</td>
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<td>$</td>
<td>$23,840.00</td>
<td>$23,840.00</td>
<td>0.00%</td>
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**RDC USE ONLY**

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
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<tbody>
<tr>
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<td>37111/525</td>
<td>$</td>
</tr>
</tbody>
</table>

**SIGNATURE AND CERTIFICATION:**

I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. In-kind form 5215 attached documents local sources applied.

---

**Signature**  
**Title**  
**Date**
COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commission
County: Effingham County

Program: HCBS Nutrition/Wellness
Service: HCBS-Home Delivered Meals
Fund Source: Title III C2 -Home Delivered Meals
Month/Year: FY2022
% of Year Completed: 8.33%

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
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<td>13,955</td>
<td>13,955</td>
<td>0.00%</td>
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<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
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<td>$86,797.00</td>
<td>$86,797.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Cash Match</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$8,090.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,900.00</td>
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<td>0.00%</td>
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<tr>
<td>Less Excess Local Funds</td>
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<td>$0.00</td>
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<tr>
<td>Net Expenditures</td>
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<td>$0.00</td>
<td>$80,897.00</td>
<td>$80,897.00</td>
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</table>

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (85%)</td>
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<td>$0.00</td>
<td>$68,762.00</td>
<td>$68,762.00</td>
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<tr>
<td>State (5%)</td>
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<td>$0.00</td>
<td>$4,045.00</td>
<td>$4,045.00</td>
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<tr>
<td>Match (10%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$8,090.00</td>
<td>$8,090.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,900.00</td>
<td>$5,900.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Excess Local Funds</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$86,797.00</td>
<td>$86,797.00</td>
<td>0.00%</td>
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</table>

**RDC USE ONLY**

<table>
<thead>
<tr>
<th>Contract Services</th>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2509</td>
<td>3260/525</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**SIGNATURE AND CERTIFICATION:**
I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.

_Signature_  
_Title_  
_Date_

_D - 7_
COASTAL REGIONAL COMMISSION
AREA AGENCY ON AGING
MONTHLY FINANCIAL REIMBURSEMENT FORM

Contractor Name: Effingham County Commission
County: Effingham County
Program: HCBS Nutrition/Wellness
Service: HCBS-Home Delivered Meals
Fund Source: Other
Month/Year: FY2022
% of Year Completed: 8.33%

<table>
<thead>
<tr>
<th>Cost Per Meal/Unit</th>
<th>Current Month Units</th>
<th>YTD Units</th>
<th>Units Budgeted</th>
<th>Unexpended Units</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.22</td>
<td></td>
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<td>0.00</td>
<td>950</td>
<td>950</td>
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<table>
<thead>
<tr>
<th>Expenditure Category</th>
<th>Current Month</th>
<th>YTD Expense</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Cost Expense Summary</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,908.00</td>
<td>$5,908.00</td>
<td>0.00%</td>
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<tr>
<td>Less Cash Match</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Less Excess Local Funds</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,908.00</td>
<td>$5,908.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Net Expenditures</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Current Month</th>
<th>YTD Revenue</th>
<th>Budget</th>
<th>Unexpended Balance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (85%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>State (5%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Match (10%)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Program Income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Excess Local Funds</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,908.00</td>
<td>$5,908.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5,908.00</td>
<td>$5,908.00</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

RDC USE ONLY

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Cost Code</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2509</td>
<td>3260/525</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

SIGNATURE AND CERTIFICATION:
I certify that the information in this statement is accurate to the best of my knowledge and that all expenditures represented herein are in accordance with the terms and conditions of this contract. Certified Cost Form 5215 attached documents local sources applied.
### AAA Administration

<table>
<thead>
<tr>
<th>AAA Administration</th>
<th>Service Name</th>
<th>Unit of Measure</th>
<th>Individual or Group</th>
<th>Method of Reimbursement</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE 3 (B, C &amp; E)</strong></td>
<td>Administration</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>Activities associated with overall area agency operations. Includes, but is not limited to: analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification and development.</td>
</tr>
<tr>
<td><strong>AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B</strong></td>
<td>Program Development</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>Those activities directly related to either the establishment of a new service; or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.</td>
</tr>
<tr>
<td><strong>AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B</strong></td>
<td>Advocacy</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>Activities related to monitoring, evaluating and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; carrying out activities in support of the state administered long term care ombudsman program; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.</td>
</tr>
<tr>
<td><strong>AAA ADMINISTRATIVE RESPONSIBILITIES FROM TITLE III B</strong></td>
<td>Coordination</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community based services to effectively and efficiently meet the needs of older persons.</td>
</tr>
<tr>
<td>AAA ADMINISTRATION</td>
<td>Service Name</td>
<td>Unit of Measure</td>
<td>Individual or Group</td>
<td>Method of Reimbursement</td>
<td>Definition</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>--------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>----------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>CCSP ADMINISTRATION FROM CCSP FUNDS</td>
<td>Lead Agency</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td>1. Monitoring - AAA monitors Gateway/ADRC for adherence to standards and SOP; and care coordination activities and records (including 5% of active client records bi-annually). AAA required to use standard monitoring tool.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2. Provider Network Meetings - AAA plans and conducts Quarterly Network meetings for CCSP providers and documents attendance in AIMS.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3. Prospective providers - Providers are expected to meet with AAA staff to obtain an AAA Consult form as a requirement of the enrollment process.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4. Complaints - AAA's receives monthly provider complaint log from CareCoordination from provider complaint logs and AAA responsible to determine resolution.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5. Marketing - CCSP is to be included in all AAA marketing activities.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6. Appeals Hearings - May include documentation and attendance at hearing if client is denied service and appeals decision.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7. Area Plan - AAA to incorporate CCSP goals and outcomes into the Area Plan.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8. Care Coordination - AAA administers care coordination at the local level.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9. CCSP Services - AAA promotes development of comprehensive service delivery within region and manages client service benefits.</td>
</tr>
<tr>
<td>AAA SERVICE</td>
<td>Service Name</td>
<td>Unit of Measure</td>
<td>Individual or Group</td>
<td>Method of Reimbursement</td>
<td>Definition</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>--------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>AAA SERVICE</td>
<td>Volunteer Recruitment,</td>
<td>1 Volunteer,</td>
<td>Group</td>
<td></td>
<td>Activities related to the recruitment, training, placement, and retention/</td>
</tr>
<tr>
<td></td>
<td>Development, Retention</td>
<td>1 activity</td>
<td></td>
<td></td>
<td>recognition of volunteers (DAS).</td>
</tr>
<tr>
<td>AAA SERVICE</td>
<td>Volunteer Service</td>
<td>1 Volunteer,</td>
<td>Group</td>
<td></td>
<td>Activities related to the provision of volunteer service hours by</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 hour</td>
<td></td>
<td></td>
<td>volunteers.</td>
</tr>
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DIVISION of AGING SERVICES
Taxonomy of Services Definitions
AAA Services
<table>
<thead>
<tr>
<th>Program</th>
<th>Service Name</th>
<th>Unit of Measure</th>
<th>Individual or Group</th>
<th>Method of Reimbursement</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADRC</td>
<td>Gateway/ADRC's Information &amp; Assistance</td>
<td>1 contact</td>
<td>Individual in AIMS (Group in ESP)</td>
<td></td>
<td>&quot;A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet website &quot;hits&quot; are to be counted only if information is requested and supplied.&quot; (NAPIS_5_2010) A service that: (D) assesses the individual's circumstances, as appropriate, for the purpose of determining their need (s) and referring them to the most appropriate resource. ADRCs target services to the elderly and individuals with physical disabilities, serious mental illness, and/or developmental intellectual disabilities. The ultimate goal of the ADRCs is to service all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.</td>
</tr>
<tr>
<td>ADRC</td>
<td>Outreach</td>
<td>1 contact</td>
<td>Group</td>
<td></td>
<td>&quot;Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>ADRC, MFP</td>
<td>VDSQ Options Counseling Options Counseling</td>
<td>1 Person</td>
<td>Individual</td>
<td></td>
<td>Long-term support options counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances. (AOA definition 2010)</td>
</tr>
<tr>
<td>Program</td>
<td>Service Name</td>
<td>Unit of Measure</td>
<td>Individual or Group</td>
<td>Method of Reimbursement</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------</td>
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<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Care Consultation</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Line Item</td>
<td>An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete 2 contacts within months 1-3; 1 contact during months 4-6, and 1 contact, every 3 months after the six-month interval, up to one year.</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Case Management</td>
<td>1/4 hour</td>
<td>Individual</td>
<td>Line Item</td>
<td>&quot;Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.&quot; (NAPIS_5_2010) Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Community Education</td>
<td>1 Session</td>
<td>Staff Activity Log for Group</td>
<td>Line Item</td>
<td>Contacts with several current or potential clients/caregivers, or the general public, to inform them of service availability or provide general program information. Examples include but are not limited to health fairs, and caregiver conferences.</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Counseling</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>&quot;Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups and caregiver training (of individual caregivers and families).&quot; NAPIS_5_2010 Providing individual guidance and assistance with problem resolution by professionally qualified paid or volunteer staff to older persons or grandparents raising grandchildren. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. (DAS) This service can be provided to relative caregivers of children.</td>
</tr>
<tr>
<td>Program</td>
<td>Service Name</td>
<td>Unit of Measure</td>
<td>Individual or Group</td>
<td>Method of Reimbursement</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------</td>
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<td>---------------------</td>
<td>-------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Interpretation/Translation</td>
<td>1 Hour</td>
<td>Group</td>
<td>Line Item</td>
<td>To explain the meaning of oral and/or written communications to non-English speaking and/or persons with disabilities who are unable to perform the functions due to linguistic, visual, hearing or cognitive impairments or limitations. (DAS)</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Transition Coordination</td>
<td>1 Person</td>
<td>Individual</td>
<td>Line Item</td>
<td>Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty days after day of transition. (Not MFP Eligible Clients)</td>
</tr>
<tr>
<td>MONEY FOLLOWS THE PERSON</td>
<td>MDS-Q Options Counseling</td>
<td>1 Person</td>
<td>Individual</td>
<td></td>
<td>Long-term support options counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers needs, preferences, values and individual circumstances for individuals currently residing in nursing facilities and is provided face-to-face. (AoA definition 2010)</td>
</tr>
<tr>
<td>MONEY FOLLOWS THE PERSON</td>
<td>Transition Coordination</td>
<td>1 Person</td>
<td>Individual</td>
<td></td>
<td>Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.</td>
</tr>
</tbody>
</table>
DIVISION of AGING SERVICES  
Taxonomy of Services Definitions  
GeorgiaCares

<table>
<thead>
<tr>
<th>Program</th>
<th>Service Name</th>
<th>Unit of Measure</th>
<th>Individual or Group</th>
<th>Method of Reimbursement</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEORGIA CARES PROGRAM</td>
<td>GeorgiaCares</td>
<td>1 Hour 1 Contact</td>
<td>Individual</td>
<td></td>
<td>Provision of information to individuals regarding their eligibility for benefits and providing one-on-one assistance with pursuing claims or benefits and advocacy on behalf of the beneficiary.</td>
</tr>
<tr>
<td>GEORGIA CARES PROGRAM</td>
<td>GeorgiaCares Outreach and Training</td>
<td>1 Hour</td>
<td>Staff Activity logs</td>
<td></td>
<td>Provision of information and outreach to groups regarding benefits and Medicare fraud. This includes presentations, booths/exhibits. Provided by a GeorgiaCares Counselor (staff or volunteer).</td>
</tr>
</tbody>
</table>
DIVISION of AGING SERVICES
Taxonomy of Services Definitions
HCBS Services

<table>
<thead>
<tr>
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<th>Method of Reimbursement</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELDERLY LEGAL ASSISTANCE PROGRAM (ELAP)</td>
<td>Elderly Legal Assistance Program</td>
<td>1 Hour</td>
<td></td>
<td>Staff Activity Logs</td>
<td>Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney” (NAPIS_2010)</td>
</tr>
<tr>
<td>Elder Abuse Prevention Program (optional)</td>
<td>Elder Abuse Prevention</td>
<td>1 Session</td>
<td></td>
<td>Staff Activity Logs</td>
<td>Provision of information and outreach to individuals and groups to prevent elder abuse and consumer fraud. May be included with Community Education and program awareness/events and training.</td>
</tr>
<tr>
<td>Home and Community Based Services (HCBS)</td>
<td>Adult Day Care</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling...&quot; (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Adult Day Care - Mobile</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling...&quot; (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Adult Day Health</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Chore</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person. (NAPIS_5_2010)</td>
</tr>
<tr>
<td>Program</td>
<td>Service Name</td>
<td>Unit of Measure</td>
<td>Individual or Group</td>
<td>Method of Reimbursement</td>
<td>Definition</td>
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<tr>
<td>HCBS</td>
<td>CLP</td>
<td>1 Unit of Service Received (varies)</td>
<td>Individual</td>
<td>Line Item</td>
<td>The Community Living Program is a program that helps individuals who are not eligible for Medicaid, but at imminent risk of nursing home placement and spend-down to Medicaid, to remain at home and in the community and have access to flexible, consumer-directed services.</td>
</tr>
<tr>
<td>HCBS</td>
<td>Community Living Program: Monitored Living Solution Installation</td>
<td>1 Installation</td>
<td>Individual</td>
<td>Line Item</td>
<td>Installation of technology designed to provide in-home or off-site monitoring with the intention of managing the health and safety of at-risk older adults and those with disabilities. Some examples include remote video monitoring, door sensors, telemedicine, health monitors, sensor mats, fall detectors, movement detectors, etc. Monitoring can be done privately or by agencies who offer professional telecaregiving services. In addition to managing and monitoring health and safety, this type of technology may also provide respite for the in-home caregiver.</td>
</tr>
<tr>
<td>HCBS</td>
<td>Community Living Program: Monitored</td>
<td>1 Month</td>
<td>Individual</td>
<td>Line Item</td>
<td>Monitoring of technology designed to provide in-home or off-site monitoring</td>
</tr>
<tr>
<td>HCBS</td>
<td>Congregate Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws.&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Emergency Response - Monitoring</td>
<td>1 Month</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Monitoring of an in-home electronic support system which provides 2-way communication to geographically and socially isolated individuals, enabling them to remain in their own homes. The electronic system provides 24-hour-a-day access to a medical control center on a daily basis. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Emergency Response Installation</td>
<td>1 Installation</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Installation of an in-home electronic support system which provides 2-way communication to geographically and socially isolated individuals, enabling them to remain in their own homes. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Exercise/ Physical Fitness</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Provision of activities which promote health, wellness, mobility, and flexibility, including specialized exercises/workouts for persons with disabilities or mobility limitations. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Financial Management Services</td>
<td>1 month</td>
<td>Individual</td>
<td>Line Item</td>
<td>Financial Management Services are participant directed supports that make financial transactions on behalf of self-directing individuals in accordance with spending plans, authorization and program rules. These services can include managing funds; processing payroll, vendor and consumer reimbursements; filing and paying state and federal taxes; and purchasing worker’s compensation insurance.</td>
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<tr>
<td>Program</td>
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</tr>
<tr>
<td>HCBS</td>
<td>Friendly Visiting</td>
<td>1 Visit</td>
<td>Individual</td>
<td>Line Item</td>
<td>Visiting an individual in their place of residence in order to reduce social isolation; may include letter writing, reading, interpreting and/or translating business and personal correspondence. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>HCBS Services as appropriate</td>
<td>Varies with specific service selected</td>
<td>Individual</td>
<td>Varies with specific service selected</td>
<td>NOTE: Select the HCBS service to be authorized to the HCBS Caregiver Category based on the Caregiver Program Standards. If IIIIE funds are utilized, the caregiver is the client and a care receiver must be documented in the client file prior to any units added to HCBS service logs.</td>
</tr>
<tr>
<td>HCBS</td>
<td>Health Promotion and Disease Prevention - Group</td>
<td>1 Session</td>
<td>Staff Activity Logs document Group Services including Lifestyle Management, Nutrition Education, Physical Activity, &amp; Public Awareness/Prevention</td>
<td>Line Item</td>
<td>The provision of evidence-based program activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Staff activities will include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management</td>
</tr>
<tr>
<td>HCB SERVICES</td>
<td>Health Risk Assessments and Screenings</td>
<td>1 Contact</td>
<td>Individual</td>
<td>Line Item</td>
<td>Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for appropriate care.</td>
</tr>
<tr>
<td>HCB SERVICES</td>
<td>Home Delivered Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws.&quot; (NAPIS_5_2010) May include assistive technology for dining. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Home Management</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Line Item</td>
<td>Training to functionally impaired individuals in self-help and self-care skills and/or training in daily living skills or instrumental activities of daily living (IADLs). (DAS)</td>
</tr>
</tbody>
</table>
# DIVISION of AGING SERVICES

**Taxonomy of Services Definitions**

**HCBS Services**

<table>
<thead>
<tr>
<th>Program</th>
<th>Service Name</th>
<th>Unit of Measure</th>
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</tr>
</thead>
<tbody>
<tr>
<td>HCBS</td>
<td>Home Modification/ Home</td>
<td>1 Job Completed</td>
<td>Individual</td>
<td>Line Item</td>
<td>Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. May also include the purchase and installation of assistive technology or devices, such as locks, smoke detectors, tub rails, improved lighting, etc. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Home Sharing/ Roommate</td>
<td>1 Match</td>
<td>Individual</td>
<td>Line Item</td>
<td>Services that facilitate the matching of older individuals with suitable, appropriate individuals, who will live together in a residential setting, each person having private space and shared common areas such as the kitchen, living, and dining rooms. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Homemaker</td>
<td>1.4 hour (database</td>
<td>Individual</td>
<td>Unit Cost Voucher</td>
<td>Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. (NAPIS_5_2010)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>converts to 1 hr for</td>
<td></td>
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<td>NAPIS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Material Aid</td>
<td>1 Contact</td>
<td>Individual</td>
<td>Line Item Voucher</td>
<td>Payments to or on behalf of an older person, caregiver, or relative caregivers raising children for housing/shelter; transportation; utilities; food/meals or groceries; clothing; child safety; eyeglasses; dental care; assistive technology, etc. (DAS)</td>
</tr>
<tr>
<td>HCB SERVICES</td>
<td>Medications Management</td>
<td>1 Session</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Provision of one-on-one screening to prevent incorrect medication use and adverse drug reactions. Provision of assistive technology to support proper medication usage. (DAS)</td>
</tr>
<tr>
<td>HCB SERVICES</td>
<td>Nutrition Counseling</td>
<td>1 Hour for NAPIS)</td>
<td>Individual</td>
<td>Line Item</td>
<td>&quot;Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietician, and addresses the options and methods for improving nutrition status.&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>HCB SERVICES</td>
<td>Nutrition Education</td>
<td>1 Session</td>
<td>Individual/Group</td>
<td>Line Item</td>
<td>A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietician or individual of comparable expertise. (NAPIS_5_2010) (Note - Nutrition Education Groups documented on the Health Promotion and Disease Prevention Staff Activity Log)</td>
</tr>
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</tr>
<tr>
<td>HCB SERVICES</td>
<td>Nutrition Risk Assessments</td>
<td>1 Session</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.</td>
</tr>
<tr>
<td>HCBS</td>
<td>Personal Care</td>
<td>1/4 hour (1/8 hour converts to 1 hr for NAPIS)</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Providing personal assistance, stand-by assistance, supervision, or cures for individuals having difficulty with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cures. (NAPIS_5_2010)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Respite Care - In-Home</td>
<td>1 hour</td>
<td>Individual</td>
<td>Unit Cost Voucher</td>
<td>Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) In-Home Respite (personal care, homemaker, and other in-home respite). (NAPIS_5_2010).</td>
</tr>
<tr>
<td>HCBS</td>
<td>Respite Care-Out of Home</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost Voucher</td>
<td>Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) Respite, In-home (see above), 2) respite provided by attendance of the care recipient at a senior center or other nonresidential program, 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver. Respite Care for Kinship Care (grandparents and other relative caregivers caring for children includes summer camps, child care or after school care). (DAS) (NAPIS_5_2010).</td>
</tr>
<tr>
<td>HCBS</td>
<td>Senior Recreation</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Nutrition related activities; activities that promote socialization, physical and mental enrichment; clubs; education sessions and programming for other leisure activities (i.e., sports, performing arts, games, crafts, travel, volunteering; community gardening; environmental activities; and intergenerational activities, etc.) offered to eligible persons sponsored by and/or at an approved senior center facility which are facilitated by an instructor or provider. These activities are those which do not fall under funded nutrition and/or wellness programs.</td>
</tr>
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<tr>
<td>HCBS</td>
<td>Support Group</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Individual clients documented. Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer’s Disease, or diabetes, for example. Support groups can be led by a lay person, a health care professional, or both.</td>
</tr>
<tr>
<td>HCBS</td>
<td>Telephone Reassurance</td>
<td>1 Contact</td>
<td>Individual</td>
<td>Line Item</td>
<td>Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Transportation</td>
<td>1 One-Way Trip</td>
<td>Individual</td>
<td>Unit Cost Voucher</td>
<td>&quot;Transportation from one location to another: Does not include any other activity.&quot; (NAPIS_5_2110)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Transportation</td>
<td>1 One-Way Trip</td>
<td>Group</td>
<td>Unit Cost Voucher</td>
<td>&quot;Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity.&quot; (NAPIS_5_2110)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Transportation (DHS Unified)</td>
<td>1 One-Way Trip</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Provision of DHS Unified transportation as a means of transporting clients from one location to another. Does not include any other activity. (DAS)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Transportation (DHS Unified)</td>
<td>1 One-Way Trip</td>
<td>Group</td>
<td>Unit Cost Voucher</td>
<td>&quot;Transportation of an established group of consumers from one location to another, for example a senior center outing. Does not include any other activity.&quot; (NAPIS_5_2110)</td>
</tr>
<tr>
<td>HCBS</td>
<td>Transportation (Assisted)</td>
<td>1 One-Way Trip</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Adult Day Care</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling...&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Adult Day Care - Mobile</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling...&quot; (NAPIS_5_2010) Mobile Daycare services may be provided by staff who travel from a central location on a daily basis, to various sites, primarily, but not limited to, rural areas. (DAS)</td>
</tr>
<tr>
<td>Program</td>
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<tr>
<td>Caregiver</td>
<td>Adult Day Health</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day health typically include social and recreational activities, training, and counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Care Consultation</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Line Item</td>
<td>An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete 2 contacts within months 1-3; 1 contact during months 4-6, and one contact, every 3 months after the sixth month interval, up to one year.</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Case Management</td>
<td>1/4 hour (catabase converts to 1 Hour for NAPIS)</td>
<td>Individual</td>
<td>Line Item</td>
<td>&quot;Assistance either in the form of access or care coordination in circumstances where the older person or caregiver is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by a formal service provider and/or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.&quot; (NAPIS_5_2010) Case Management can be provided to older adults, persons with disabilities, caregivers, or relative caregivers raising children.</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Community Education - Public Event</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Contacts with several current or potential clients/caregivers, or the general public, to inform them of service availability or provide general program information. Examples include but are not limited to health fairs, and caregiver conferences.</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Community Education - Chronic Disease Self-Management Program</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).</td>
</tr>
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### DIVISION of AGING SERVICES

**Taxonomy of Services Definitions**

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<td>Caregiver</td>
<td>Congregate Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws.&quot; (NAPIS_5_2010)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Counseling</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>&quot;Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups and caregiver training (of individual caregivers and families). &quot; NAPIS_5_2010 Providing individual guidance and assistance with problem resolution by professionally qualified paid or volunteer staff to older persons or grandparents raising grandchildren. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes. (DAS) This service can be provided to relative caregivers of children.</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Financial Management Services</td>
<td>2 month</td>
<td>Individual</td>
<td>Line Item</td>
<td>Financial Management Services are participant directed supports that make financial transactions on behalf of self directing individuals in accordance with spending plans, authorization and program rules. These services can include managing funds; processing payroll, vendor and consumer reimbursements; filing and paying state and federal taxes; and purchasing worker's compensation insurance.</td>
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<tr>
<td>Caregiver</td>
<td>Health Risk Assessments and Screenings</td>
<td>1 Contact</td>
<td>Individual</td>
<td>Line Item</td>
<td>Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for appropriate care and services.</td>
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<tr>
<td>Caregiver</td>
<td>Home Delivered Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>&quot;A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws.&quot; (NAPIS_5_2010) May include assistive technology for dining. (DAS)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Home Modification/ Home Repair</td>
<td>1 Job Completed</td>
<td>Individual</td>
<td>Line Item</td>
<td>Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. May also include the purchase and installation of assistive technology or devices, such as locks, smoke detectors, tub rails, improved lighting, etc. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches. (DAS)</td>
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<tr>
<td>Caregiver</td>
<td>Homemaker</td>
<td>1.4 hour</td>
<td>Individual</td>
<td>Unit Cost Voucher</td>
<td>Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework. (NAPIS_5_2010)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Material Aid</td>
<td>1 Contact</td>
<td>Individual Group</td>
<td>Line Item Voucher</td>
<td>Payments to or on behalf of an older person, caregiver, or relative caregivers raising children for housing/shelter; transportation; utilities; food/meals or groceries; clothing; child safety; eyeglasses; dental care; assistive technology, etc. (DAS)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Personal Care</td>
<td>1.4 hour</td>
<td>Individual</td>
<td>Unit Cost</td>
<td>Providing personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, eating. Personal assistance, stand-by assistance, supervision or cues. (NAPIS_5_2010)</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Respite Care - In-Home</td>
<td>1 hour</td>
<td>Individual</td>
<td>Unit Cost Voucher</td>
<td>Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) In-Home Respite (personal care, homemaker, and other in-home respite). (NAPIS_5_2010).</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Respite Care - Out-of-Home</td>
<td>1 Hour</td>
<td>Individual</td>
<td>Unit Cost Voucher</td>
<td>Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) Respite, In-home (see above), 2) respite provided by attendance of the care recipient; at a senior center or other nonresidential program, 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver. Respite Care for Kinship Care (grandparents and other relative caregivers caring for children includes summer camps, child care or after school care. (DAS) (NAPIS_5_2010).</td>
</tr>
<tr>
<td>Caregiver</td>
<td>Support Group</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health professional, or both.</td>
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<tr>
<td>Caregiver</td>
<td>Telephone Reassurance</td>
<td>1 Contact</td>
<td>Individual</td>
<td>Line Item</td>
<td>Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety. (DAS)</td>
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<tr>
<td>Kinship Care</td>
<td>Care Receiver Supervision</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Watchful oversight for care receivers while kinship Caregiver participate in other program activities.</td>
</tr>
<tr>
<td>Kinship Care</td>
<td>Community and Public Education</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Contacts with several current or potential kinship caregivers, or the general public, to inform them of service availability or provide general Kinship Care program information.</td>
</tr>
<tr>
<td>Kinship Care</td>
<td>Special Event</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Special events such as advocacy, arts &amp; crafts, recognitions or celebrations, and sporting events, etc.</td>
</tr>
<tr>
<td>Kinship Care</td>
<td>Material Aid/Child Safety</td>
<td>1 Session</td>
<td>Group Individual</td>
<td>Line Item Voucher</td>
<td>Payments to or on behalf of kinship caregivers raising children for items such as groceries, clothing, back to school supplies, holiday resources, that are provided in a group setting.</td>
</tr>
<tr>
<td>Kinship Care</td>
<td>Training</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Provision of skill building through instruction for family caregivers and/or professional caregivers conducted in a group setting.</td>
</tr>
<tr>
<td>Kinship Care</td>
<td>Tutoring</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Giving instruction to small groups (or to individuals), to help participants help themselves, or to assist or guide them to the point at which they become independent learners in academic subjects, including languages. (DAS)</td>
</tr>
<tr>
<td>Kinship Care</td>
<td>Caregiver Conferences and Workshops</td>
<td>1 Session</td>
<td>Group</td>
<td>Line Item</td>
<td>Targeted information and/or interactive sessions for kinship caregivers that have a formal theme and agenda, at least one primary speaker or session, and are of at least four hours duration, inclusive of all activities.</td>
</tr>
<tr>
<td>Kinship Care</td>
<td>Support Group</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Individual clients documented. Support groups are a gathering of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer's Disease, or diabetes, for example. Support groups can be led by a lay person, a health care professional, or both.</td>
</tr>
<tr>
<td>SCSEP</td>
<td>SCSEP</td>
<td>1 Enrollment or 1 Placement</td>
<td>Individual</td>
<td>Line Item</td>
<td>Provision of services to assist older persons with subsidized employment training opportunities and to obtain unsubsidized employment. May include assessment of skills and abilities, upgrading of job-seeking skills, employability training, development of individual development plans, job placement into unsubsidized employment and follow-up activities. (DAS)</td>
</tr>
<tr>
<td>Program</td>
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</tr>
<tr>
<td>CCSP (Community Care Services Program)</td>
<td>Care Coordination</td>
<td>N/A</td>
<td>Individual</td>
<td></td>
<td>Provision of twenty-four hour, seven day per week availability for physically impaired individuals and their families to determine service needs and interventions, plan, arrange, coordinate, monitor and evaluate services, communicate with medical professionals and refer to community resources as appropriate.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Adult Day Health</td>
<td>ACH Level I - 3 hrs min. ACH Level II - 5 hrs min.</td>
<td>Individual</td>
<td></td>
<td>Provision of social, health and rehabilitative daytime services in a community-based, medically supervised, protective, congregate setting for functionally impaired individuals who are at risk for institutionalization. Includes nursing and medical social services, skilled therapies, assistance with the activities of daily living, therapeutic activities, food services, transportation, education of caregivers, emergency care and preventive and rehabilitative services.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Alternative Living Services</td>
<td>1 Day</td>
<td>Individual</td>
<td></td>
<td>Provision of twenty-four hour supervision, medically-oriented personal care residence, regularly scheduled nursing supervision, and health related support services in a residential setting other than the consumer's home. The service is provided in state licensed personal care homes. Group Model is licensed for 7-24 residents and Family Model is licensed 2-6 residents.</td>
</tr>
<tr>
<td>CCSP</td>
<td>CD-PSS (Consumer Directed Personal Support Services Option)</td>
<td>1/4 hour</td>
<td>Individual</td>
<td></td>
<td>Eligible consumer hires and supervises worker(s) of choice who provide a range of PSS support services for the CCSP consumer.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Emergency Response System</td>
<td>One Week</td>
<td>Individual</td>
<td></td>
<td>Provision of a constant in-home electronic support system which provides two-way communication between isolated persons and a response center.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Financial Management Services</td>
<td>One Month</td>
<td>Individual</td>
<td></td>
<td>Consumers in the Consumer Directed Personal Support Services option (CD-PSS must also enroll in Financial Management Services (FMS). The provider agency issues worker(s) paychecks on behalf of the consumer that adhere to federal and state tax laws.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Home Delivered Meals</td>
<td>1 Meal</td>
<td>Individual</td>
<td></td>
<td>Provision of nutritious meals or special diets, nutrition education, nutrition screening and nutrition counseling to maintain or improve nutrition and enhance consumer health and well-being.</td>
</tr>
<tr>
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<tr>
<td>CCSP</td>
<td>Home Delivered Services</td>
<td>Per Visit</td>
<td>Individual</td>
<td></td>
<td>Provision of skilled nursing, occupational, physical, and speech therapies, medical social work services for functionally impaired individuals who are at risk for institutionalization.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Personal Support Services</td>
<td>1/4 Hour</td>
<td>Individual</td>
<td></td>
<td>Provision of personal assistance, standby assistance, supervision or cues to functionally impaired persons with the inability to perform at least one Activity of Daily Living (ADL) and Instrumental Activities of Daily Living (IADLS). Tasks include: meal preparation, hygiene, bathing, feeding, light housekeeping, shopping and other support services. Eligible consumers may choose Consumer Directed - PSS option.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Personal Support Services-Extended</td>
<td>1/4 Hour</td>
<td>Individual</td>
<td></td>
<td>Provision of personal support services over an extended period of time in a home setting which may include relief of the caregiver who normally provides care and oversight of the functionally impaired individual who is at risk for institutionalization. Tasks include: meal preparation, hygiene, bathing, feeding, light housekeeping, shopping, other support services and in-home respite care provided by a personal support aide. Eligible consumers may choose Consumer Directed - PSS option. Note PSSX is equal to or above 12 units.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Respite Care- Out of Home Overnight</td>
<td>8 hours</td>
<td>Individual</td>
<td></td>
<td>Provision of non skilled tasks and services administered to a functionally impaired individual in an approved out-of-home overnight, (respite care setting which offers twenty-four hour supervision, specifically to provide temporary relief to the caregivers) responsible for performing or managing the care of a functionally impaired individual on a regular basis. Out-of-Home Respite care is provided in an approved facility.</td>
</tr>
<tr>
<td>CCSP</td>
<td>Skilled Nursing Services</td>
<td>Per Visit</td>
<td>Individual</td>
<td></td>
<td>Provision of time limited skilled nursing services to individuals by a private home care provider licensed to provide skilled nursing services when ordered by a physician in a plan of care.</td>
</tr>
</tbody>
</table>
## DIVISION of AGING SERVICES
### Taxonomy of Services Definitions
#### Adult Protective Services

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>ADULT PROTECTIVE SERVICES</td>
<td>Intake</td>
<td>1 contact</td>
<td>Individual</td>
<td>N/A</td>
<td>A service to receive reports of alleged abuse, neglect, exploitation and/or self neglect of a disabled adults (18-64) or elder persons (65+). Reports may be accepted for investigation; provided intervention (limited telephone case management) or for information and referral.</td>
</tr>
<tr>
<td>ADULT PROTECTIVE SERVICES</td>
<td>Investigation</td>
<td>1 contact</td>
<td>Individual</td>
<td>N/A</td>
<td>For reports that meet criteria, investigation is a service to determine if alleged abuse, neglect, exploitation and/or self neglect has occurred, report substantiated cases to law enforcement anc to prevent further maltreatment of the adult at risk.</td>
</tr>
<tr>
<td>ADULT PROTECTIVE SERVICES</td>
<td>Case Management</td>
<td>1 contact</td>
<td>Individual</td>
<td>N/A</td>
<td>A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.</td>
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</tbody>
</table>

Note: This program is administered by DAS
<table>
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<tbody>
<tr>
<td>PUBLIC GUARDIANSHIP OFFICE</td>
<td>Guardianship</td>
<td>N/A</td>
<td>Individual</td>
<td>N/A</td>
<td>Guardianship case management services are provided to adult persons under guardianship, also referred to as &quot;wards,&quot; whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions for persons under guardianship that the person would have made if the person had the capacity to do so. This substituted decision-making process is informed by the preferences and needs of the person under guardianship. Case managers respect the privacy and dignity of the person under guardianship and choose options for the person that are the least-restrictive, allowing for the greatest exercise of self-determination, self-reliance, and individual rights.</td>
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Note: This program is administered by DAS
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<tbody>
<tr>
<td>FSIU</td>
<td>Case Consultation, Technical Assistance</td>
<td>1 Person</td>
<td>N/A</td>
<td>N/A</td>
<td>Case reviews/consultations for DAS, first responders and mandated reporters regarding issues related to Abuse, Neglect, and Exploitation. Forensics is point of contact for agencies engaged in criminal &amp; death investigations to determine if victim and/or decedent is or was receiving services through Adult Protective Services. Persons will refer to the individuals contacting FSIU for assistance, not the number of people involved in the case.</td>
</tr>
<tr>
<td>FSIU (EAP)</td>
<td>Information and Outreach</td>
<td>1 Session</td>
<td>N/A</td>
<td>N/A</td>
<td>Provision of services to include information and outreach to mandated reporters and first responders to increase awareness of and response to abuse, neglect &amp; exploitation of older adults and adults with disabilities.</td>
</tr>
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<tr>
<td>HCBS SERVICES</td>
<td>Community Education - CDSMP</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>A Stanford University evidence-based, train the trainer program held for two and a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Community Education - DSMP</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>A Stanford University evidence-based, train the trainer program held for two and a half hours, once a week for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by two trained individuals, one or both of whom have diabetes. Participants have diabetes or are diagnosed as being pre-diabetic. Completers will attend at least four of the six sessions.</td>
</tr>
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<tr>
<td>HCBS SERVICES</td>
<td>Community Education - Matter of Balance</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Developed by researchers in Maine, this is an 8 week evidence based program designed to address the fear individuals have of falling. It combines education about falls prevention as well as an introduction to physical activities that can help improve balance and stability. A completer is a participant who attends at least five of the eight sessions.</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Community Education - Powerful Tools for Caregivers (PTC)</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. Completers are participants who attend 2/3 of the sessions (4 of 6 sessions).</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>Community Education - Tai Chi for Health</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>Developed by Dr. Paul Lam in Australia, TCH is 12 forms of Tai Chi taught by trained instructors over 8 (1 hour) or 12 (1 hour) week sessions. The program improves balance and especially helps persons with Arthritis. Completers are participants who attend 2/3 of the sessions (5 of 8 or 8 of 12) in a workshop.</td>
</tr>
<tr>
<td>HCBS SERVICES</td>
<td>TCARE</td>
<td>1 Session</td>
<td>Individual</td>
<td>Line Item</td>
<td>An evidence-based protocol designed to enable care managers to more effectively support family caregivers by efficiently targeting services to their needs and strengths. TCARE guides care managers through an assessment and care planning process that helps them examine the sources and types of stress that the caregiver is experiencing. Follow-up session (re-assessment) required at six months after initial assessment.</td>
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# Long Term Care Ombudsman Program

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<tr>
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<tbody>
<tr>
<td>LONG-TERM CARE OMBUDSMAN PROGRAM (LTCO)</td>
<td>Long-Term Care Ombudsman</td>
<td>None</td>
<td>Staff Activity</td>
<td></td>
<td>Provision of services that protect and improve the quality of care and quality of life for residents of long-term care facilities through advocacy for and on behalf of residents and through the promotion of community involvement in long-term care facilities.</td>
</tr>
<tr>
<td>LONG-TERM CARE OMBUDSMAN PROGRAM (LTCO)</td>
<td>Home Care Ombudsman (HCO)</td>
<td>1 Hour</td>
<td>Staff Activity</td>
<td>Submission of Invoices</td>
<td>Provision of services that protect and improve the quality of care and quality of life for participants in the Money Follows the Person program who are receiving long-term services and supports in a qualified setting in the community. HCOs provide advocacy related to MFP services and related services for and on behalf of MFP participants curing the 365 days of MFP participation.</td>
</tr>
</tbody>
</table>
GEORGIA DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES
REPORT OF CERTIFIED COSTS

Completed by Contractor:
For the period of: Date: ________________ To Date: ________________
Name of Contractor: __________________________ Program Officer, DHS: __________________________

Specify Type of Certified Costs:
Certified Costs: ________________ Non-Cash Match: ________________

Specify Type of Program
Type of Program: __________________________ Contract #: __________________________
Identification #: __________________________ Control #: __________________________
Name of Provider: __________________________
Address of Provider: __________________________
__________________________________________
__________________________________________

Costs Detailed:

Personnel:
Name | Title | Salary/Benefits | % of Time | Applicable Amount
---|---|---|---|---

| | | | |
| | | | |
| | | | |
| | | | |
Subtotal

Detailed Other Costs:
Local Cash Match
________________________________________
________________________________________

I, the undersigned, hereby certify that the above certified costs and/or non-cash match have been provided/received in compliance with the requirements and conditions of the applicable federal or state program. I further certify that my office has available a set of accounting records relative to these certified costs that specifically identifies each specific detailed transaction direct to this federal or state program and that these records are available to DHS or federal auditors to review.

Date: __________________________ Signature: __________________________
Title: __________________________
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

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 Appendix G-1 and Appendix G-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 Appendix G-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to G-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Appendix QF1 are impermissible.

5. Contractor warrants that the individuals listed by name on Appendix G-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 Appendix G-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Appendix G-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. G-1

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 Counsel General
   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 CRC/AAA:

Peggy Luukkonen
ADRC Program Manager/ HIPPA Privacy Officer
pluukkonen@crc.ga.gov
912-437-0861

C. At Contractor:


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 Appendix G-1 and Appendix G-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 G-1 or Appendix G-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Appendix G-1 or Appendix G-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 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.

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.

BY: [Signature]

PRINT NAME: Allen Burns

TITLE: Executive Director

DATE: 7-22-21
APPENDIX G-1

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

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

- 
- 
- 
- 
- 

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

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

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

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Appendix G-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Appendix G-1 as needed and provide the updated form to DHS Project Leader Contact.
APPENDIX G-2

Part 1:
Please initial beside the correct option. Please select only one option.

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:

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Employer</th>
<th>DHS Information System</th>
<th>Type of Access (Read only? Write?)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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, as well as AAA HIPPA
Privacy Officer pluukkonen@crc.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 Appendix G-2 as needed and provide the updated form to DHS
Project Leader Contact and the CRC AAA HIPPA Privacy Officer, Peggy Luukkanen.
## Annex H

### DHS Division of Aging Services Uniform Cost Methodology

Personnel Spreadsheet SFY 2022-2024

<table>
<thead>
<tr>
<th>STAFF LIST</th>
<th>Nut/Wellness - Congregate Meals Management Only</th>
<th>Nut/Wellness - Congregate Meals Costs Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Wages and Benefits</td>
<td>W &amp; B</td>
</tr>
<tr>
<td>Director</td>
<td>$152,489</td>
<td>$179,355</td>
</tr>
<tr>
<td>Assistant Director</td>
<td>100.00%</td>
<td>15.72%</td>
</tr>
<tr>
<td>Nutritionist</td>
<td>72.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Activities Coordinator</td>
<td>50.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Snack Room</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Driver</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>
### DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY

**Personnel Spreadsheet  SFY 2022-2024**

#### Table: Nut./Wellness - Home-Delivered Meals (Management Only) vs. Nut./Wellness - Home-Delivered Meals (Meal Cost Only)

<table>
<thead>
<tr>
<th>STAFF LIST (Pool staff only - do not include volunteers or other interns)</th>
<th>Nut./Wellness - Home-Delivered Meals (Management Only)</th>
<th>Nut./Wellness - Home-Delivered Meals (Meal Cost Only)</th>
<th>All Other</th>
<th>All Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BILLS</td>
<td>STAFF</td>
<td></td>
<td>BILLS</td>
</tr>
<tr>
<td></td>
<td>Hours</td>
<td>Time</td>
<td>Cost</td>
<td>Hours</td>
</tr>
<tr>
<td>Director</td>
<td>432</td>
<td>0</td>
<td>0%</td>
<td>$44,714</td>
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<tr>
<td>Assistant Director</td>
<td>236</td>
<td>19%</td>
<td>$4,134</td>
<td>0</td>
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<tr>
<td>Instructor, Senior Center</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Nutrition, Diet Instr.</td>
<td>405</td>
<td>0%</td>
<td>$8,314</td>
<td>0</td>
</tr>
<tr>
<td>Activity Coordinator (New in FY19)</td>
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<td>0%</td>
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<tr>
<td>Nurse</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Social Worker</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Diet Instr.</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Driver</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>HHA</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0%</td>
<td>$0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Annex H

#### Item XI.6.

- Total Wages and Benefits: $77,161
- Percent of Total Wages and Benefits: 16.14%
- Total Hours: 1.00
- Percent of Total Hours: 0.00%

---

*The following data calculates automatically - do not enter.*
### ANNEX H

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY  
Support Spreadsheet  SFY 2022-2024

<table>
<thead>
<tr>
<th><strong>Item XI. 6.</strong></th>
<th><strong>General Administration COST POOL</strong></th>
<th><strong>Shared Building Space COST POOL</strong></th>
<th><strong>Client Meal Transportation COST POOL</strong></th>
<th><strong>Support COST POOL</strong></th>
<th><strong>Nut. Wellness - Congregate Meal Management Only</strong></th>
<th><strong>Nut. Wellness - Congregate Meal Cost Only</strong></th>
<th><strong>Nut. Wellness - Home-Delivered Meal Management Only</strong></th>
<th><strong>Nut. Wellness - Home-Delivered Meal Cost Only</strong></th>
<th><strong>All Other</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROPOSED ANNUAL EXPENSES</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(Select Line Item from DHS Chart of Accounts)</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>WAGES &amp; BENEFITS (Auto-populates)</strong></td>
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<td>$45,180</td>
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<td>$38,189</td>
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<td>Auto-populates % of Wages and Benefits from Personnel Spreadsheet (1)</td>
<td>100.00%</td>
<td>25.19%</td>
<td>0.00%</td>
<td></td>
<td>15.72%</td>
<td>0.00%</td>
<td>13.14%</td>
<td>0.00%</td>
<td>43.95%</td>
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<tr>
<td>Auto-populates % of Hours from Personnel Spreadsheet (1)</td>
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<td>20.24%</td>
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<td>15.00%</td>
<td>0.00%</td>
<td>14.33%</td>
<td>0.00%</td>
<td>50.53%</td>
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<td><strong>STAFF TRAVEL EXPENSES</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(Auto-populates)</td>
<td>$30,116</td>
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<td></td>
<td></td>
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<td>Staff Mileage/Per Diem Reimbursement</td>
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<td>Volunteer Mileage/Per Diem Reimbursement</td>
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<td>Other Staff Travel Expenses</td>
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<td><strong>VEHICLE OPERATING EXPENSES</strong></td>
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<td>(Auto-populates)</td>
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<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td>Vehicle Gas &amp; Oil</td>
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<td></td>
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<tr>
<td>Vehicle Insurance</td>
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<td>Vehicle Maintenance</td>
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<td>Other Vehicle Operating Expenses</td>
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<td>$0</td>
<td>$0</td>
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<tr>
<td><strong>BUILDING EXPENSES</strong></td>
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<td>Building Maintenance/Janitorial</td>
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<td>Utilities</td>
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<td>Other Space Expenses</td>
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<tr>
<td><strong>COMPUTER OPERATION EXPENSES</strong></td>
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<td>(Auto-populates)</td>
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<td></td>
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<td>Computer Purchase</td>
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<td>Computer Maintenance</td>
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<td>$0</td>
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<tr>
<td>Computer Supplies</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td>$0</td>
<td>$0</td>
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<tr>
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H - 3
## Annex H

### DHS Division of Aging Services Uniform Cost Methodology

**Support Spreadsheet: SFY 2022-2024**

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### DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY

**Support Spreadsheet  SFY 2022-2024**

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**PROPOSED ANNUAL EXPENSES**
(Select Line Item from DAS Chart of Accounts)

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| 18 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 19 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 20 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 21 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 22 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 23 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 24 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 25 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 26 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 27 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 28 |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

**Spreadsheet Check (Auto-populates)**

- Total Allowable Costs

**TOTAL ALLOWABLE COSTS**
(Auto-populates)

- $261,341
- $45,100
- $23,138
- $0
- $7,784
- $28,189
- $0
- $57,277
- $0
- $88,752
## PROPOSED ANNUAL EXPENSES

### General Administration

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost Pool</th>
<th>Cost Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>General Administration</td>
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### Shared Building Space

<table>
<thead>
<tr>
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<th>Cost Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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### Client Meal Transportation

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost Pool</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>Client Meal Transportation</td>
<td>Cost Pool</td>
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</tbody>
</table>

### Support

<table>
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<tr>
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</thead>
<tbody>
<tr>
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<td>Support</td>
<td>Cost Pool</td>
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</table>

### In-Home Care

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost Pool</th>
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<tbody>
<tr>
<td></td>
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<td>In-Home Care</td>
<td>Cost Pool</td>
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</table>

### All Other

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost Pool</th>
<th>Cost Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>All Other</td>
<td>Cost Pool</td>
</tr>
</tbody>
</table>

### Cost Pool Section:

- **Service Subcontract Allowance (per contract)**: $0
- **Contracts over $30,000 Only - Enter Service Subcontract**: $0
- **Adjustment (Contract, amount minus $25,000)**: $0
- **Reallocation Shared Building Space**: $310
- **Reallocation Client Transportation Costs**: $0
- **Auto-populates % of Direct Time Per Program from Personnel**: 0.00%
- **Reallocate Support Costs**: $1,576
- **Auto-populates based on Percent of Total Staff Hours from Personnel**: 20.24%
- **Reallocate General Administration Costs**: $47,544
- **Auto-populates based on Modified Total Direct Costs**: $28,189

### Total Actual Costs by Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost Pool</th>
<th>Cost Pool</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Total Actual Costs by Service</td>
<td>Cost Pool</td>
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</tbody>
</table>

### Donated Personnel or Non-Cash Match Section
### Annex H

**DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY**

**Support Spreadsheet  SFY 2022-2024**

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
<th>L</th>
<th>R</th>
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</thead>
<tbody>
<tr>
<td><strong>Enter Provider Name:</strong> Effingham County Commission</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PROPOSED ANNUAL EXPENSES</strong> (Select Line Item from DAS Chart of Accounts)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>General Administration</td>
<td>Shared Building Space</td>
<td>Client Meal Transportation</td>
<td>Support</td>
<td>Nat. Wellness - Congregate Meal Management Only</td>
<td>Nat. Wellness - Congregate Meal Cost Only</td>
<td>Nat. Wellness - Home-Delivered Meal Management Only</td>
<td>Nat. Wellness - Home-Delivered Meal Cost Only</td>
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<td><strong>Donated Cost Pool Section:</strong></td>
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<td>Reallocate Donated General Administration</td>
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<td>(Auto-populates from Cost Pool Section above)</td>
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<td>(Plus Donated/Non-Cash Match)</td>
<td>$261,341</td>
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</table>
### COASTAL REGIONAL COMMISSION

**Revenue Plan and Units/Persons Allocations**

**Annex I**

*Instructions: Offerers must complete form for all programs and services proposed. Provide a written narrative concerning the budget. It is important to document the full costs of the program and the resources to fund the service as proposed. The total budget must equal the total cost as represented on the UCM spreadsheet.*

<table>
<thead>
<tr>
<th>Provider Name: Effingham County</th>
<th>Proposed County to be Served</th>
<th>Service Being Proposed (check all that apply)</th>
<th>Name of Fund Source (Offeror must specify other fund sources)</th>
<th>Federal $ Allocation</th>
<th>State $ Allocation</th>
<th>Required Match $ or In-Kind Donations</th>
<th>Projected Program Income</th>
<th>Projected Fees</th>
<th>Additional Funds Supporting Service</th>
<th>Total Budget</th>
<th># of Units</th>
<th>Persons</th>
<th>Unit Cost or Line Item</th>
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<td>$ 9,130</td>
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<td>Effingham County</td>
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<td>-</td>
<td>-</td>
<td>$ 7,712</td>
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<td>46</td>
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<td>CBS-HCBS</td>
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<td>$ -</td>
<td>$ 11,701</td>
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<tr>
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<tr>
<td></td>
<td>Total HDM and CM Effingham</td>
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<td>$ 128,736</td>
<td>$ 66,801</td>
<td>$ 14,731</td>
<td>$ 24,020</td>
<td>$ 230,938</td>
<td>$ 25,083</td>
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<td>6.22</td>
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</tbody>
</table>
Coastal Regional Commission

Code of Conduct Compliance Questionnaire for Employees of Subrecipients/Subcontractors

Amended: 8/23/2012
CODE OF CONDUCT COMPLIANCE QUESTIONNAIRE

All employees of subrecipients/subcontractors to The Coastal Regional Commission ("the Center" or "CRC") are being asked to complete this Compliance Questionnaire. The Center is committed to providing a workplace where employees and contractors can and do act responsibly and ethically. The CRC’s Code of Conduct sets out specific standards of conduct, which should govern our behavior towards our fellow employees, suppliers, subrecipients, contractors, subcontractors, and member governments. Please answer each of the following questions and, if necessary, provide an explanation. For any "yes" response, please explain in the extra space provided on the last page.

Conflict of Interest

1. During fiscal , did you, or are you aware of anyone who received from any person or center doing business with the Center any loan, gift, trip, gratuity, or other payment, which did or could cause prejudice toward or obligation to the giver, or could be perceived by others as creating an obligation to the giver? (Note: Each item, or the total of items from a single vendor with a value of more than $50.00 must be reported, except that you do not need to report loans made by financial institutions on normal and customary terms).
   Yes ☐ No ☐

2. In fiscal , did you, or are you aware of anyone who participated in or influenced any transaction between the Center and another entity, or between your employer and other entity, in which they or any member of their family had a direct or indirect financial interest?
   Yes ☐ No ☐

3. In fiscal , did you, or are you aware of anyone who had a material financial interest in or held a position of influence with any business which furnishes goods or services to the Center or to your employer? (Note: The term "material financial interest" means someone who by virtue of their stock ownership or monetary interest in a business is able to direct or to influence business decisions, or a commissioned sales representative; "position of influence" means someone holding an influential position such as a sole proprietor, partner, member of a board of directors, an executive, or a manager.)
   Yes ☐ No ☐

4. For fiscal , did you, or are you aware of anyone who used resources (including funds, equipment, supplies, or personnel) for purposes other than business or business-sponsored activities?
   Yes ☐ No ☐

5. During fiscal , did you, or are you aware of anyone who received gifts or entertainment from individuals or organizations having dealings with the Center or with your employer, including but not necessarily limited to loans, any form of cash gratuities, private or personal discounts not sanctioned by the Center, or remuneration or service related to illegal activities?
   Yes ☐ No ☐
6. During fiscal 2021, did you, or are you aware of anyone who accepted any consideration or special favors from suppliers or potential suppliers which in fact or appearance could be deemed a bribe, kickback or reward given to influence your business judgment?

   Yes  [ ]  No  [ ]

7. Were you involved, or are you aware of any employee who was involved in a conflict of interest situation during fiscal year 2021?

   Yes  [ ]  No  [ ]

8. I have listed names, addresses and the nature of the relationships of all persons or entities doing business with the Center or with my employer from whom I or any member of my immediate family has received, directly or indirectly, cash or a gift of more than nominal value ($50.00) during the fiscal year ended June 30, 2021. (If there are no persons or entities to be listed, so indicate by writing “NONE” in the first space provided below.)

<table>
<thead>
<tr>
<th>Name of Person /Entity</th>
<th>Nature of Relationship/Outside Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

   Political

9. In fiscal 2021, did you, or are you aware of anyone who received any payments from the Center or from your employer for the purpose of making a contribution to any political party, candidate, or election committee?

   Yes  [ ]  No  [ ]

   Financial Integrity

10. Are you aware of any entries made in the books and records in fiscal 2021 that you believe are false or intentionally misleading?

    Yes  [ ]  No  [ ]

11. Are you aware of any assets, liabilities, or transactions that you believe were improperly omitted from the books in fiscal 2021?

    Yes  [ ]  No  [ ]

12. In fiscal 2021, are you aware of anyone seeking to influence any governmental official (including foreign officials) or governmental employee, or individual doing business with the Center or with your employer, by offering money, goods, or services in return for some special consideration?

    Yes  [ ]  No  [ ]
13. Are you aware of any incident involving the Center or your employer that you feel constituted noncompliance with laws, regulations, policies, guidelines, procedures, or ethical principles, other than those matters referred to in other questions or incidents, which have already been reported? (Note: If you prefer to report an incident or violation anonymously, please answer this question “NO” and contact a member of the CRC Audit Committee.)

Yes ☐ No ☐

14. Please provide any explanations for "yes" responses.

__________________________________________________________________________________________

__________________________________________________________________________________________

In the space below, please provide any suggestions you may have for improving the Code of Conduct and Compliance Program.

__________________________________________________________________________________________

__________________________________________________________________________________________

Signed: [Signature]

Printed Name: [Name]

Date: 7/26/2021
Contractor Responsibilities, Rewards, and Sanctions

Scope and Background. This provides policies and procedures to be used by the CRC in assessing compliance by their CONTRACTORS, with contract requirements and responsibilities and developing appropriate performance-based rewards or sanctions, relative to compliance status. To the extent feasible, the CRC will reward those CONTRACTORS which the CRC finds have demonstrated exceptional performance. Likewise, should there be findings of non-compliance with the terms of a contract which governs the use of monies appropriated under that contract, the CRC may take such actions, described in this section, as may be legally available and appropriate to the circumstances. This section outlines the rewards available for compliance with a contract and the potential sanctions which can be levied for non-compliance with contract terms and conditions.

Definitions. Definitions for terms used in this section shall have the following meanings, unless the context clearly indicates otherwise.

(a) Levels of Sanctions include but are not limited to:

(1) Level One Sanction - The sanction that the CRC may impose as a response to a contractual breach and/or failure to comply with CRC policies and procedures and specific state and federal requirements.

(2) Level Two Sanction - The sanction that the CRC may impose as a response to a severe problem and the potential negative impact that such a problem may have on a CONTRACTOR agency’s region or on the State.

(3) Level Three Sanction - The sanction that the CRC may impose with a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws may affect service delivery and/or CONTRACTOR agency financial stability.

(4) Level Four Sanction - The sanction that the CRC may impose where a severe and/or continued failure to comply with contractual requirements, CRC policies and procedures, and/or state and/or federal laws continue to go uncorrected.

(b) Acceptable corrective action plan - Identification of actions to be taken, including a time line, that are acceptable to the CRC to correct and identify issue of contractual or legal non-compliance.

(c) Certified - When used in conjunction with performance measure testing, describes having obtained acceptable results, within parameters established by the CRC, for data tested.

(d) Discretionary funds - Any funds issued by the CRC that are not awarded based on a general funding formula or not awarded to all Providers by the CRC.

(e) Extension - An approved request, submitted to the CRC on or before the original due date, to submit required reports or other required information, later than the established due date, and granted at the discretion of the CRC for good cause shown.

Preventive maintenance. Preventive maintenance activities or approaches, developed to ensure achievement of desired program outcomes and provide fiscal accountability, include technical...
assistance, procedural issuances and policy manual issuances, timely and effective program and fiscal monitoring, performance measure testing, and quality reviews.

(a) **Technical assistance** is performance-driven and outcome-based. Specified CRC or Division of Aging Services staff with appropriate programmatic, technical and/or administrative expertise will provide technical assistance for administrative, programmatic and fiscal issues. Training is included as a preventive maintenance approach, to the extent that resources are available to arrange for and provide such training.

(b) **Procedural issuances and manual issuances** provide clarification and interpretation of federal and state requirements and are performance-driven and outcome-based. They may relate to both programmatic and fiscal issues.

(c) **Program and Fiscal Monitoring assistance** may include site visits, desk reviews and analysis of both financial and program outcomes to help identify potential weaknesses, before such weaknesses result in sub-standard performance or questioned costs. Monitoring may result in recommendations that provide practical solutions that can be used to take immediate corrective action.

(d) **Performance measure testing** is conducted to determine the accuracy (including completeness) of data submitted to the CRC and to assess the quality of the controls in place to ensure the consistency of accurate and well-documented data.

(e) **Quality reviews** include the routine evaluation of essential quality indicators and certification systems and will be enhanced with timely and relevant training and technical assistance to help develop and maintain the knowledge, skills and abilities required across all program lines.

**CONTRACTOR Responsibilities.** Contractors are responsible for compliance with the terms of the contract and will:

(a) comply, as applicable, with all governing documents;

(b) comply with the requirements of approved contracts or plans;

(c) meet the administrative and service requirements established by the CRC, including, but not limited to, all budget documents and required reporting in a timely, complete and accurate manner; and

(d) respond to requests by the CRC for specific correction as a result of:

1. the area plan or area plan amendment review;
2. program and fiscal reviews, monitoring and assessments;
3. investigation and response to complaints; or
4. erroneous or incomplete information on program performance or financial reports.

(e) respond to or comply with corrective action plans as requested or required by the CRC.

(f) notify the CRC immediately if service levels are to be temporarily limited or reduced by
unanticipated staffing constraints or other unexpected circumstances.

Rewards. Rewards for exceptional performance will be determined by the CRC based on the results of periodic and annual monitoring and evaluation. The CRC will work with the provider network to establish reward and recognition initiatives that are both meaningful and tangible. Exceptional performance is characterized by those activities that produce results which substantially exceed minimum requirements, and could be related to superior consumer satisfaction ratings, outstanding leadership in the community and state, highly effective stewardship of funds, highly effective advocacy efforts resulting in actions taken to benefit programs or clients, innovations leading to process improvements, and improved results. Actual rewards are not limited to, but may include any one, or a combination of:

(a) notification and publicizing of outstanding performance to the public in the Area Agency’s region and to the governing board of the designated Regional Development Center or non-profit organization. This could include holding annual recognition events, giving “Best in Class” Awards for AAAs and providers, highlighting accomplishments in newsletters and annual reports;

(b) providing discretionary funding awards for conferences, training events, or leadership workshops, including in-state and, when appropriate, out-of-state travel;

(c) providing discretionary funding awards for the purchase of equipment, including upgrades to computer hardware and software;

(d) reducing the frequency of monitoring and other review processes, as long as performance levels are maintained at the exceptional level;

(e) providing the opportunity to participate in policy and program development initiatives;

(f) giving priority consideration for new projects, activities or funding.

Sanctions. The CRC may apply sanctions which can be both progressive and cumulative in nature and which can include, but are not limited to, the following:

Level One Sanctions. Level One Sanctions may result in one or more of the following actions:

(a) requiring the development, submission and implementation of an acceptable corrective action plan to address identified weaknesses, contractual breaches, and/or non-compliance;

(b) submission of additional and/or more detailed financial and/or performance reports;

(c) designation as a high-risk CONTRACTOR, requiring additional monitoring visits;

(d) repayment of disallowed costs; and

(e) requiring directed amendments to contract.

Level Two Sanctions. Level Two Sanctions may result in one or more of the following actions:
(a) imposition of one or more Level One Sanctions;

(b) restrictions on ability to draw down CONTRACTOR/Agency funds, including suspension or termination of funding, with notice of such action to the agency director, the agency director's superior (if applicable), and the agency's board chairperson, or comparable agency official;

(c) prohibition of participation in discretionary funds application process;

(d) imposition of required technical assistance, and

(e) requiring directed amendments to contract or subcontract proposals

**Level Three Sanctions.** Level Three Sanctions may result in one or more of the following actions:

(a) imposition of one or more Level One sanctions;

(b) imposition of one or more Level Two sanctions;

(c) prohibition or limitation of the provision of direct services;

(d) imposition of the requirement that reimbursement payments made to the CONTRACTOR for the remainder of the fiscal year shall only be made following submission of bills paid or other documentation to show that bills for which reimbursement is sought have been paid; and

(e) requiring directed amendments to contract or subcontract proposals.

**Level Four Sanctions.** Level Four Sanctions may result in one or more of the following actions:

(a) imposition of one or more Level One sanctions;

(b) imposition of one or more Level Two sanctions;

(c) imposition of one or more Level Three sanctions;

(d) requiring a directed amendment to the current area plan/proposal; and

(e) withdrawal of designation and/or cancellation of provider contract.

**Administrative Violations.** Administrative violations shall result in disciplinary and/or corrective actions as specified in this section, unless the violation occurred as a result of an act of God or action by the Division/Department. The CRC is responsible for documenting violations. Higher levels of administrative sanctions will be applied for non-compliance issues deemed most serious, and for continued non-compliance, including failure to take appropriate corrective action, for less serious issues.

**Violations Subject to Level One Sanctions.** Violations which may result in the imposition of Level One sanctions include, but are not limited to, the following:
(a) failure to satisfactorily resolve an identified contractual breach within specified timeframes.

(b) failure to submit a required report by the due date or date of approved extension.

(c) failure to submit required reports accurately and completely, if identified by the CRC (not to exceed two instances in one fiscal year), and not corrected within five workdays following notification;

(d) failure, on the third occurrence, to submit required reports accurately and completely, if identified by the CRC, whether or not a violation notice was previously issued;

(e) failure to submit timely an acceptable corrective action plan for findings of program and fiscal monitoring within thirty (30) calendar days;

(f) failure to resolve deficiencies noted in an audit review within timeframes established by contract.

**Violations Subject to Level Two Sanctions.** Violations which may result in the imposition of Level Two sanctions include, but are not limited to, the following:

(a) failure to rectify any level one sanction within the timeframe established for corrective action;

(b) failure to complete in a timely manner any corrective actions provided in any corrective action plan;

(c) failure to submit in a timely manner a Single Audit, in accordance with OMB Circular A-133, to the Department;

(d) failure to be certified as having had accurate data following performance measure testing;

**Violations Subject to Level Three Sanctions.** Violations which may result in the imposition of Level Three sanctions include, but are not limited to, the following:

(a) failure to rectify any Level One sanction within sixty (60) calendar days following the timeframe established for corrective action;

(b) failure to rectify any Level Two sanction within the timeframe established for corrective action;

(c) failure to appropriately act upon reported or identified threats to the health and safety of program participants, within established timeframes, as follows:

(1) immediately, or on the next business day, when an immediate threat to life and safety of participants is reported or identified;
(2) within forty-eight (48) work hours, when there is some risk to health or safety, which is considered not to be life threatening;
(3) within seven (7) work days for all other reports or risks identified.

K - 5
(d) failure to appropriately report and respond to allegations of abuse, neglect, and/or exploitation, and/or allegations of fraud or ethics code violations; 

(e) failure to have tested data certified as accurate two times out of any four consecutive performance measure tests; and

(f) occurrence of four or more Level One violations or three or more Level Two violations within the same fiscal year.

Violations Subject to Level Four Sanctions. Violations which may result in the imposition of Level Four sanctions include, but are not limited to, the following:

(a) failure to rectify any Level One sanction within 120 calendar days following the timeframe established for corrective action;

(b) failure to rectify any Level Two sanction within 90 calendar days following the timeframe established for corrective action; and

(c) failure to rectify any Level Three sanction within the timeframe established for corrective action.

Notice of Pending Action. The CRC is responsible for providing adequate and timely notice of pending actions, including sanctions, according to the following guidelines.

(a) The date of notice shall be the date the notice is sent to the CONTRACTOR via facsimile transmission (FAX), if transmitted or recorded as delivered by 12:00 Noon on a regular business day. If transmitted after 12:00 Noon, the next business day will be considered the date of notice.

(b) All notices of violations will be sent by postal mail for violations subject to a Level one and Level Two sanction or, for violations subject to a Level Three and Level Four sanction, by postal mail, return receipt requested, or by commercial delivery services with signature of receipt required.

(c) All notices will be addressed to:

(1) the agency’s/CONTRACTOR’s Executive Director or designated representative;
(2) the CONTRACTOR’s Board Chair or comparable agency official.

Fraud. All allegations of fraud will be investigated by the Department of Human Services or other agency(ies) with jurisdiction. Complaints will be referred to the appropriate agency for action. Since

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1 Refer to “Requirements for Non-Medicaid Home and Community Based Services” General and Individual Services requirements, regarding mandatory reporting of suspected abuse, neglect or exploitation of participants. Provider staff are considered to be mandated reporters as defined in O.C.G.A. 30-4, Protection of Disabled Adults and Elder Persons. AAAs which provide direct services, including case management, will be subject to mandated reporting.
payments to CONTRACTORS are made from both State and Federal funds, submission of false or fraudulent claims, statements, documents, or the concealment of a material fact may be prosecuted as a felony in either Federal or State Court.

(a) The Department/Division will inform the agency/CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.

(b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation substantiates fraud, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to the Georgia Attorney General's Office, the United States Attorney General’s Office, and other appropriate law enforcement agencies.

**Ethics Code Violations.** The Department/Division is bound by the Code of Ethics for Government Service and expects all CONTRACTORS, including area agencies on aging and their sub-CONTRACTORS to abide by the same (See Appendix 93-B). Violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations.

(a) The Department will inform the CONTRACTOR of the exact nature of the complaint and may require the CONTRACTOR to conduct its own internal investigation.

(b) The Department will document its investigation's findings and conclusions and inform the CONTRACTOR and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the CONTRACTOR to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

**Abuse, Neglect, and Exploitation.** Abuse, neglect, exploitation and other violations of client rights will be reported by the Department/Division to the appropriate authorities.  

**Other Remedies.** The CRC may take and/or impose other remedies that are legally available based on the circumstances involved.

**Effective Date:** July 2021

**Review Date:** March, annually, or at any other such time as there are changes in laws or regulations which affect this policy.

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2 See note 1.
Contract Amendment Correspondences
Security and Immigration Compliance Affidavits
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 COASTAL REGIONAL COMMISSION [name of contractor] on behalf of the Georgia Department of Human Services 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 - E-Verify

Date of Authorization

Name of Subcontractor
   Multi-Funded Services
Name of Project
Georgia Department of Human Services
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:
__________________________
Security and Immigration Compliance Affidavits

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 COASTAL REGIONAL COMMISSION [name of contractor] on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known 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 - E-Verify

Date of Authorization

Name of Sub-subcontractor

Name of Project
Georgia Department of Human Services
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:
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


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

Subject: FY22 Budget Amendment
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 08/17/2021
Item Description: Consideration to approve an amendment to the FY2021-2022 Budget.

Summary Recommendation:
Staff is requesting approval of an amendment to the FY2021-2022 Budget.

Executive Summary:
Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:
Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:
1. Congregate Meals
   a. An overall decrease to the budget in accordance with CRC AAA Contract #2022-08 in the amount of $4,821
2. Home Delivered Meals
   a. An overall decrease to the budget in accordance with CRC AAA Contract #2022-08 in the amount of $27,152
3. Family Connection
   a. An overall decrease to the budget in accordance with the new Family Connection Grant for FY22 in the amount of $2,000
4. Coroner
   a. Reinstating funding for Auto Allowance and reducing lease payments for county vehicle as vehicle has not yet been delivered.
5. Prison
a. To fund the Corrections GED Program using funds from the Inmate Recreation Account, $10,000

**Alternatives for Commission to Consider:**
1. Approve the Resolution to amend the budget for 2021-2022.
2. Provide Staff with Direction

**Recommended Alternative:**
Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for 2021-2022.

**Other Alternatives:** N/A

**Department Review:** Finance, County Manager

**Funding Source:** General Fund

**Attachments:**
2021-2022 Budget Amendment Resolution
RESOLUTION TO AMEND THE FY2021-2022 BUDGET

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>TRAVEL AND OTHER AMEND</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>032</td>
<td>Congregate Meals</td>
<td>100-33-1111</td>
<td>3,036</td>
<td>To align with new CRC Contract</td>
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<td>032</td>
<td>Congregate Meals</td>
<td>100-33-1112</td>
<td>(734)</td>
<td>To align with new CRC Contract</td>
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<td>(130)</td>
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<td>(4821.00)</td>
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<tr>
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<td>100-33-1110</td>
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<td>033</td>
<td>CBS Home Delivered Meal</td>
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<td>(701)</td>
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<tr>
<td>033</td>
<td>Groceries</td>
<td>100-5510-033-53-1301</td>
<td>(27,152)</td>
<td>To align with new CRC Contract</td>
</tr>
<tr>
<td>040</td>
<td>Family Connection</td>
<td>100-5506-040-52-1101</td>
<td>(1700)</td>
<td>To align with new Family Connection Contract</td>
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<td>(300)</td>
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<td>Family Connection</td>
<td>100-33-4120</td>
<td>2000</td>
<td>To align with new Family Connection Contract</td>
</tr>
<tr>
<td>058</td>
<td>Auto Allowance</td>
<td>100-3700-058-52-3500</td>
<td>1,650</td>
<td>To reinstate Auto Allowance until county vehicle is received</td>
</tr>
</tbody>
</table>
The amendment is to align the funding in the CRC AAA Contract #2022-08 and the Family Connection Grant to the FY22 budget as well as fund the Coroner’s vehicle stipend and the Corrections GED Program. This amendment is an overall reduction to the budget.

Approved this _____ day of ____________ 2021.

Attest:

Stephanie D. Johnson, County Clerk                     Wesley M. Corbitt, Chairman
Staff Report

Subject: Governor’s Office of Planning and Budget (OPB) State Fiscal Recovery Fund
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 08-17-2021

Item Description: Consideration of approval to submit an application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Water & Sewer Infrastructure project.

Summary Recommendation:
Staff is requesting approval to submit an application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Water & Sewer Infrastructure project.

Executive Summary:
The State of Georgia has received direct funding through the American Rescue Plan Act (ARPA). This funding is separate from the funding that counties and cities have received.

The total American Rescue Plan allocation for the State of Georgia is $4.8 billion. The state has received $2.4 billion in its first tranche of funding.

Governor Brian Kemp established the State Jobs and Infrastructure Committees to oversee $875 million of these funds that are being made available through grants for projects related to: 1) broadband infrastructure ($300 million); 2) water/sewer infrastructure ($250 million); and 3) addressing negative economic impacts caused by COVID-19 ($325 million). State government entities, units of local government, industries and nonprofits are eligible to apply.

Background:
1. The application process is competitive.
2. Matching funds dollar-for-dollar projects are ranked higher.

Alternatives for Commission to Consider:
1. Approve to submit an application to OPB State Fiscal Recovery Fund for a Water & Sewer Infrastructure project.
2. Do not approve to submit an application to OPB State Fiscal Recovery Fund for a Water & Sewer Infrastructure project.
3. Provide Staff with Direction
Recommended Alternative:
Staff recommends Alternative number 1 – Approve to submit an application to OPB State Fiscal Recovery Fund for a Water & Sewer Infrastructure project.

Other Alternatives:
N/A

Department Review: (list departments)
Manager’s Office, Finance

Funding Source:
ARPA funding can be used for the match. The plan is to extend a project already utilizing ARPA funding. If approved, no additional funding will be needed.

Attachments:
1. OPB State Fiscal Recovery Fund Information
Georgia Jobs and Infrastructure Committees

State Fiscal Recovery Fund Overview

July 15, 2021
Welcome and Introductions
OPB Personnel:

- Kelly Farr, Director
- Stephanie Beck, Deputy Director
- Jen Wade, Grant Manager

Email: jennifer.wade@opb.georgia.gov
Cell: 404-782-6172

- Sameerah Anderson, Grant Specialist

Reminders:

- Open Records and Open Meetings Acts
State Fiscal Recovery Fund Overview
The ARPA was enacted on March 11, 2021 and included funding for the State and Local Fiscal Recovery Fund.

- Total available funding for Georgia: $4.8 billion
- 1st Tranche received May 20: $2.4 billion
- 2nd Tranche will be issued 12 months after the first award
- Period of performance from 3/3/2021 – 12/31/2026
- State must obligate all funds by December 31, 2024
Eligible Use of Funds
Committee Focus Areas:

- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.

- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

<table>
<thead>
<tr>
<th></th>
<th>Broadband Infrastructure</th>
<th>Water/Sewer Infrastructure</th>
<th>Negative Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$300 million</td>
<td>$250 million</td>
<td>$325 million</td>
</tr>
</tbody>
</table>
Additional Allowable Uses Not Eligible At This Time

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors
Negative Economic Impact

• Assistance to workers and families
  – Assistance for unemployed workers and job training
  – Assistance for food, housing, or other financial insecurity
  – Survivor’s benefits for family members of COVID-19 victims

• Assistance to small businesses
  – Address financial challenges caused by the pandemic
  – Invest in COVID-19 prevention and mitigation tactics
  – May provide through loan, grant, in-kind assistance, or counseling programs

• Speeding recovery for hardest hit industries
  – Targeting tourism, travel, and hospitality sectors and their supporting industries
Negative Economic Impact

• Addressing hardest hit community needs
  – Programs addressing health disparities (ex. community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs)

• Addressing housing and homelessness
  – Individual housing needs, relocation assistance, affordable housing development, housing vouchers, and residential counseling

• Addressing educational disparities
  – New or expanded early learning services, providing additional resources to high-poverty school districts, tutoring or afterschool programs, school counseling services to address social, emotional, and mental health needs
Negative Economic Impact

- Addressing family and children needs
  - New or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth
- Rebuilding public sector capacity
  - Rehiring public workers
  - Replenishing unemployment insurance (UI) trust funds to pre-pandemic capacity
  - Build internal capacity of public offices to successfully implement economic relief programs (Investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations)
Water and Sewer Infrastructure

- Broad ability to invest in improvements to water and sewer infrastructure
  - Address the impacts of climate change
  - Building or upgrading facilities and transmission of drinking water infrastructure, distribution, and storage systems, including the replacement of lead service lines
  - Constructing publicly-owned wastewater treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works
• Addressing broadband needs in areas that are currently unserved or underserved (lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload)

• Prioritizes projects that deliver services offering reliable 100 Mbps download and 100 Mbps upload speeds, unless impracticable due to topography, geography, or financial cost

• Fiber optic investments

• Assistance to households to support internet access or digital literacy is an eligible use but falls under public health and negative economic impacts of the pandemic, not broadband infrastructure.
State Fiscal Recovery Fund Application Process
Eligible Entities

Government Organizations

• State Agencies
• County governments
• City or township governments
• Special district governments

Georgia Professional Associations and Organizations

• Industry Trade Associations
• Business Organizations
• Trade or Professional
• Non-Profit Organizations
Grant Opportunities

Thank you for visiting the Office of Planning and Budget's GeorgiaGrants portal. This application allows local governments to view, apply, and check the status of their grant applications. If you represent a local government and have not received a portal invitation, please contact us at (404) 505-3020 or email us at grants@opb.georgia.gov.

GeorgiaGrants Portal

Account Registration

REGISTRATION

To complete your registration, please provide all the information in the form sections below.

Organization Name

EIN

DUNS Number

SAM Number

Location

Street

City

State

County

ZIP Code

Contact

First Name

Last Name

Job Title

Business Phone

Email Address

REGISTER
GeorgiaGrants Portal

Item XI. 8.
Item XI. 8.

Water/Sewer Infrastructure Grant Details

A. Overview
The U.S. Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, state and local governments can now directly access funds to support urgent needs.

B. Eligibility
Coronavirus State and Local Fiscal Recovery Funds will provide a critical source of relief for these smaller local governments, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic. Non-entitlement units, defined in section 608 of the Social Security Act, as added by the American Rescue Plan Act, are generally local governments with populations of less than 50,000. Local governments that are not included in the Allocation for Metropolitan Cities table may be designated as non-entitlement units.

C. Application Period
Week of June 7, 2021 – June 21, 2021

D. Performance Period
March 3, 2021 – December 31, 2024

Costs should be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

E. Award Period
States must disburse funds within 30 days of receiving payment, contingent upon an approved extension request, if needed.

F. Reporting
As prime recipients of a Federal award, NEs are required to report to Treasury on the use of funds. OPB will update forthcoming reporting guidance provided by Treasury on its website. NEs’ first report due to Treasury by October 31, 2021.

In addition to other reporting requirements, NEs will be asked to provide:

G. Application Review
Applications will be reviewed by program staff for registration information and completeness, ensuring that basic requirements, as described in the solicitation, are met. If all basic requirements are met, the grant manager will then review the application.
Item XI. 8.

Broadband Infrastructure Grant Details

A. Overview
The U.S. Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, states are now receiving funding to invest in critical infrastructure projects that will support economic recovery and help ensure communities have access to reliable internet connectivity.

B. Eligibility
Coronavirus State and Local Fiscal Recovery Funds will provide a critical source of relief for these smaller local governments, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic. Non-entitlement units, defined in section 602(a)(2) of the Social Security Act, as added by the American Rescue Plan Act, are generally local governments with populations of less than 50,000. Local governments that are not included in the Allocation for Metropolitan Cities table may be designated as non-entitlement units.

C. Application Period
Week of Jan 24, 2022 - June 21, 2021

D. Performance Period
March 3, 2021 - December 31, 2024

Costs should be incurred by December 31, 2024. The period of performance will run until December 31, 2024, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

E. Award Period
States must disseminate funds within 30 days of receiving payment, contingent upon an approved extension request, if needed.

F. Reporting
As prime recipients of a Federal award, NEIs are required to report to Treasury on the use of funds. OPB will update forthcoming reporting guidance provided by Treasury on its website. NEIs’ first report is due to Treasury by October 31, 2021.

In addition to other reporting requirements, NEIs will be asked to provide:

G. Application Review
Applications will be reviewed by program staff for registration information and completeness, ensuring that basic requirements, as described in the solicitation, are met. If all basic requirements are met, the grant manager will then review the application.

Apply Now
Economic Impact Grants Grant Details

A. Overview

The U.S. Department of the Treasury launched the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, states and jurisdictions with populations of 50,000 or more are eligible to receive these funds.

B. Eligibility

Coronavirus State and Local Fiscal Recovery Funds will provide a critical source of relief for these smaller local governments, many of which have not received direct fiscal assistance from the federal government since the onset of the COVID-19 pandemic. Non-entitlement units, defined in section 602(a)(3) of the Social Security Act, as added by the American Rescue Plan Act, are generally local governments with populations of less than 50,000. Local governments that are not included in the allocation for Metropolitan Cities table may be designated as

C. Application Period

Week of June 7, 2021 - June 21, 2021

D. Performance Period

March 3, 2021 - December 31, 2024

Costs should be incurred by December 31, 2024. It only requires that recipients have obligated the funds by such date. The period of performance will run until December 31, 2024, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

E. Award Period

States must disburse funds within 60 days of receiving payment, contingent upon an approved extension request, if needed.

F. Reporting

As prime recipients of a Federal award, NEUs are required to report to Treasury on the use of funds. OGP will update forthcoming reporting guidance provided by Treasury on its website. NEUs' first report due to Treasury by October 31, 2021.

In addition to other reporting requirements, NEUs will be asked to provide:

G. Application Review

Applications will be reviewed by program staff for registration information and completeness, ensuring that basic requirements, as described in the solicitation, are met. If all basic requirements are met, the grant manager will then review the application.
Application Fields

Proposal Name

Proposal Summary

Proposal Narrative
  a. Description of the Issue
  b. Project Design and Implementation
  c. Capabilities and Competencies

Plan for Collecting the Data Required

Budget [Calculated Worksheet, if possible]

f. Match Funds

Supporting Documentation
  a. DUSS Screenshot
  b. Budget

Submit Application
Applicants will be required to complete the following:

1. Register for a GeorgiaGrants account
   - Applicant Name
   - Entity
   - EIN Number
   - DUNS Number

2. Complete Grant Application
   - Proposal Name
   - Proposal Summary
   - Proposal Narrative
   - Description of the Issue
   - Project Design and Implementation

Submission Criteria
Other Considerations for Awards

- Capabilities and Competencies
- Plan for Collecting the Data Required
- Budget
- Matching Funds
- Supporting Documentation
- Agree to Grant Terms and Conditions
Federal Reporting Requirements
### 1. Interim Report
- Initial overview of status and uses of funding

### 2. Project and Expenditure Report
- Types of projects funded
- Financial data
- Information on contracts, grants, and subawards over $50,000

### 3. Recovery Plan
- Approach and objectives
- Descriptions of funded projects
- Performance and evidence information
- Promoting equity

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<th>Contents</th>
<th>Frequency &amp; Submission Date</th>
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| • Initial overview of status and uses of funding | • One-time  
  • By August 31, 2021  
  • Covers date of award through July 31, 2021 |

| 2. Project and Expenditure Report | Quarterly  
  • By October 31, 2021 and 30 days after the end of each quarter thereafter |

| 3. Recovery Plan | Annually  
  • By August 31, 2021 (covering award through July 31, 2021) and annually thereafter |
Reporting Requirements Include (but are not limited to):

- Quarterly Project and Expenditure Report and Project Status reports

Additional Infrastructure Reporting Requirements:

- Detailed project-level information including operations date and location data
- Documentation of wage and labor standards for contractors/subcontractors for projects over $10 million

Additional Water and Sewer:

- National Pollutant Discharge Elimination System (NPDES) Permit Number
- Public Water System (PWS) ID number
Additional Broadband Reporting Requirements:

• Data on speed/pricing, miles of fiber, cost per mile and passing
• Number of households projected to have increased access to broadband and specific upload speeds
• Number of institutions and businesses projected to have increased access to broadband meeting the minimum speed standards

Additional Negative Economic Impact Reporting Requirements:

• Number of workers enrolled in and completed sectoral job training
• Number of participants in summer youth employment programs
• Description of how program responds to negative economic impact (if funding industries outside travel, tourism, and hospitality)
• Project demographic distribution (Qualified Census Tracts)
• Equity Data
State Fiscal Recovery Fund Committee Review Process
To ensure federal coronavirus relief dollars are allocated strategically across our state and address one-time funding needs in these three key areas.

- Review Applications
- Provide Feedback
- Score Projects with Checklist Scoring Criteria
Timeline for Grant Awards

- **July 15, 2021**: Commencement Meeting
- **August 1-August 31, 2021**: Application Period
- **August 31-September 7, 2021**: OPB will screen applications for compliance and ineligible funding uses.
- **September 8-September 22**: Committee Application Review
- **Week of September 27, 2021**: Collaborative Session Applicant Presentations
- **Week of October 4, 2021**: Target Date for Final Scores
- **Week of October 11, 2021**: Final Review
- **October 18, 2021**: Awards may be announced on or after October 18, 2021
Scoring Criteria

1. Description of the Issue (15%)
2. Project Design and Implementation (30%)
3. Capabilities and Competencies (15%)
4. Performance Measures (10%)
5. Budget (15%)
6. Matching Funds (15%)
1. Description of the Issue (15%)

- The applicant identifies the specific problem the jurisdiction seeks to address and how it was impacted by COVID-19.
- The applicant describes the process used to assess, analyze, or determine the nature of the problem.
- If applicable, the applicant explains gaps in resources and impact due to COVID-19.
2. **Project Design and Implementation (30%)**

- The applicant specifically describes how the project will accomplish the expected outcomes by providing the objectives and performance measures applicable to the project.

- The application includes a comprehensive timeline (as an attachment) that identifies milestones, numerically lists deliverables, and indicates who is responsible for each activity.

- The applicant specifically demonstrates broader impact to communities, jurisdictions, or industries.
3. Capabilities and Competencies (15%)

- The applicant fully describes the applicant’s capabilities to implement the project and the competencies of the staff assigned to the project.
- The applicant specifically describes the level of support for the project, as well as the expertise of the individual(s) who will be responsible for managing the project.
4. Performance Measures (Weight 10%)

• The applicant demonstrates understanding of data collection to meet reporting requirements.

• The applicant identifies the person(s) who will collect the data, who is responsible for performance and outcome measurement, and how the information will be used to guide the impact of the program.

• Applicant demonstrates an understanding of the performance indicators and programmatic data requirements for the category in which they applied.
5. **Budget (15%)**

The applicant has submitted a budget that is complete, cost-effective, and allowable

6. **Matching Funds (15%)**

The applicant has submitted a project that leverages funds available from other sources to maximize impact and is requesting funds that will be used to match these funds.
Jobs and Infrastructure review committees may reconvene for at least one collaboration session to discuss strengths and weaknesses of the application with other committee members and select applicants for formal presentation of their grant request, if necessary.

During this time:

• Members may discuss their scoring based on the criteria
• Members may adjust their scores based on this meeting
Applicant Presentations

Should a presentation be needed for the committee to hear more details about a proposal, applicants will be scheduled to present in front of the respective committee.

At this time:

• Members may ask questions of the applicants regarding their proposal
• Members should take notes
• Members may choose to update their score but should have notes to corroborate the change
• Notes should be retained and will be collected by final score deadline
Questions and Feedback
Staff Report

Subject: Revised Final Plat Approval
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 17, 2020
Item Description: Schel Paulk for SD Clyde Road requests approval of a revised final plat for the Clyde Road Subdivision

Summary Recommendation:
Staff has reviewed the revised final plat and recommends approval.

Executive Summary/Background:

- The five lot subdivision was rezoned to AR-2 on September 15, 2020, and the major subdivision final plat was approved on October 6, 2020.
- Lot 5 is 2.36 acres. The applicant wishes to subdivide a 0.49 segment and sell to a neighboring property owner for recombination with an adjacent parcel.
- The remaining 1.86 acres of lot 5 is buildable, and has Health Department approval.
- The revised final plat includes language that parcel 6 cannot be sold separately.

Alternatives for Commission to Consider
1 - Approve the revised final plat for lots 5 & 6 of Clyde Road subdivision.
2 – Take no action

Recommended Alternative: Alternative 1
Other Alternatives: N/A

Department Review: Development Services

Funding Source: No new funding requested.

Attachments:
1. Revised Final Plat for lots 5 & 6 of Clyde Road Subdivision.
Staff Report

Subject: Assemblage Permit (Fourth District)
Author: Teresa Concannon, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 17, 2021

Item Description: Consideration to approve an Assemblage Permit for Valkyrie Webb to hold a Poker Run to benefit the Tiny House Project for homeless veterans on August 21, 2021, at Veterans Memorial Park, in Springfield.

Map# S125 Parcel# 1K02

Summary Recommendation:
Staff recommends approval for an Assemblage Permit for a Poker Run at Veterans Memorial Park on August 21, 2021, from 10 am to 7pm, with the following stipulations:
1. All Covid-19/CDC guidelines should be followed (if applicable at the time).

Executive Summary/Background:
- The Tiny House Project is a development of the Chatham-Savannah Authority for the Homeless, serving homeless veterans. Located on Dundee Street in Savannah.

Alternatives for Commission to Consider
1 - Approve request for an Assemblage Permit for a Poker Run at Veteran’s Memorial Park, Springfield, on August 21, 2021, from 10 am to 7pm, with the following stipulations:
   1. All Covid-19/CDC guidelines should be followed (if applicable at the time).
2 - Deny request for an Assemblage Permit for a Poker Run at Veteran’s Memorial Park.

Recommended Alternative: #1 Other Alternatives: #2

Department Review: Development Services Funding Source: N/A

Attachments: 1. Assemblage permit application
               2. Event flyer
APPLICANT NAME: Valkyrie Webb

MAILING ADDRESS: ____________________________

PHONE: ____________________________

PIN# (FOR SITE LOCATION): Map# S125 Parcel# 1K02

ASSEMBLAGE PERMIT
Effingham County, Georgia

Permission is hereby granted to Valkyrie Webb to hold a public gathering in the County of Effingham on August 21, 2021 at 10pm - 7pm am/pm. The gathering is to be held at said location known as Veteran's Memorial Park - Springfield.

DESCRIPTION OF EVENT: Poker Run and food drive to support the Savannah Tiny House Project for Homeless Veterans.

SPECIAL CONDITIONS: All Covid-19/CDC guidelines should be followed.

WILL ALCOHOL BE SERVED DURING THIS EVENT? [ ] YES [X] NO
WILL FIREARMS BE UTILIZED DURING THIS EVENT? [ ] YES [X] NO

The information contained in this permit has been submitted to and approved by the Effingham County Board of Commissioners. Any changes in the date, time or location of said assembly shall be approved by the Effingham County Board of Commissioners. This permit is to be carried by the person in charge of the activity and is to be presented upon request.

ZONING ADMINISTRATOR
EFFINGHAM COUNTY

DATE

DATE AUTHORIZED BY
EFFINGHAM COUNTY BOARD OF COMMISSIONERS:

County Clerk

CC: Effingham County Sheriff Department
Effingham County Emergency Medical Services
Volunteer Fire Department
It Takes A Village

by Allison Stice Bulka

https://www.savannahmagazine.com/author/asbulka/
Building new lives for veterans, one tiny home at a time

On more than three acres near the corner of Dundee and Wheaton streets, 24 of Savannah’s first tiny homes are bedecked with American flags waving off their wooden porches. Inside, in just over 125 square feet, formerly homeless veterans each have a bed, a full bathroom, a kitchenette — and a new lease on life. Five years in the making, the neighborhood, called The Cove at Dundee, stands proudly today thanks to local churches, schools, foundations, builders and businesses who contributed time, money and sweat. According to two leaders on the project, some credit belongs to God. And HGTV, of course.

More than five years ago, Cindy Kelley was unwinding from a long day’s work with a glass of wine and some television. The executive director of the Chatham Savannah Authority for the Homeless works with some of the city’s most vulnerable people — a population that climbed to more than 4,600 receiving services in 2018, and 280 of them veterans. [Ed. note: These numbers reflect
everyone who was tracked as homeless for at least one night in 2018, according to the Chatham Savanna Authority for the Homeless.

The nonprofit was not having a substantial impact on reducing those numbers, and not because of the "great myth" of people wanting or choosing to be homeless, Kelley says. Instead, she found the main obstacle was "a critical shortage of affordable housing."

"Housing is a fundamental need for people to be able to heal and address their issues," Kelley says. "It’s the No. 1 thing that would help."

Photo by Geoff L. Johnson

More than 13,000 families are on waiting lists for public housing or housing choice vouchers through the 2018 Housing Authority of Savannah Waiting
Lists, and according to the Chatham County Housing Coalition fact sheet, fair market rents in Savannah far exceed what most hourly wage workers can afford to pay. A $10 hourly worker working 40 hours a week, for example, could afford a rent of $520 to stay under the threshold of spending 30 percent on housing. A one-bedroom fair market rent in Savannah is $870.

As wages decrease, the situation gets more dire: A minimum wage worker would have to work 92 hours a week to be able to afford Savannah rents on their budget, according to the fact sheet.

As she sat on her couch with the channel set to HGTV, a program on tiny homes gave her the spark of an idea.

In a similar flash, after a Sunday sermon right across town, senior principal at Hansen Architects(https://hansensavannah.com/) Gene Maria felt moved to act. His pastor, Andy Blair of Tapestry Church(http://tapestrysavannah.com/), had asked the congregation to use their God-given talents for good.
Joyce Campbell // Photo by Geoff L. Johnson

Maria met Kelley with a pitch for a mobile shower unit for the homeless. Of course, she was already connecting the dots for something bigger. Kelley had already been working to secure support, donors and property for a village of tiny homes for veterans, as well as to raise awareness for affordable housing needs.

At first, Kelley envisioned a community of just eight to 10 dwellings, at a total cost of about $200,000. After a number of sites fell through, she received a call
from the owner of property across the street from the nonprofit’s headquarters, which had been used as a homeless camp for 20 years. There was so much garbage on the land, Kelley says, that the cleanup alone would be a big effort. But the acreage was much greater than the city lot she had envisioned, and so she went to her board with sweaty palms.

“Remember that $200,000 project?” she recalls asking. “What do you think about $2 million — and 72 homes instead of 10?”

Kelley says at first the board was overwhelmed by the increased scale of the project. But after weighing the time and money such an investment would entail, the nonprofit decided to tackle it in phases: one village of 12 homes at a time.
Construction on the first village began in earnest in fall of 2018. Maria at Hansen Architects worked with civil engineers at Thomas & Hutton (https://www.thomasandhutton.com/) on a site plan, city permits and actionable concept drawings. Hundreds of volunteers organized by the Nine Line Foundation and Joe Marchese Construction (https://marchese.construction/) picked up their hammers to help build. Roofers, engineers, electricians and more also contributed their services. “It’s been a community effort, and it gives you some hope for humanity,” Maria says.
To date, the team has completed 24 inviting cottages, each filled with natural light, a fully outfitted kitchenette and donated porcelain tile from Eckards Flooring(https://www.eckardsflooring.com/) and Garden State Tile(https://gstile.com/) in the bathroom.

Here, as ever, good begets good. An on-site clinic provides medical care, Nine Line Foundation(https://ninelinefoundation.org/) has committed to funding the construction of an aquaponics training center and a grant from Target will pay for a nutritionist to educate the residents on healthy cooking after years of eating in shelters, on the street and out of convenience stores. Donations of clothing, groceries, blankets and other necessities have poured in from Savannahians and donors around the country.

While the village has already been eyed as a model for other communities in Georgia, local fundraising and support gathering continues full steam ahead to ensure that the next villages proceed as planned.

George Bacon, Jr. // Photo by Geoff L. Johnson

Air Force veteran George Bacon, one of the neighborhood’s first 12 residents, says he is more at peace in his tiny home than anywhere he’s ever lived.
In the decades before he moved to The Cove at Dundee, Bacon saw firsthand that housing in Savannah was growing out of reach. He was raised at the corner of 36th and Jefferson streets in a two-story house his father paid $50 a month for in 1965. Today, that same home rents for $1,850. He admits he had his own preconceptions about the homeless, before a divorce and disability left him in financial straits. Even as he let go of his possessions one by one and remained employed, he learned you can do everything right and still end up homeless.

“‘If you can’t find a place to rent in your own city, you have to leave,’ Bacon says. ‘But if you leave, there’s no guarantee you’ll get the same type of job.’”

Bacon calls himself blessed to be one of the first selected for a tiny home in The Cove at Dundee, where rent is $240 a month and the residents either work or are retired.

“I can sit here now, read my books and actually plan my future,” Bacon says.

Megan Hostler, CEO of the Nine Line Foundation, which has pledged support and organized volunteers from the beginning, says that was precisely the idea.

“Our goal is to get these veterans to transition to a better life — to help them regain the confidence they had when they were in the military,” she says. “Projects like this show them their service hasn't been forgotten, and that their strength is in working together.”
Subject: Amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings.

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: August 17, 2021

Item Description: Consideration to change the Planning Board meeting night from the fourth Monday to the third Monday of each month; an amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings.

Summary Recommendation: In order to decrease the time between Planning Board and Board of Commissioner meetings where Planning Board items are considered, staff recommends approval of the revised ordinance language that will change the Planning Board meeting day.

Executive Summary/Background:
- Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings, requires Planning Board meetings to be held on the fourth Monday of each month.
- Moving the Planning Board meetings to the third Monday allows staff sufficient time to meet the submission deadline for the agenda of the first Tuesday meeting of the Board of Commissioners.
- Placing Planning Board items on the agenda of the first Tuesday meeting of the Board of Commissioners reduces the approval time by two weeks, which provides better customer service to applicants.
- The County Attorney has reviewed and approved the ordinance as to form.
- At the July 26 Planning Board meeting, Brad Smith made a motion to approve an amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1 – Approve an amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings.
2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:
1. Article VII – Planning Board, Section 7.1.2 Meetings.
2. Proposed Meeting Schedule
AMENDMENT TO PART II, APPENDIX C, ARTICLE VII – PLANNING BOARD, SECTION 7.1.2 OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II, APPENDIX C, ARTICLE VII – PLANNING BOARD, SECTION 7.1.2 OF THE EFFINGHAM COUNTY CODE OF ORDINANCES AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

The following shall be revised in Part II, Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings:

Meetings of the planning board shall be held on the third fourth Monday of each month. The chairman, or in his absence, the vice-chairman, may administer oaths and compel the attendance of witnesses by subpoena. The planning board shall keep minutes of its proceedings, show the vote of each member upon each question, or if absent or failing to vote, indicate such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ___ day of ___________, 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY M. CORBITT, CHAIRMAN

ATTEST:

______________________________
STEPHANIE D. JOHNSON
EFFINGHAM COUNTY CLERK

FIRST READING ______________________
SECOND READING ______________________

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**ATTACHMENT D**

**2021 – 2022 Filing Dates**

*Complete submission shall be reviewed according to the following application submission deadline and hearing date schedule*

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<th>Deadline for Submittal of Complete Application</th>
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<th>County Commission Meeting Date (1st Reading) 6:00 pm</th>
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<td>September 12, 2022</td>
<td>October 17, 2022</td>
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<td>October 14, 2022</td>
<td><strong>November 21, 2022</strong></td>
<td>December 6, 2022</td>
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*All meetings are held at the Administrative Complex, located at 601 North Laurel Street, Springfield, GA 31329*

*THIS IS A TENTATIVE SCHEDULE; DATES ARE SUBJECT TO CHANGE*
Subject: Variance (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 17, 2021
Item Description: Kathy Shearouse requests a variance to waive the 3-acre minimum requirement for a rural business. Located 1882 Noel C Conaway Road, zoned AR-1.

Map# 398A Parcel# 49

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres.

Executive Summary/Background
- Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted in the case of hardship due to lot conditions.
- Pursuant to Appendix C, Article II - Definitions, Section 2.84 Variance. A modification of the strict terms of this ordinance granted by the county commission where such modification will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of the ordinance would result in unnecessary and undue hardship; and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.
- There is not sufficient room in the primary structure to allocate to the silk floral arranging business, therefore the applicant wishes to use an existing accessory structure.
- In order to conduct her business, the applicant wishes to obtain an Occupational Tax Certificate.
- The Occupational Tax Certificate requires either commercial zoning, or that the business qualify for Home Occupation, Residential Business, or Rural Business.
- The business does not qualify for Home Occupation or Residential Business, as the applicant plans to use an existing accessory building.
- The proposed use does not physically require the minimum 3 acres, and is of a scope and nature that is benign and unobtrusive to neighboring properties.
- Customers will not come on site.
- At the July 26 Planning Board meeting, Brad Smith made a motion to approve a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve the request for a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres.
2. Deny the request for a variance to waive the minimum acreage requirement.

Recommended Alternative: 1
Other Alternative: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Variance Application
2. Ownership Certificate
3. Aerial Photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 6/28/2021

Applicant/Agent: Kathy Shearouse
Applicant Email Address: Shearouse@planters.net

Phone #: 912-324-9507

 Applicant Mailing Address: 1882 Noel C. Conaway Rd.
City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: N/A

Owner's Email Address (if known):

Phone #

Owner's Mailing Address:
City: State: Zip Code:

Property Location: 1882 Noel C. Conaway Rd.

Name of Development/Subdivision:

Present Zoning of Property: AR-1 Tax Map-Parcel # 398A-49 Total Acres 1.49

VARIANCE REQUESTED (provide relevant section of code): 3.15B (k)

Describe why variance is needed: Applied for rural business because use of a secondary structure is required for workspace/storage. Meets all criteria for rural business except 3 acre minimum, request to waive this criteria. Proposed use of the property is reasonable and cannot be achieved because of the existing acreage.

Applicant Signature: Kathy Shearouse Date 6-30-21
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date


I hereby certify that I am the owner of the property being proposed for Variance approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature: Kathy Shearouse
Print Name: Kathy Shearouse

Owner’s signature: ____________________________
Print Name: ____________________________

Owner’s signature: ____________________________
Print Name: ____________________________

Owner’s signature: ____________________________
Print Name: ____________________________

Sworn and subscribed before me this 30th day of June, 2021.

Katelyn Nichole Morgan
Notary Public, State of Georgia

Rev 05052021
STATE OF GEORGIA,

COUNTY OF EFFINGHAM.

KNOW ALL MEN BY THESE PRESENTS: That LATRELLE S. JENKINS, and KELBY L. SHEAROUSE, as the duly qualified, acting and serving executors of the last will and testament of PAUL J. SHEAROUSE, who departed this life February 21, 1973, after having signed, published and declared his last will and testament which has been duly probated and recorded in the office of the Judge of Probate Court of Effingham County, Georgia, and in ITEM III of said will the following described tract or parcel of land was bequeathed to MARTY S. SHEAROUSE; And,

WHEREAS, said estate is solvent and there are now no outstanding debts or claims against the estate of said deceased.

NOW THEREFORE THIS INDENTURE WITNESSETH: The said LATRELLE S. Jenkins and Kelby L. Shearouse, as executors aforesaid in compliance with the terms of said will assent to said bequest and hereby gives, grants and conveys (so far as the office of executors authorizes them) unto the said Marty S. Shearouse, his heirs and assigns.

All that certain lot or parcel of land situate, lying and being in the 1559th. G. M. District, Effingham County, Georgia, containing one and forty-nine/hundredths (1.49) acres, more or less, bounded on the northeast by lands of Harold Arrington; on the southeast by lands of Wendell Shearouse; on the southwest by lands of H. W. Jenkins; and on the northwest by State of Georgia Highway #30, according to a map or plat made by Paul D. Wilder, R. L. S., May 14, 1976, recorded in Plat Record 10, page 123, office of the Clerk of Superior Court, Effingham County, Georgia.

With all the rights, members and appurtenances to said tract or parcel of land, in anywise appertaining or belonging.

TO HAVE AND TO HOLD, said tract or parcel of land unto him, the said Marty S. Shearouse, his heirs and assigns, in the same manner in which it was possessed and held by the said Paul J. Shearouse, deceased.

IN TESTIMONY WHEREOF, the said LATRELLE S. Jenkins and Kelby L. Shearouse, executors as aforesaid, hath hereunto set their hands and seals, this 31 day of
office of executors authorizes them) unto the said Marty S. Shearouse, his heirs and assigns.

All that certain lot or parcel of land situate, lying and being in the 1559th G. M. District, Effingham County, Georgia, containing one and forty-nine/hundredths (1.49) acres, more or less, bounded on the northeast by lands of Harold Arrington; on the southeast by lands of Wendell Shearouse; on the southwest by lands of H. W. Jenkins; and on the northwest by State of Georgia Highway #30, according to a map or plat made by Paul D. Wilder, R. L. S., May 14, 1976, recorded in Plat Record 10, page 15, office of the Clerk of Superior Court, Effingham County, Georgia.

With all the rights, members and appurtenances to said tract or parcel of land, in anywise appertaining or belonging.

TO HAVE AND TO HOLD, said tract or parcel of land unto him, the said Marty S. Shearouse, his heirs and assigns, in the same manner in which it was possessed and held by the said Paul J. Shearouse, deceased.

IN TESTIMONY WHEREOF, the said LaTrelle S. Jenkins and Kelby L. Shearouse, executors as aforesaid, hath hereunto set their hands and seals, this 31st day of August, 1976.

Signed, sealed and delivered in the presence of:

LaTrelle S. Jenkins
Kelby L. Shearouse

Notary Public
Signed, sealed and delivered in the presence of:

Sara S. Thompson

Kelby L. Shearouse

Notary Public
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 17, 2021

Item Description: Kathy Shearouse requests a variance to waive the 3-acre minimum requirement for a rural business. Located 1882 Noel C Conaway Road, zoned AR-1.

Map# 398A Parcel# 49

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres.

Executive Summary/Background
- Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted in the case of hardship due to lot conditions.
- Pursuant to Appendix C, Article II - Definitions, Section 2.84 Variance. A modification of the strict terms of this ordinance granted by the county commission where such modification will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of the ordinance would result in unnecessary and undue hardship; and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.
- There is not sufficient room in the primary structure to allocate to the silk floral arranging business, therefore the applicant wishes to use an existing accessory structure.
- In order to conduct her business, the applicant wishes to obtain an Occupational Tax Certificate.
- The Occupational Tax Certificate requires either commercial zoning, or that the business qualify for Home Occupation, Residential Business, or Rural Business.
- The business does not qualify for Home Occupation or Residential Business, as the applicant plans to use an existing accessory building.
- The proposed use does not physically require the minimum 3 acres, and is of a scope and nature that is benign and unobtrusive to neighboring properties.
- Customers will not come on site.
- At the July 26 Planning Board meeting, Brad Smith made a motion to approve a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
1. Approve the request for a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres.
2. Deny the request for a variance to waive the minimum acreage requirement.

Recommended Alternative: 1
Other Alternative: 2
Department Review: Development Services
FUNDING: N/A
Attachments: 
1. Variance Application
2. Ownership Certificate
3. Aerial Photograph
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 398A-49
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 398A-49
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, KATHY SHEARouse has filed an application for a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres; map and parcel number 398A-49, located in the 2nd commissioner district, and
WHEREAS, a public hearing was held on August 17, 2021 and notice of said hearing having been published in the Effingham County Herald on July 28, 2021; and
WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on July 7, 2021; and
IT IS HEREBY ORDAINED THAT a variance to waive the minimum acreage requirement, and allow a rural business on 1.49 acres; map and parcel number 398A-49, located in the 2nd commissioner district, is approved.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _______________, 20____

BOARD OF COMMISSIONERS
EFFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:
FIRST/SECOND READING: _____________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Conditional Use (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 17, 2021

Item Description: Kathy Shearouse requests a conditional use for a Rural Business: Kat-Tails, a silk floral arranging business. Located 1882 Noel C Conaway Road, zoned AR-1.

Map# 398A Parcel# 49

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a rural business for Kat-Tails, a silk floral arranging business, on an AR-1 zoned parcel, with conditions.

Executive Summary/Background
- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. The Rural Business Conditional use requirements include consideration of:
  - Intent – the silk floral arrangement business is compatible with the surrounding residential area.
  - Structure – the business will operate out of an existing structure.
  - Public Road Frontage – the property has frontage on Noel C Conaway Road.
  - Acreage (3 minimum) – Variance Requested.
- At the July 26 Planning Board meeting, Michael Larson made a motion to approve a conditional use for a rural business to operate Kat-Tails, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business
  2. The applicant must obtain an Occupational Tax Certificate.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request for a conditional use for a rural business to operate Kat-Tails, with the following conditions:
   1. The business operations shall meet the requirements of Section 3.15B Rural Business
   2. The applicant must obtain an Occupational Tax Certificate.
2. Deny request for a conditional use for a rural business to operate Kat-Tails.

Recommended Alternative: 1 Other Alternative: 2

Department Review: Development Services FUNDING: N/A

Attachments: 1. Conditional Use application 3. Site Plan
           2. Ownership certificate 4. Aerial photograph
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 6/24/21

Applicant/Agent: Kathy Shearouse

Applicant Email Address: Shearouse@planters.net
Phone #: 912-334-9507

Applicant Mailing Address:
1882 Noel C. Conaway Rd

City: Guyton State: Ga Zip Code: 31312

Property Owner, if different from above:

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known):

Phone #

Owner's Mailing Address:

City: State: Zip Code:

Business Name: Kat-Tails

Property Location: South Effingham Hwy 30 1882 Noel C. Conaway Rd.

Present Zoning of Property 366 Tax Map-Parcel # 12 Total Acres 1.19

398A-49

CONDITIONAL USE REQUESTED:

Section 3.15A – Residential Business

Section 3.15B – Rural

OTHER (provide relevant section of code):

Reason: Have a 10x20 building that I will only making silk arrangements. In my house business.

How does request meet criteris of Section 7.1.6 (see Attachment C):
AUTHORIZATION OF PROPERTY OWNER

I, Kathy Shearouse, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Conditional Use application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Kathy Shearouse

Applicant/Agent Address: 1882 Noel C. Conaway Rd

City: Guyton State: Ga. Zip Code: 31312

Phone: 912.324.9507 Email: ShearouseA@planters.net

Owner’s signature Kathy Shearouse

Print Name Kathy Shearouse

Personally appeared before me Kathy Shearouse (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 24th day of June, 2021.

Kathleen Erin Dunnigan
Notary Public, State of Georgia

ATTACHMENT C - SITE PLAN REQUIREMENTS
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

May 14, 1974, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 10 page 13.

I hereby certify that I am the owner of the property being proposed for Conditional Use approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Owner's signature ____________________________
Print Name ____________________________

Sworn and subscribed before me this 24 day of June, 2021.

Kathleen Erin Dunnigan
Notary Public, State of Georgia
STATE OF GEORGIA,
COUNTY OF EFFINGHAM.

KNOW ALL MEN BY THESE PRESENTS: That LaTRELLE S. JENKINS, and KELBY L. SHEAROUSE, as the duly qualified, acting and serving executors of the last will and testament of PAUL J. SHEAROUSE, who departed this life February 21, 1973, after having signed, published and declared his last will and testament which has been duly probated and recorded in the office of the Judge of Probate Court of Effingham County, Georgia, and in ITEM III of said will the following described tract or parcel of land was bequeathed to MARTY S. SHEAROUSE; And,

WHEREAS, said estate is solvent and there are now no outstanding debts or claims against the estate of said deceased.

NOW THEREFORE THIS INDENTURE WITNESSETH: The said LaTrelle S. Jenkins and Kelby L. Shearouse, as executors aforesaid in compliance with the terms of said will assent to said bequest and hereby gives, grants and conveys (so far as the office of executors authorizes them) unto the said Marty S. Shearouse, his heirs and assigns.

All that certain lot or parcel of land situate, lying and being in the 1559th G. M. District, Effingham County, Georgia, containing one and forty-nine/hundredths (1.49) acres, more or less, bounded on the northeast by lands of Harold Arrington; on the southeast by lands of Wendell Shearouse; on the southwest by lands of H. W. Jenkins; and on the northwest by State of Georgia Highway #30, according to a map or plat made by Paul D. Wilder, R. L. S., May 14, 1976, recorded in Plat Record 10, page 45, office of the Clerk of Superior Court, Effingham County, Georgia.

With all the rights, members and appurtenances to said tract or parcel of land, in anywise appertaining or belonging.

TO HAVE AND TO HOLD, said tract or parcel of land unto him, the said Marty S. Shearouse, his heirs and assigns, in the same manner in which it was possessed and held by the said Paul J. Shearouse, deceased.

IN TESTIMONY WHEREOF, the said LaTrelle S. Jenkins and Kelby L. Shearouse, executors as aforesaid, hath hereunto set their hands and seals, this 5th day of
office of executors authorizes them) unto the said Marty S. Shearouse, his heirs and assigns.

All that certain lot or parcel of land situate, lying and being in the 1559th G. M. District, Effingham County, Georgia, containing one and forty-nine/hundredths (1.49) acres, more or less, bounded on the northeast by lands of Harold Arrington; on the southeast by lands of Wendell Shearouse; on the southwest by lands of H. W. Jenkins; and on the northwest by State of Georgia Highway #30, according to a map or plat made by Paul D. Wilder, R. L. S., May 14, 1976, recorded in Plat Record 10, page 75, office of the Clerk of Superior Court, Effingham County, Georgia.

With all the rights, members and appurtenances to said tract or parcel of land, in anywise appertaining or belonging.

TO HAVE AND TO HOLD, said tract or parcel of land unto him, the said Marty S. Shearouse, his heirs and assigns, in the same manner in which it was possessed and held by the said Paul J. Shearouse, deceased.

IN TESTIMONY WHEREOF, the said Latrelle S. Jenkins and Kelby L. Shearouse, executors as aforesaid, hath hereunto set their hands and seals, this 31st day of August, 1976.

Signed, sealed and delivered in the presence of:

Latrelle S. Jenkins L.S.
Kelby L. Shearouse L.S.

Notary Public
<table>
<thead>
<tr>
<th>ESTATE OF PAUL J. SHEAROUSE</th>
<th>MARTY S. SHEAROUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY: LaTrelle S. Jenkins, and Kelby L. Shearouse, Executor</td>
<td>TO</td>
</tr>
<tr>
<td>1.49 acres in the 1559th G. M. District, Effingham County, Georgia</td>
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</table>

Signed, sealed and delivered in the presence of:

LaTrelle S. Jenkins
Kelby L. Shearouse

Notary Public
George Williams 2-5-2010
Zoning Administrator

GEORGIA HIGHWAY No. 30 80' R/W

3 1/2 MILE TO GA HWY 417

IRON PIPE (END)

N 59°06' E 100' S 28'

66' BLOCK HOUSE

GEORGIA REGISTERED No. 1550

1.49 ACRES

WENDEL SHEARouse

HAROLD ARRINGTON
1882 Noel C Conaway Rd
Subject: 2nd Reading Zoning Map Amendment  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: August 17, 2021  
Item Description: Kathy Shearouse requests a conditional use for a Rural Business: Kat-Tails, a silk floral arranging business. Located 1882 Noel C Conaway Road, zoned AR-1.

Map# 398A Parcel# 49

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a conditional use for a rural business for Kat-Tails, a silk floral arranging business. on an AR-1 zoned parcel, with conditions.

Executive Summary/Background
- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, Section 3.15B - Rural Business. The Rural Business Conditional use requirements include consideration of:
  - Intent – the silk floral arrangement business is compatible with the surrounding residential area.
  - Structure – the business will operate out of an existing structure.
  - Public Road Frontage – the property has frontage on Noel C Conaway Road.
  - Acreage (3 minimum) – Variance Requested.
- At the July 26 Planning Board meeting, Michael Larson made a motion to approve a conditional use for a rural business to operate Kat-Tails, with the following conditions:
  1. The business operations shall meet the requirements of Section 3.15B Rural Business  
  2. The applicant must obtain an Occupational Tax Certificate.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives
1. Approve request for a conditional use for a rural business to operate Kat-Tails, with the following conditions:
   1. The business operations shall meet the requirements of Section 3.15B Rural Business  
   2. The applicant must obtain an Occupational Tax Certificate.
2. Deny request for a conditional use for a rural business to operate Kat-Tails.

Recommended Alternative: 1 Other Alternative: 2

Department Review: Development Services  
FUNDING: N/A

Attachments:
1. Conditional Use application
2. Ownership certificate
3. Site Plan
4. Aerial photograph
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
398A-49
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
398A-49

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, KATHY SHEAROUSE has filed an application for a conditional use for a Rural Business to operate Kat-Tails, a silk floral arranging business; map and parcel number 398A-49, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on August 17, 2021 and notice of said hearing having been published in the Effingham County Herald on July 28, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on July 7, 2021; and

IT IS HEREBY ORDAINED THAT a conditional use for a Rural Business to operate Kat-Tails, a silk floral arranging business; map and parcel number 398A-49, located in the 2nd commissioner district, is approved, with the following condition:

1. The business operations shall meet the requirements of Section 3.15B Rural Business
2. The applicant must obtain an Occupational Tax Certificate.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This ______ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST:
FIRST/SECOND READING: ______________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 17, 2021

Item Description: Allen Burns Land Investors, LLC requests to rezone 5.5 acres from AR-1 to R-1 for the future residential development. Located on Early Street.

Map# 388 Parcel# 4

Summary Recommendation
Staff have reviewed the application, and recommend approval of the request to rezone 5.5 acres from AR-1 to R-1 for future residential development.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to subdivide the 5.5-acre parcel into residential lots fronting on Early Street and also served by a private easement.
- The lots will be served by public water and private sewer.
- At the July 26 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 5.5 acres from AR-1 to R-1, with the following conditions:
  1. The lots must meet the requirements of the R-1 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. Major subdivision final plat must be approved by the Board of Commissioners.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives

- Approve the request to rezone 5.5 acres from AR-1 to R-1, with the following conditions:
  1. The lots must meet the requirements of the R-1 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. Major subdivision final plat must be approved by the Board of Commissioners.

2. Deny the request to rezone 5.5 acres from AR-1 to R-1.

Recommended Alternative: 1 Other Alternative: 2

Department Review: Development Services FUNDING: N/A

ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent  Allen Burns Land Investors LLC

Applicant email address  Phone #: 754-9166

Property owner(s)  Allen Burns Land Investors LLC

Telephone Number  (712) 754-9166

Mailing Address  613 Tower Park Drive W Suite 106

Property location  Early St

Present zoning  R1

Proposed zoning  R1

Present land-use  R1

Proposed land-use  R1

Tax Map #  Parcel #: 03800004

Total Acres: 5.50

Acres to be rezoned: 5.50

List the zoning of the other property in the vicinity of the property you wish to rezone:

North  R1  South  R1

East  R1  West  R1

Justification: would coincide with area
1. Describe the current use of the property you wish to rezone.

   A R

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   No

3. Describe the use that you propose to make of the land after rezoning.

   R 1 Residential homes

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

   R 1 Residential homes

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

   would coincide with area

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

   Yes
EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 

3-10-2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2671 page 231.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature
Print Troy Allen

Owner’s signature
Print

Owner’s signature
Print

Sworn and subscribed before me this ____ day of ________, 2021.

Rhonda R. Murray
Notary Public, State of Georgia
STATE OF FLORIDA
COUNTY OF LEE

L I M I T E D
WARRANTY DEED

FILE #: 2021-20

THIS INDENTURE made this 10th day of March, 2021, between Cleveland A. Blocker, as party of the first part, hereinafter called Grantor, and Allen Burns Land Investors, LLC, a Georgia limited liability company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that certain lot, tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County, Georgia, being known as 5.50 acres, more or less, as shown and more particularly described on that certain map or plat made by Paul Weitman, County Surveyor, dated April 25, 1973, recorded in Plat Book 8, Page 181 in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

Subject, however, to all valid restrictions, easements, and rights of way of record.

This being the same property conveyed by Warranty Deed from Jared Irving Hawk to Cleveland A. Blocker and Carolyn F. Blocker, dated December 27, 1973, recorded in Deed Book 165, Page 240, aforesaid records.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named Grantor.
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

By [Signature]
Cleveland A. Blocker

Signed, sealed and delivered this ___ day of March, 2021, in the presence of:

[Signature]
Kayleigh Stiger
Unofficial Witness

[Signature]
Michelle M. Stiger
Notary Public
Item XV. 5.
NOTICE: SUBJECT PROPERTY IS A RETRACTION OF MAP & PARCEL 388-04 ON THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA. REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 5/14/2015, THE PROPERTY IS LOCATED IN "ZONE X" (OUTSIDE THE 500 YEAR FLOODPLAIN)

SURVEYORS CERTIFICATION
This plat is a retraction of an existing parcel of land and does not indicate or create new parcel usage or changes to any existing boundaries. The existing boundaries of the document are parcel lines which are legal or surveyor's lines.

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829 3972

SURVEY FOR
KEITH JOHNSON
A RETRACTION SURVEY OF 5.58 ACRES (MAP & PARCEL 388-04) FOR THE ESTATE OF CLEVELAND BLOCKER, LOCATED IN THE 11TH, G.M.D., EFFINGHAM COUNTY, GEORGIA
SURVEYED 27 JAN 2021
PLAT DRAWN 27 JAN 2021
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL √ DISAPPROVAL

Of the rezoning request by applicant Allen Burns Land Investors, LLC – (Map # 388 Parcel # 4) from AR-1 to R-1 zoning.

Yes ☐ No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes ☐ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ☐ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☐ No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes ☐ No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☐ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☐ No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes ☐ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL   DISAPPROVAL

Of the rezoning request by applicant Allen Burns Land Investors, LLC – (Map # 388 Parcel # 4) from AR-1 to R-1 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 26, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✗ DISAPPROVAL   

Of the rezoning request by applicant Allen Burns Land Investors, LLC – (Map # 388 Parcel # 4) from AR-1 to R-1 zoning.

Yes  No?  1. Is this proposal inconsistent with the county’s master plan?

Yes  No?  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No?  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No?  4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No?  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No?  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No?  7. Are nearby residents opposed to the proposed zoning change?

Yes  No?  8. Do other conditions affect the property so as to support a decision against the proposal?
Effingham County Rezoning Checklist

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

**CHECK LIST:**

The Effingham County Planning Commission recommends:

**APPROVAL**

**DISAPPROVAL**

Of the rezoning request by applicant *Allen Burns Land Investors, LLC — (Map # 388 Parcel # 4)* from **AR-1** to **R-1** zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – July 26, 2021
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: August 17, 2021
Item Description: Allen Burns Land Investors, LLC requests to rezone 5.5 acres from AR-1 to R-1 for the future residential development. Located on Early Street.

Summary Recommendation
Staff have reviewed the application, and recommend approval of the request to rezone 5.5 acres from AR-1 to R-1 for future residential development.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to subdivide the 5.5-acre parcel into residential lots fronting on Early Street and also served by a private easement.
- The lots will be served by public water and private sewer.
- At the July 26 Planning Board meeting, Brad Smith made a motion to approve the request to rezone 5.5 acres from AR-1 to R-1, with the following conditions:
  1. The lots must meet the requirements of the R-1 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. Major subdivision final plat must be approved by the Board of Commissioners.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives
- Approve the request to rezone 5.5 acres from AR-1 to R-1, with the following conditions:
  1. The lots must meet the requirements of the R-1 zoning district.
  2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  3. All wetland impacts must be approved and permitted by USACE.
  4. Major subdivision final plat must be approved by the Board of Commissioners.
- Deny the request to rezone 5.5 acres from AR-1 to R-1.

Recommended Alternative: 1  Other Alternative: 2

Department Review: Development Services  FUNDING: N/A
Attachments: 1. Rezoning Application and Checklist  4. Plat
             2. Ownership Certificate/Authorization  5. Aerial Photograph
             3. Deed
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 388-4
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 388-4
AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, ALLEN BURNS LAND INVESTORS, LLC, have filed an application to rezone five and fifty hundredth (5.5) +/- acres; from AR-1 to R-1, for future residential development; map and parcel number 388-4, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on August 17, 2021 and notice of said hearing having been published in the Effingham County Herald on July 28, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on July 7, 2021; and

IT IS HEREBY ORDAINED THAT five and fifty hundredths (5.5) +/- acres; map and parcel number 388-4, located in the 4th commissioner district is rezoned from AR-1 to R-1, with the following conditions:

1. The lots must meet the requirements of the R-1 zoning district.
2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
3. All wetland impacts must be approved and permitted by USACE.
4. Major subdivision final plat must be approved by the Board of Commissioners.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This ______ day of __________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: __________

_________________________
STEPHANIE JOHNSON
COUNTY CLERK
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

"Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons."

**PLEASE TURN OFF YOUR CELL PHONE**

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**Agenda**

**Virtual Meeting Information:**

Zoom link: [https://zoom.us/j/98715219287?pwd=ZHBJOFRmVXJZak0vakJvN6L3iTZz09](https://zoom.us/j/98715219287?pwd=ZHBJOFRmVXJZak0vakJvN6L3iTZz09)

Phone Number: **1-929-436-2866**

Meeting ID: **987 1521 9287**

Access Code: **901128**

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I. **Roll Call**

   Wesley Corbitt, Chairman  
   Forrest Floyd  
   Roger Burdette, Vice Chair  
   Jamie Deloach  
   Reginald Loper  
   Phil Kieffer

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II. **Call to Order** - Chairman Corbitt called the meeting to order at 5:04 pm.

III. **Invocation** - Vice Chair Burdette provided the invocation.

IV. **Pledge to the American Flag** - The Pledge of Allegiance was sounded in unison.

V. **Agenda Approval** - Consideration of a resolution to approve the agenda.

   Approved with removal of Consent Agenda Item# 2 and addition of New Business Item# 12
VI. Minutes - Consideration to approve the August 3, 2021 Commission meeting minutes. - Approved as read

VII. Public Comments - Comments shall pertain to agenda items only, when speaking you must clearly state your full name into the microphone for the record

VIII. Correspondence - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.

IX. Consent Agenda

1. [2021-411 - Agreement] Consideration to approve to renew the Fire Protection Services Agreement with the City of Guyton - Approved

2. [2021-412 Policy] Consideration to approve the revision of Section 2.12 - Conflict Resolution/Grievance Process the Human Resources Standard of Practice - Removed from the agenda

3. [2021-413 Agreement] Consideration to renew the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for Paper Based GED Testing for Offenders - Approved

4. [2021-414 - Task Order] Consideration to approve the ratification of award of Task Order 22-25-001 to Atlas for engineering services for repair of the Old Louisville Road pipe collapse - Approved

5. [2021-415 - Grant] Consideration to approve to submit a grant application to the Petco Foundation Animal Welfare Grant Program - Approved

X. Old Business

1. [2021-399 Tax Refund] Neal Groover
   Consideration to approve a Tax Refund Request submitted by Jacqueline Skay related to a property located at 105 Kuwe Trail, Guyton Map# 277A Parcel# 43 - Denied

2. [2021-409 Resolution] Tim Callanan
   Consideration to approve Resolution #021-039 for a Call for Referendum regarding the reimposition of the countywide Special Purpose Local Option Sales Tax (SPLOST) - Approved

XI. New Business

1. [2021-416 Millage Public Hearing] Mark Barnes
   Public Hearing for the adoption of the 2021-2022 Millage Public Hearing was held. There were no comments from the public.

2. [2021-417 Resolution to Levy] Mark Barnes
   Consideration to approve Resolution (021-40) to Levy the 2021 taxes - Approved

3. [2021-418 Form]
   Consideration to approve the County Millage Rate Form for Tax Year 2021 (PT-35) - Approved

4. [2021-419 Form]
   Consideration to approve the Computation of Millage Rate Rollback form for Tax Year 2020 (PT 32.1) - Approved
5. **[2021-420 Application] Mark Barnes**  
Consideration to approve to submit an application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Broadband Infrastructure project - Approved

Consideration to approve the Coastal Regional Commission (CRC) Area Agency on Aging (AAA) Contract #2022-08 for FY22 - Approved

7. **[2021-422 Budget] Mark Barnes**  
Consideration to approve Resolution# 021-041 to amend the fiscal year 2021-2022 Budget - Approved

8. **[2021-423 Application] Mark Barnes**  
Consideration to approve to submit an Application to the Governor’s Office of Planning and Budget (OPB) State fiscal Recovery Fund for a Water & Sewer Infrastructure project - Approved

9. **[2021-424 Final Plat] Teresa Concannon**  
Consideration to approve a revised Final Plat for Clyde Road Subdivision located off of Courthouse Road in the Fourth District - Approved

10. **[2021-425 Permit] Teresa Concannon**  
Consideration to approve an Assemblage Permit for Valkyrie Webb to hold a Poker Run to benefit the Tiny House Project for homeless veterans on August 21, 2012, at the county-owned Veterans Memorial Park, in Springfield. - Approved

11. **[2021-426 Ordinance 1st Reading] Teresa Concannon**  
Consideration to approve the First Reading of an Ordinance to amend Appendix C, Article VII - Planning Board Section 7.1.2 Meetings of the Effingham County Code of Ordinances - Approved

12. **ADDITION TO AGENDA**  
**[2021-433 Agreement]** Consideration to approve a revised Intergovernmental Agreement between Effingham County and the cities of Springfield, Guyton and Rincon related to the upcoming Special Purpose Local Option Sales Tax (SPLOST) referendum - Approved

XII. **Reports from Commissioners & Administrative Staff**

T. Callanan  
S. Johnson  
Comm. Loper  
Vice Chair Burdette  
Chairman Corbitt

XIII. **Executive Session** - Discussion of Personnel, Property and Pending Litigation - executive session was not held at this meeting.

XIV. **Executive Session Minutes** - No executive session was held, no minutes to be approved.
XV. Planning Board

1. [2021-427 Public Hearing] The Planning Board recommends approving an application by Kathy Shearouse for a Variance located at 1882 Noel C. Conaway Road to waive the 3 acre minimum requirement for a rural business use Map# 398A Parcel# 49 in the Second District - Approved with stipulations

2. [2021-428 Second Reading] Consideration to approve the Second Reading of an application by Kathy Shearouse for a Variance located at 1882 Noel C. Conaway Road to waive the 3 acre minimum requirement for a rural business use Map# 398A Parcel# 49 in the Second District - Approved 2nd Reading

3. [2021-429 Public Hearing] The Planning Board recommends approving an application by Kathy Shearouse for a Conditional Use for a Rural Business located at 1882 Noel C. Conaway Road to allow for a silk floral arranging business Map# 398A Parcel# 49 in the Second District - Approved with stipulations

4. [2021-430 Second Reading] Consideration to approve the Second Reading of an application by Kathy Shearouse for a Conditional Use for a Rural Business located at 1882 Noel C. Conaway Road to operate a silk floral arranging business Map# 398A Parcel# 49 in the Second District - Approved 2nd Reading

5. [2021-431 Public Hearing] The Planning Board recommends approving an application by Allen Land Investors, LLC to rezone 5.50 acres located on Early Street from AR-1 to R-1 Map# 388 Parcel# 4 in the Fourth District - Approved with stipulations

6. [2021-432 Second Reading] Consideration to approve the Second Reading of an application by Allen Land Investors, LLC to rezone 5.50 acres located on Early Street from AR-1 to R-1 Map# 388 Parcel# 4 in the Fourth District - Approved 2nd Reading

XVI. Adjournment

The meeting adjourned at 7:10 pm.