



**AGENDA**

**McDUFFIE COUNTY BOARD OF COMMISSIONERS**

**June 5, 2023 at 6:30 PM**

**Government Center Meeting Room**

**COMMISSIONERS' WORK SESSION**

**WELCOME & CALL TO ORDER**

**Chairman Newton**

**INVOCATION & PLEDGE OF ALLEGIANCE**

**DISCUSSION ITEMS**

- 1. Discussion Concerning Insurance Renewal.**
- 2. Discussion Concerning FY24 Drug Court Grant.**
- 3. Discussion Concerning Mutual Aid Agreement with Columbia County.**
- 4. Discussion Concerning Library Board.**
- 5. Discussion Concerning Terms and Conditions for Park Grant.**
- 6. Discussion Concerning ACCG-IRMA Renewal.**
- 7. Discussion Concerning Waste Cell Bid.**
- 8. Discussion Concerning Judicial Council Grant ARPA Funds.**
- 9. Discussion Concerning MOU with Roger's Veterinary Services.**

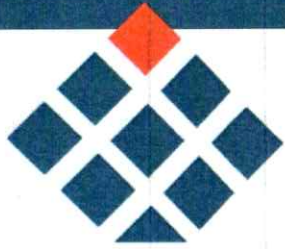
**EXECUTIVE SESSION- Personnel  
Property Acquisition**

**ADJOURNMENT**



**Renewal Meeting**  
**May 19, 2023**





# Marketing Summary

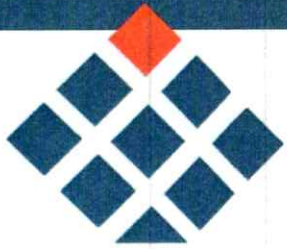
## Medical

- Humana: Incumbent carrier (+24% over current)
- Benecon/Meritain/Aetna: Quoted (+18% over current)
- Anthem: Quoted (+27% over current)
- Aetna: Quoted (+18% over current)
- Cigna: Declined to quote (uncompetitive)
- United Healthcare: (+21% over current)

## Ancillary

- Humana: Incumbent carrier for dental and vision
- Mutual of Omaha: Incumbent on Basic Life/AD&D (package savings of \$4,035 – assuming new lines are added)
- MetLife: Quoted (package savings of \$7,221)
- Principal: Quoted
- Equitable: Quoted
- Lincoln: Quoted
- Reliance Standard: Quoted





# Current Plan Performance

Humana

## EDW Underwriting Reporting

### Premium & Claims Summary Report – Incurred Basis

Enterprise Platform:	EM	Platform:	ALL SRC PLATFORMS SELECTED	Financial Product:	FI MED
Ent Platform Name:	METAVANCE	Customer:	ALL SRC CUSTOMERS SELECTED	Type of Customer:	ENTERPRISE
Enterprise Customer:	839591	MTV Div/CI Class:	ALL SRC DIVISIONS SELECTED	Auto Cross-Ref:	YES
Ent Customer Name:	MCDUFFIE COUNTY BOARD OF COMMISSIONERS	Benefit Plan:	ALL SRC BENEFIT IDS SELECTED	Reporting Level:	ENT CUST
Src Platform Name:	ALL SOURCE PLATFORMS SELECTED	Group Number:	ALL SRC CUSTOMERS SELECTED	From Date:	03-01-2022
Src Customer Name:	ALL SOURCE CUSTOMERS SELECTED	MTV Ben/CAS Subgrp:	ALL SRC BENEFIT IDS SELECTED	To Date:	02-28-2023
Division Name:	ALL SOURCE DIVISIONS SELECTED	Product Line:	MEDICAL	As of Date:	04-30-2023

***** SUBSCRIBER COVERAGE TYPES *****						Members	Premium	Medical*	RX*	Total Cost*
Date	EE Only	EE + Sp	EE + Ch	Family	Total					
03-2022	105	19	19	15	158	248	138,011	104,681	16,008	120,688
04-2022	106	19	19	15	159	249	138,635	80,255	34,848	115,104
05-2022	107	20	20	16	163	258	142,848	54,799	24,804	79,603
06-2022	109	22	20	16	167	264	147,199	164,746	20,301	185,047
07-2022	113	21	17	18	169	266	141,446	172,121	38,667	210,788
08-2022	107	20	15	18	160	251	133,891	158,459	30,741	189,200
09-2022	105	19	16	17	157	245	131,525	83,463	40,081	123,545
10-2022	104	20	17	17	158	250	133,156	74,984	25,234	100,218
11-2022	105	20	18	19	162	262	138,339	62,690	32,896	95,587
12-2022	105	19	17	19	160	258	136,115	98,912	41,611	140,523
01-2023	105	18	17	19	159	256	134,935	259,317	27,571	286,888
02-2023	104	17	18	19	158	255	133,755	308,947	27,077	336,023
	1,275	234	213	208	1,930	3,062	1,649,853	1,623,375	359,839	1,983,215

Total Cost PMPM: 647.69  
 Premium PMPM: 538.82  
 Medical Expense Ratio: 120.21%

***** SUBSCRIBER COVERAGE TYPES *****						Members	Premium	Premium PMPM
Date	EE Only	EE + Sp	EE + Ch	Family	Total			
03-2023	103	16	17	19	155	250	130,938	523.75
04-2023	106	15	17	19	157	251	131,988	525.85





# Current High-Cost Claimants

Threshold: \$25,000				Amount: Paid		Total Members: 15	
SN	Pharmacy Paid Amount	Medical Paid Amount	Total Paid Amount	Diagnosis Group	Current Status	Risk Score	Blinded Member Id
1	\$6,775.75	\$223,292.27	\$230,068.02	Septicemia	Active	27.37	b9e7a0583981cf1eb57ab1fa6caa9ce
2	\$1,847.24	\$128,086.79	\$129,934.03	Coronary Artery Disease	Active	4.46	b813264d12002b9ef0051a0b4b331ca2
3	\$1,018.87	\$95,554.62	\$96,573.49	Coronary Artery Disease	Active	10.24	9d9a9e346ec0dda5b36cb7e0f550e5b7
4	\$931.35	\$89,095.47	\$90,026.82	Immune Disorders	Active	6.72	248627212f633737cdd43d1ff66461de
5	\$7,379.66	\$53,796.66	\$61,176.32	Septicemia	Active	5.03	5b6ce75465dbc813b98633ebe2d2666a
6	\$12,789.20	\$39,492.34	\$52,281.54	Myocardial Infarction	Active	5.81	388f7d66edb8308c3c4e41d77b53b5cd
7	\$165.48	\$50,678.48	\$50,843.96	Osteoarthritis	Active	2.86	a94d5ece13664f519c2ef06cb4f815e8
8	\$262.86	\$37,226.60	\$37,489.46	Dorsalgia	Active	4.65	40091316d757c59d9471f7758e5f547c
9	\$119.33	\$37,228.65	\$37,347.98	Osteoarthritis	Active	2.10	23e47390ccffce42514ac21eaf78ca8
10	\$64.53	\$36,740.49	\$36,805.02	Cerebral Hemorrhage	Active	8.48	c9b9fd50a87f1f031a88a9b2a0da19574
11	\$35,123.26	\$0.00	\$35,123.26	Psoriasis and Related Disorders	Termed	0.78	ff299c27c8b55903dabd31ce98af5725
12	\$0.00	\$34,897.14	\$34,897.14	Labor and Delivery Related	Active	1.35	fc7f694ff91abf8b4d43d3d56b51b121
13	\$12,036.15	\$21,353.09	\$33,389.24	Congestive Heart Failure	Active	11.02	c2f3dfbaeaba4e5b4058501e8bce7b68
14	\$26,037.26	\$488.87	\$26,526.13	Exams	Active	8.00	b9b0d4262fbbe2f0110d3eae0119f5a
15	\$123.28	\$25,794.24	\$25,917.52	Cardiac Arrhythmias	Active	2.30	a6c5cbf952aad38363ef2dcfdcc471f2

Reporting Period: Incurred March 2022 to February 2023, Paid March 2022 to April 2023  
 Comparison Period: Incurred March 2021 to February 2022, Paid March 2021 to April 2022  
 Benchmark: Commercial





# Renewal History

Capstone relationship begins



	2019-2020	2020-2021 Renewal	2020-2021 Selected	2021-2022 Selected	2022-2023 Selected
	Medical (Fully Insured) - Anthem	Medical (Fully Insured) - Anthem	Medical (Fully Insured) - Humana	Medical (Fully Insured) - Humana	Medical (Fully Insured) - Humana
Medical	\$1,678,341	\$1,978,745	\$1,685,840	\$1,753,276	\$1,665,613
<b>Annual Total</b>	<b>\$1,678,341</b>	<b>\$1,978,745</b>	<b>\$1,685,840</b>	<b>\$1,753,276</b>	<b>\$1,665,613</b>
<b>\$ Difference</b>		<b>\$300,403</b>	<b>\$7,499</b>	<b>\$67,437</b>	<b>(\$87,663)</b>
<b>% Difference</b>		<b>17.9%</b>	<b>0.4%</b>	<b>4.0%</b>	<b>-5.0%</b>

**2019-2020:**

- Participated in Anthem’s ACCG program

**2020-2021:**

- Group receives +18% increase on ACCG medical plan
- McDuffie moves the coverage to Humana, saving \$293k

**2021-2022:**

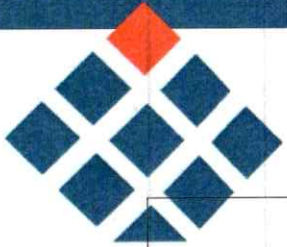
- Due to high claims year, initial renewal called for +14.5% increase – Capstone negotiated down to +4%

**2022-2023:**

- Initial renewal called for +5% - Capstone negotiated down to -5%

**Three-year net savings of \$12,727**





# Medical Plan Designs

Benefit Highlights	Current		Renewal		Option 1		Option 2		Option 3	
	Humana NPOS16/COPAYF 80/60		Humana NPOS16/COPAYF 80/60		Meritain / Aetna		Anthem Blue Open Access POS OAP5		Aetna OAMC 1500	
	In-Network	Out of Network	In-Network	Out of Network			In-Network	Out of Network	In-Network	Out of Network
<b>Deductible</b>										
Individual	\$1,500	\$4,500	\$1,500	\$4,500	\$1,500	\$4,500	\$1,500	\$4,500	\$1,500	\$4,500
Family	\$3,000	\$9,000	\$3,000	\$9,000	\$3,000	\$9,000	\$3,000	\$9,000	\$3,000	\$9,000
Coinsurance	80%	60%	80%	60%	80%	60%	80%	60%	80%	60%
<b>Out-of-Pocket Maximum</b>										
Individual	\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000	\$5,000	\$15,000
Family	\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000	\$10,000	\$30,000
<b>Hospital Services</b>										
Inpatient	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%
Outpatient	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%
<b>Office Visit Copay</b>										
Primary Care	\$30	DED+30%	\$30	DED+30%	\$30	DED+30%	\$30	DED+40%	\$30	DED+30%
Specialty Care	\$55	DED+30%	\$55	DED+30%	\$55	DED+30%	\$55	DED+40%	\$55	DED+30%
Emergency Room Copay	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350
Dianostic Test (x-ray, bloodwork) Office*	Covered 100%	DED+30%	Covered 100%	DED+30%	Covered 100%	DED+30%	\$55	DED+40%	Covered 100%	DED+30%
Advanced Imaging (CT/PET/MRI) Office*	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%	DED+20%	DED+40%
Urgent Care	\$75	DED+30%	\$75	DED+30%	\$75	DED+30%	\$75	DED+40%	\$75	DED+30%
<b>Prescription Drugs (Retail &amp; Mail Order)</b>										
Rx Deductible	\$250 / \$500	\$250 / \$500	\$250 / \$500	\$250 / \$500	\$250 / \$500	\$250 / \$500	\$200 / \$400	\$200 / \$400	\$250 / \$500	\$250 / \$500
Tier 1	\$10	\$10	\$10	\$10	\$10	\$10	\$10 (Rx ded does not apply)	\$10 (Rx ded does not apply)	\$10 (Rx ded does not apply)	\$10 (Rx ded does not apply)
Tier 2	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$35	\$35
Tier 3	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$75	\$75
Tier 4	25%	25%	25%	25%	N/A	N/A	N/A	N/A	N/A	N/A
Specialty	25% for preferred 35% for non preferred	35%	25% for preferred 35% for non preferred	35%	DED+25% Max \$350	DED+25% Max \$350	DED+25% Max \$350	DED+25% Max \$350	25% / 35%	Covered 100% after cost share
111 EE	\$592.99		\$732.40		Premium equivalents will be forthcoming		\$753.45		\$697.00	
15 EE+SP	\$1,180.05		\$1,457.48				\$1,499.37		\$1,387.02	
18 EE+CH	\$1,043.66		\$1,289.03				\$1,326.07		\$1,226.71	
20 FAM	\$1,773.04		\$2,189.88				\$2,252.82		\$2,084.02	
<b>Monthly Costs Per Plan</b>	<b>\$137,769</b>		<b>\$170,159</b>		<b>\$163,120</b>		<b>\$175,049</b>		<b>\$161,933</b>	
<b>Annual Costs Per Plan</b>	<b>\$1,653,232</b>		<b>\$2,041,905</b>		<b>\$1,957,439</b>		<b>\$2,100,590</b>		<b>\$1,943,202</b>	
<b>\$ Difference</b>			<b>\$388,673</b>		<b>\$304,207</b>		<b>\$447,358</b>		<b>\$289,970</b>	
<b>% Difference</b>			<b>24%</b>		<b>18%</b>		<b>27%</b>		<b>18%</b>	

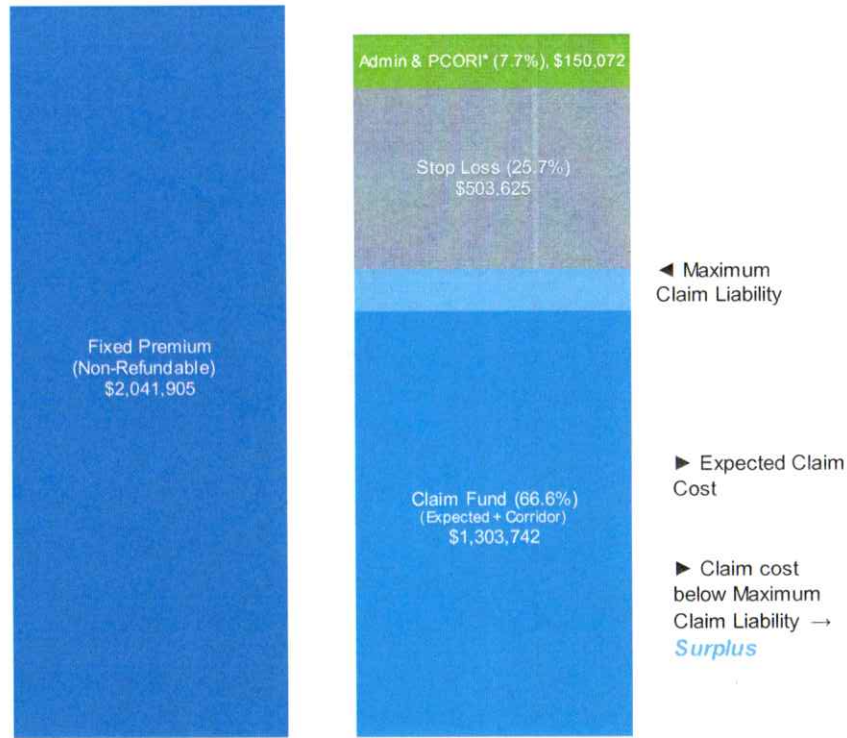




# Benecon Cost Illustration

Current Funding

VERIS Funding



No Surplus

100% of Surplus Credited to McDuffie County Board of Commissioners

\$2,041,905

\$1,957,439

\$202,988

\$84,466

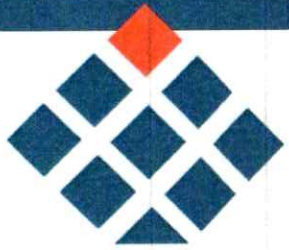
Savings at Expectec

Savings at Max



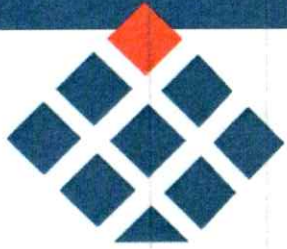
**CAPstone**  
BENEFITS CONSULTING LLC





# Benecon Potential Cash Advantage

	(a)	(b)	(b) - (a)	(c)	(d)	(b) - (c) + (d)	(f)	(g)	(h)
Claim Level	Net Claim Liability	Claim Fund	Potential Surplus	Other Fixed Costs & ACA Fees	Net Effective Cost	Historical Consortium Performance	Projected Fully Insured Premium	Potential Cash Advantage	
65%	770,393	1,303,742	533,349	653,697	1,424,090	Great	2,041,905	\$617,815	
70%	829,654	1,303,742	474,088	653,697	1,483,351	20%	2,041,905	\$558,554	
75%	888,915	1,303,742	414,827	653,697	1,542,612	Good 41%	2,041,905	\$499,293	
80%	948,176	1,303,742	355,566	653,697	1,601,873		2,041,905	\$440,032	
85%	1,007,437	1,303,742	296,305	653,697	1,661,134		2,041,905	\$380,771	
90%	1,066,698	1,303,742	237,044	653,697	1,720,395		2,041,905	\$321,510	
95%	1,125,959	1,303,742	177,783	653,697	1,779,656		2,041,905	\$262,249	
<b>100%</b>	<b>1,185,220</b>	<b>1,303,742</b>	<b>118,522</b>	<b>653,697</b>	<b>1,838,917</b>	<b>"Expected"</b>	<b>2,041,905</b>	<b>\$202,988</b>	
105%	1,244,481	1,303,742	59,261	653,697	1,898,178	13%	2,041,905	\$143,727	
<b>110%</b>	<b>1,303,742</b>	<b>1,303,742</b>	<b>0</b>	<b>653,697</b>	<b>1,957,439</b>	<b>Maximum</b>	<b>2,041,905</b>	<b>\$84,466</b>	
115%	1,363,003	1,303,742	0	653,697	1,957,439	26%	2,041,905	\$84,466	
120%	1,422,264	1,303,742	0	653,697	1,957,439		2,041,905	\$84,466	
125%	1,481,525	1,303,742	0	653,697	1,957,439		2,041,905	\$84,466	
130%	1,540,786	1,303,742	0	653,697	1,957,439		2,041,905	\$84,466	
135%	1,600,047	1,303,742	0	653,697	1,957,439		2,041,905	\$84,466	
140%	1,659,308	1,303,742	0	653,697	1,957,439		2,041,905	\$84,466	



# Discount Analysis – Aetna CPIX

					<b>Aetna Choice POS II</b>
State	3D Zip	EE's	Location	State Total	Anticipated Savings
GA	303	1	Atlanta	164	60.2%
GA	304	3	Statesboro / SE		58.2%
GA	306	8	Athens / NE		59.9%
GA	308	141	Augusta Area / Eastern		67.5%
GA	309	11	Augusta		65.9%
		<b>164</b>		<b>164</b>	<b>66.8%</b>

**\*Anticipated in-network savings are based on data received from the network, actual savings may vary due to different utilization patterns.**

**\*\*Meritain Health provides out-of-network cost management solutions to deliver industry leading savings and flexibility around out-of-network claims.**





# Geo Access

All Employees										
Employee		Provider	Access Results			Counts <sup>1</sup>			Average Distance	
Group	#	Group / Access Standard		#	%	#	P	L	1	2
All EEs	164	PCPs / 2 in 15 miles	With	164	100.0	887,114	310,335	174,102	2.4	3.1
		PCPs / 2 in 15 miles	W/o	0	0.0				--	--
		All Specialists / 2 in 15 miles	With	164	100.0	5,737,958	1,404,814	566,284	2.1	2.5
		All Specialists / 2 in 15 miles	W/o	0	0.0				--	--
		Hospitals / 1 in 20 miles	With	163	99.4	11,304	6,301	9,349	6.3	18.8
		Hospitals / 1 in 20 miles	W/o	1	0.6				21.9	23.5

Access Analysis

\_8 All Standard 2

Employee Group

All EEs

Provider Group

PCPs

All Specialists

Hospitals

<sup>1</sup> Provider counts represent:

#: Provider access points

P: Unique providers

L: Unique provider locations



# Benecon / Veris Arrangement

- Benecon/Veris = Level funding mechanism
  - “Premiums” are made up of three components:
    - Administrative costs
    - Stop Loss
    - Claims Fund
  
- \$75,000 specific deductible
- 110% Aggregate Corridor – Total claims exposure for McDuffie is expected (100%) plus 10%
- Any surplus at the end of the plan year will be credited back to McDuffie BOC





## The “Pros”

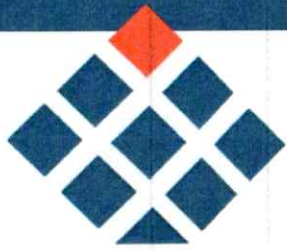
- ✓ Total flexibility and customization on plan designs
- ✓ Full transparency and insight into claims experience on a monthly basis
- ✓ Clinical pharmacy programs to mitigate high-cost drugs
- ✓ The potential to *win* during a good claims year, with protection on the bad years
- ✓ Access to Aetna’s most broad National network
- ✓ \$0 visits to CVS Minute Clinic
- ✓ TeleDoc included (with copay)
- ✓ Hinge Health included – virtual physical therapy
- ✓ Healthcare Bluebook included – give your employees and their dependents the power to shop providers and facilities



## The “Cons”

- ✓ Monthly billing process – two bills (one for stop loss fees, one for claims and admin)
- ✓ More compliance regulations
  - ✓ PCORI



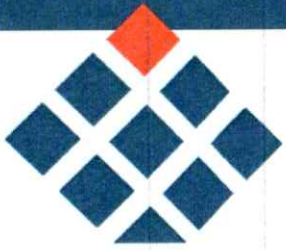


# Dental Marketing

Dental Benefits Summary	Humana	Humana	Equitable	Lincoln	Reliance Standard	MetLife		Principal	Mutual of Omaha Alt 1	
	Current	Renewal				Option 1	Option 2			
In Network Coinsurance	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	
Out of Network Coinsurance	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	
Calendar Year Deductible	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150	
Out of Network Claims	90th	90th	90th	90th	90th	90th	90th	90th	90th	
Annual Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
Periodontics & Endodontics	Major	Major	Major	Major	Major	Major	Major	Major	Basic	
Oral Surgery	Basic	Basic	Basic	Basic	Basic	Basic	Basic	Basic	Basic	
Rate Guarantee	-	-	2 yrs	2 yrs	1 yr	2 yr	2 yr	1 yr	1 yr	
Monthly Rates	Current	Renewal								
Employee Only	89	\$23.29	\$23.29	\$25.26	\$20.96	\$26.80	\$21.65	\$20.78	\$22.77	\$22.14
Employee + Spouse	23	\$46.60	\$46.60	\$50.55	\$41.94	\$53.64	\$43.31	\$41.56	\$45.56	\$44.25
Employee + Child(ren)	13	\$59.41	\$59.41	\$64.45	\$53.47	\$68.36	\$55.22	\$52.99	\$58.08	\$56.45
Employee + Family	17	\$82.73	\$82.73	\$89.74	\$74.46	\$95.16	\$76.89	\$73.79	\$80.88	\$78.58
Total Employees	142									
Annual Premium		\$63,880	\$63,880	\$69,291	\$57,492	\$73,504	\$59,376	\$56,983	\$62,453	\$60,695
\$ Change from Current		\$0	\$0	\$5,410	(\$6,388)	\$9,624	(\$4,505)	(\$6,897)	(\$1,427)	(\$3,185)
% Change from Current		0.0%	0.0%	8.5%	-10.0%	15.1%	-7.1%	-10.8%	-2.2%	-5.0%

*Include low-cost frequencies*

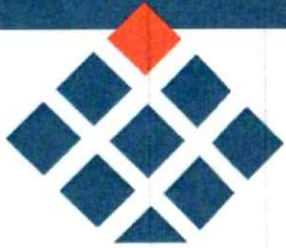
\*MetLife Option 2: Low-cost frequencies include but are limited to: cleanings and exams (1) every 6 months, crown posts (1) per tooth every 10 years, dentures (1) every 10 years



# Vision Marketing

		Humana	Humana	VSP	Spectera	EyeMed Reliance Standard		VSP	VSP	Mutual of Omaha
		Current	Renewal	Equitable	Lincoln	Option 1	Option 2	MetLife	Principal	
<b>Vision Benefits Summary</b>										
Vision Frequency		12/12/24	12/12/24	12/12/24	12/12/24	12/12/24	12/12/24	12/12/24	12/12/24	12/12/24
Co-Pay Exam/Materials		\$10/\$15	\$10/\$15	\$10/\$25	\$10/\$10	\$15/\$15	\$10/\$10	\$10/\$15	\$10/\$25	\$10/\$10
Frames Allowance		\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Contacts Allowance		\$130	\$130	\$130	\$125	\$130	\$130	\$130	\$130	\$130
Rate Guarantee		-	-	2 yrs	2 yrs	2 yrs	2 yrs	2 yrs	2 yrs	2 yrs
<b>Monthly Rates</b>		<b>Current</b>	<b>Renewal</b>							
Employee Only	88	\$5.97	\$5.97	\$5.67	\$7.66	\$5.88	\$6.20	\$5.77	\$5.95	\$5.67
Employee + Spouse	25	\$11.96	\$11.96	\$11.36	\$14.53	\$11.80	\$12.48	\$11.54	\$11.92	\$11.36
Employee + Child(ren)	14	\$12.82	\$12.82	\$12.18	\$17.05	\$12.64	\$13.36	\$12.37	\$12.78	\$12.17
Employee + Family	21	\$19.31	\$19.31	\$18.34	\$23.98	\$19.08	\$20.16	\$18.63	\$19.25	\$18.34
Total Employees	148									
Annual Premium		\$16,912	\$16,912	\$16,063	\$21,355	\$16,681	\$17,616	\$16,328	\$16,857	\$16,062
\$ Change from Current			\$0	(\$849)	\$4,443	(\$231)	\$704	(\$584)	(\$55)	(\$850)
% Change from Current			0.0%	-5.0%	26.3%	-1.4%	4.2%	-3.5%	-0.3%	-5.0%





# Basic Life / AD&D

Basic Life/AD&D Benefits Summary	Mutual of Omaha Current	Mutual of Omaha Renewal	Equitable	Lincoln	Reliance Standard	MetLife	Principal
Life/AD&D Benefit	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Guarantee Issue	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Conversion	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Portability	No	No	No	No	No	No	No
Age Reduction Schedule	35% at age 65; 60% at age 70; 75% at age 75	35% at age 65; 60% at age 70; 75% at age 75	35% at age 65; 60% at age 70; 75% at age 75	35% at age 65; 60% at age 70; 75% at age 75	35% at age 65; 60% at age 70; 75% at age 75	35% at age 65; 60% at age 70; 75% at age 75	35% at age 65; 50% at age 70
Rate Guarantee			2 yrs	2 yrs	2 yrs	2 yrs	2 yrs
<b>Monthly Rates per \$1,000</b>	<b>Current</b>	<b>Renewal</b>					
Life Rate	\$0.210	\$0.240	\$0.190	\$0.216	\$0.210	\$0.208	\$0.203
AD&D Rate	\$0.040	\$0.040	\$0.040	\$0.036	\$0.020	\$0.022	\$0.034
Total Life/AD&D Rate	\$0.250	\$0.280	\$0.230	\$0.252	\$0.230	\$0.230	\$0.237
Volume	\$8,845,000	\$8,845,000	\$8,845,000	\$8,845,000	\$8,845,000	\$8,845,000	\$9,110,000
Annual Premium	\$26,535	\$29,719	\$24,412	\$26,747	\$24,412	\$24,412	\$25,909
\$ Change from Current		\$3,184	(\$2,123)	\$212	(\$2,123)	(\$2,123)	
% Change from Current		12.0%	-8.0%	0.8%	-8.0%	-8.0%	
Basic Dependent Life		Spouse: \$5,000 Child: \$1,000 Rate Basis - Per Unit: \$0.70	Spouse: \$5,000 Child: \$1,000 Rate: \$0.70	Spouse: \$5,000 Child: \$1,000 Rate: \$0.63	Spouse: \$5,000 Child: \$1,000 Rate: \$2.32	Spouse: \$5,000 Child: \$1,000 Rate: \$2.442	Spouse: \$5,000 Child: \$1,000 Rate: \$2.72
Covered Employees		186	186	186	186	186	186

\*Mutual of Omaha will offer a flat renewal on Basic Life AD&D contingent on new lines being added

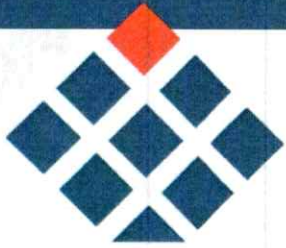


# Voluntary Life / AD&D

Voluntary Life/AD&D Summary	New	Equitable	Lincoln	Reliance Standard	MetLife	Principal	Mutual of Omaha
Employee Life/AD&D Benefit	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments
Employee Life/AD&D Max	Highest Available	5 times annual salary or \$500,000	5 times annual salary or \$500,000	\$500,000	5 times annual salary or \$500,000	\$500,000	5 times annual salary or \$500,000
Employee Guarantee Issue	Highest Available	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$100,000
Spouse Life/AD&D Max	Highest Available	\$250,000 not exceed 50% of employee amount	\$250,000 not exceed 50% of employee amount	\$250,000 not exceed 50% of employee amount	\$100,000 not exceed 50% of employee amount	\$200,000 not exceed 100% of employee amount	\$250,000 not exceed 100% of employee amount
Spouse Guarantee Issue	Highest Available	\$30,000	\$30,000	\$50,000	\$25,000	\$30,000	\$30,000
Child Life/AD&D Max	\$10,000	\$1,000 to \$10,000	\$10,000	\$10,000	\$1,000; \$2,000; \$4,000; \$5,000 or \$10,000	\$5,000 or \$10,000, not exceed 100% of employee amount	\$10,000
Child Guarantee Issue	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Age Reduction Schedule	35% at age 65; 50% at age 70	35% at age 65; 50% at age 70	35% at age 65; 50% at age 70	35% at age 65; 60% at age 70; 80% at age 75	No Age Reduction	35% at age 65; 50% at age 70	35% at age 65; 50% at age 70
Rate Guarantee		2 yrs	2 yrs	2 yrs	2 yrs	2 yrs	2 yrs
Life Monthly Rate per \$1,000 - Age		Equitable Employee/Spouse	Lincoln Employee/Spouse	Reliance Standard Employee/Spouse	MetLife Employee/Spouse	Principal Employee/Spouse	Mutual of Omaha Employee/Spouse
< 24		\$0.091	\$0.077 / \$0.172	\$0.100 / \$0.090	\$0.083	\$0.100	\$0.070
25 - 29		\$0.074	\$0.092 / \$0.208	\$0.090 / \$0.080	\$0.083	\$0.100	\$0.070
30 - 34		\$0.082	\$0.123 / \$0.275	\$0.100 / \$0.090	\$0.092	\$0.113	\$0.090
35 - 39		\$0.112	\$0.138 / \$0.310	\$0.120 / \$0.110	\$0.123	\$0.170	\$0.130
40 - 44		\$0.166	\$0.154 / \$0.345	\$0.170 / \$0.150	\$0.177	\$0.263	\$0.190
45 - 49		\$0.258	\$0.230 / \$0.517	\$0.260 / \$0.240	\$0.244	\$0.420	\$0.330
50 - 54		\$0.399	\$0.352 / \$0.792	\$0.420 / \$0.370	\$0.394	\$0.672	\$0.550
55 - 59		\$0.623	\$0.659 / \$1.481	\$0.660 / \$0.550	\$0.604	\$1.043	\$0.860
60 - 64		\$0.895	\$1.012 / \$2.274	\$0.900 / \$0.800	\$0.860	\$1.596	\$1.340
65 - 69		\$1.425	\$1.946 / \$4.375	\$1.400 / \$1.200	\$1.378	\$2.628	\$2.400
70 - 74		\$2.716	\$3.156 / \$7.096	\$3.260 / \$2.720	\$2.213	\$4.491	\$4.290
75 - 79		\$5.809	\$3.156 / \$7.096	\$8.160 / \$5.920	\$2.213	\$4.491	\$7.080
80 - 84		\$12.918	\$3.156 / \$7.096	\$18.160 / \$10.440	\$2.213	\$4.491	\$14.350
85 - 89		\$12.918	\$3.156 / \$7.096	\$51.470 / \$20.340	\$2.213	\$4.491	\$14.350
90 - 94		\$12.918	\$3.156 / \$7.096	\$160.180 / \$35.960	\$2.213	\$4.491	\$14.350
95 - 99		\$12.918	\$3.156 / \$7.096	\$172.420 / \$59.760	\$2.213	\$4.491	\$14.350
Child(ren)		\$0.112	\$0.210	\$0.360	\$0.240	\$0.200	\$0.110
AD&D Monthly Rate per \$1,000							
Employee/Spouse		\$0.025	\$0.027   \$0.063	\$0.050	\$0.020	\$0.031	\$0.040
Child(ren)		\$0.025		\$0.060	\$0.051		\$0.040







## Next Steps

- ✓ Final decisions from McDuffie
- ✓ Employer implementation paperwork
- ✓ Open Enrollment
  - ✓ Onsite meeting schedule
  - ✓ Employee Navigator window
  - ✓ OE booklets

OFFICE OF THE GOVERNOR  
 CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia

SUBGRANT AWARD

SUBGRANTEE: McDuffie County Board of Commissioners

IMPLEMENTING

AGENCY: McDuffie County

PROJECT NAME: Adult Felony Drug Courts

SUBGRANT NUMBER: J24-8-046

FEDERAL FUNDS: \$ 145,554

MATCHING FUNDS: \$ 19,848

TOTAL FUNDS: \$ 165,402

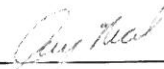
GRANT PERIOD: 07/01/23-06/30/24

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2023.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

  
 Jay Neal, Director  
 Criminal Justice Coordinating Council

Date Executed: 07/01/23

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

\_\_\_\_\_  
 Typed Name & Title of Authorized Official

58-6002987-005

\_\_\_\_\_  
 Employer Tax Identification Number (EIN)

\*\*\*\*\*

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/23	9		**	J24-8-046
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Adult Felony Drug Courts	624.41	\$ 145,554





CRIMINAL JUSTICE COORDINATING COUNCIL  
State of Georgia – Accountability Courts

FY24 SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the Subgrant Adjustment Request, and only the costs of approved under the Subgrant Award.  
Initials \_\_\_\_\_
2. The subgrantee must submit Subgrant Adjustment Request request is accompanied by a detailed project budget that is approved by the Council of Accountability Court Judges (CACJ) Funding Committee process and enables the CJCC to initiate the grant. The request must be officially approved, until the subgrantee receives a written order from the Council. All project costs and project activities must be included in the implementation plan unless subsequent revisions are approved by the Council.  
Initials \_\_\_\_\_
3. The subgrantee must submit subsequent Subgrant Adjustment Request and implementation plan prior to any substantial changes, budgetary, and subgrant period.  
Initials \_\_\_\_\_
4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.  
Initials \_\_\_\_\_
5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.  
Initials \_\_\_\_\_
6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1<sup>st</sup> and 2<sup>nd</sup> quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.  
Initials \_\_\_\_\_
7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports (SERs) are due 15 days after the end of the reporting period. SERs may be submitted monthly. SER submissions must be accurate and complete. Subgrantees should not submit incomplete SERs. Incomplete SERs will be considered late, and a 10% penalty will be assessed after expiration of a 10-day grace period. A failure to follow SER procedures outlined in these conditions and in the CACL Rules may subject a court to rescission of a grant award as outlined in Article 4 of the Rules.  
Initials \_\_\_\_\_
8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.  
Initials \_\_\_\_\_
9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the proscribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other.

Initial each item





subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials \_\_\_\_\_

- 10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials \_\_\_\_\_

- 11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into an agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials \_\_\_\_\_

- 12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.

Initials \_\_\_\_\_

- 13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the Evidence-Based Training MOU upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials \_\_\_\_\_

- 14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs.

Initials \_\_\_\_\_

- 15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by a CACJ treatment team staff member. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit and shall adhere to the policies and procedures outlined in the Model Fidelity Handbook for Evidence-Based Programs

Initials \_\_\_\_\_

- 16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified evidence-based facilitators; submit an evidence-based MOU for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.

Initials \_\_\_\_\_

- 17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.

Initials \_\_\_\_\_





18. All subgrantee programs are subject to the jurisdiction of the Funding Committee of the CACJ by their acceptance a CACJ-awarded grant. Failure to comply with any of the special conditions contained within this document, by the authorized official, project officials, agents, and/or employees of this grant, will subject the program to the enforcement procedures outlined in Article 4 of CACJ Rules.

Initials \_\_\_\_\_

19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

Initials \_\_\_\_\_

20. Medication-Assisted Treatment (MAT) is the use of medications in combination with counseling and behavioral therapies and is an effective treatment for substance use disorders (SUD), including opioid use disorders (OUD). The Americans with Disabilities Act (ADA) protects persons with OUD and SUD from discrimination for using lawfully prescribed medication. Subgrantees agree not to prohibit a program participant from accessing MAT services or from using lawfully prescribed MAT medication. This condition only applies to adult program participants.

Initials \_\_\_\_\_

21. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in a referral to Section VIII of Article 4 of the Rules governing recission of grant awards after violations of special conditions or a referral under Article 8 governing compliance with the Rules, state standards, and Georgia law.

Initials \_\_\_\_\_

22. The grantee acknowledges that funds provided under this grant award are state-appropriated funds and may not be accessible after the end of the grant period. The final reimbursement request under this award must be received by CJCC no later than July 15, 2024. In addition, if the grantee has not received payments for any prior reimbursements, the grantee must notify CJCC by June 15, 2024 or risk losing access to those funds.

Initials \_\_\_\_\_

23. All services must be rendered to the Court before payment is made. If it is found that a Court/County made an advance payment, those funds may be required to be repaid to CJCC.

Initials \_\_\_\_\_

24. Subgrantees must comply with the training attendance requirements as determined by the Council of Accountability Court Judges and as required by Article 10 of the CACJ Rules. Attendees will be informed of additional training attendance requirements during the training registration process for each training. CACJ expects that everyone who registers for training will be able to attend that training. To be good stewards of state funds, attendees must cancel training reservations as soon as a conflict, illness, or other circumstance arises that prevents them from attending the training. It is understood by CACJ that emergency situations occur. Emergency situations are considered the exception but not the rule. If these requirements are not met, any expenses incurred by CACJ may be de-obligated from the subgrantee in the form of a fee or other penalty. Funds de-obligated due to noncompliance with a training requirement will be retained by CACJ to be managed by the CACJ Funding Committee.

Initials \_\_\_\_\_

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

\_\_\_\_\_  
Authorized Official Signature Date

\_\_\_\_\_  
Print Authorized Official Name Title



**SERVICES AGREEMENT FOR INDIVIDUAL**

**THIS AGREEMENT** is effective as of this 1st day of July, 2023, by and between **MCDUFFIE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the McDuffie County Board of Commissioners ("County"), and Judy H. Talkington, ("Contractor"), collectively referred to as the "Parties"

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain a Contractor to provide certain services generally described as Drug Court Services (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement;

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES AND TERMINATION DATE**

**A. Project Description**

The Project is described as Drug Court Services.

**B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the following:

[SEE ATTACHED SCOPE OF WORK].

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the McDuffie County Board of Commissioners.

**C. Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond June 30, 2024. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

**II. WORK CHANGES**

**A.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

**B.** Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

**C.** The Director of the Drug Court, or his/her designee, has authority to execute without further action of the McDuffie County Board of Commissioners, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$500 must be approved by resolution of the McDuffie County Board of Commissioners.

**III. COMPENSATION AND METHOD OF PAYMENT**

**A.** County agrees to pay the Contractor \$29.84 per hour for services rendered and may reimburse contractor for health and related insurance charges, subject to approval of and availability of grant or other funds. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

**B.** The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through McDuffie County within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

**IV. COVENANTS OF CONTRACTOR**

**A. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

**B. County's Reliance on the Work**

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears no responsibility for Contractor's services performed under this Agreement.



**C. Contractor's Representative**

NOT APPLICABLE shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

**D. Assignment of Agreement**

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

**E. Responsibility of Contractor and Indemnification of County**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

**F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

**G. Insurance**

(1) Requirements:

It is understood that Contractor does not hold minimum insurance requirements as required by the County. However, Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that Contractor uses in relation to the Work.

**H. Records, Reports**

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

**I. Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the McDuffie County Human Resources Policies.

**J. Confidentiality**

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

**K. Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The contractor further covenants to notify the County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

**L. Authority to Contract**

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

**B. County's Representative**

The TOOMBS JUDICIAL CIRCUIT ADULT FELONY DRUG COURT shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

**VI. TERMINATION**

**A.** The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor within thirty (30) days of submitted invoice.

**B.** Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**C.** Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

**D.** The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**VII. NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

**VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

**X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

**XI. CAPTIONS AND SEVERABILITY**

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

**XII. NOTICES**

**A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between the TOOMBS JUDICIAL CIRCUIT ADULT FELONY DRUG COURT for the County and the Contractor.

**B. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Chairman  
McDuffie County Board of Commissioners  
210 Railroad Street  
Thomson, GA 30824

NOTICE TO THE CONTRACTOR shall be sent to:

Judy Talkington  
1914 Mattox Creek Drive  
Thomson, GA 30824

**XIII. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**XIV. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**XV. FORCE MAJEURE**

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

**CONTRACTOR:**

**MCDUFFIE COUNTY**

Judy H. Talkington

\_\_\_\_\_

Printed Name: Judy H. Talkington

Title: \_\_\_\_\_

**SIGNED, SEALED, AND DELIVERED**  
in the presence of:

**SIGNED, SEALED, AND DELIVERED**  
in the presence of:

Ben Parker

\_\_\_\_\_

Witness

Witness

Angel Lamb

\_\_\_\_\_

Notary Public

Notary Public

[NOTARY SEAL]

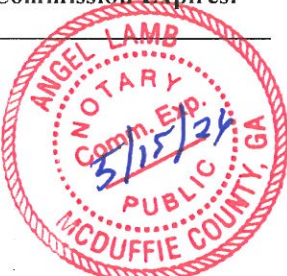
[NOTARY SEAL]

My Commission Expires:

My Commission Expires:

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## Drug Court Coordinator Scope of Work

### Purpose of Job

The purpose of this job is to assist the Judge in planning, coordinating and carrying out judicial administrative matters for the drug court; it is also responsible for acting as liaison with other judicial offices and interrelated offices within the county and across the State of Georgia. Duties and responsibilities include, but are not limited to, coordinating and supervising the work of the support staff; coordinating the day-to-day operations of the drug court and performing additional tasks as assigned by the Judge.

### Essential Duties and Responsibilities

**The following duties are required for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

- Directs and conducts initial assessment of participants referred to the Drug Court program.
- Supervises staff assessment responsibilities and treatment planning.
- Develops and maintains network of referral and community relations, related to treatment and the Criminal Justice System.
- Attends and participates in bi-weekly Drug Court. Conducts intake procedure for all participants.
- Supervises criminal justice interns and others as needed.
- Responsible for developing, monitoring, maintaining, and upgrading all computer and technology systems for the drug court. Also responsible for developing statistical procedures and tracking data systems for internal and external reporting.
- Schedules and coordinates court appearances for status conferences, orientation and assessment.
- Serves as liaison between the Judge and other departments, elected officials, courts, law enforcement agencies, attorneys, and the public to ensure efficiency for the Drug Court program.
- Prepares the annual budget as well as periodic review for grant for Drug court program.
- Maintains all personnel records and leave status information for Drug Court programs.
- Processes incoming mail, initiates and answers correspondence as necessary, types and files correspondence and all administrative documents.
- Assists subordinate personnel on unusual, complex, or difficult legal situations.
- Performs other related duties as required.

**Court Administration:** Participates in the Drug Court session, providing appropriate information to the Drug Court Judge and Team. Participates in Drug Court Status Review meetings, providing spreadsheet or report on all participants on his/her caseload with updated information to allow effective Court processing of participants. May be required to conduct alcohol and drug assessments and make placement recommendations.

**Office Management:** Must be able to type, maintain files relevant to case management, maintain up-to-date participant records and referral lists and be able to utilize computer systems relevant to this process. Establishes and maintains a file plan that aids in efficient retrieval of office files. Researches data from files and other sources for routine inquiries or for the preparation of reports.

**Fiscal Administration:** Responsible for oversight of participant fees, grant funds and any local funding allocated to the program.

**Case Management:** Responsible for the maintenance of participant records and all data entry.

**Community Relations and Public Information:** Is involved in community education process as assigned. Participates in Advisory Team meetings. Assists in outreach and fundraising efforts.

### **Knowledge, Skills and Abilities**

Has general knowledge of the principles, practices and procedures of the Drug Court. Has general knowledge of Georgia law and government policies, court procedures, management practices, policies and procedures as necessary in the completion of daily responsibilities. Is able to develop and administer policies, procedures, plans and activities against measured established goals. Is able to develop and implement long-term goals for the Drug Court in order to promote effectiveness and efficiency. Has general knowledge of all applicable laws, ordinances, policies, standards and regulations pertaining to the specific duties and responsibilities of the job. Has knowledge of addiction, alcoholism, pharmacology and cultural issues. Knows how to keep abreast of any changes in policy, methods, operations, budgetary and equipment needs, etc. as they pertain to departmental operations and activities. Is able to effectively communicate and interact with subordinates, management, employees, members of the general public and all other groups involved in the activities of the Drug Court. Is able to assemble information and make written reports and documents in a concise, clear and effective manner. Has good organizational, management, human relations, and technical skills. Is able to use independent judgment and discretion in managing subordinates including the handling of emergency situations, determining and deciding upon procedures to be implemented, setting priorities, maintaining standards, and resolving problems. Has the ability to comprehend, interpret, and apply regulations, procedures, and related information. Is able to comprehend laws and apply regulations and procedures of the department. Has a good working knowledge of legal data including motions, orders, warrants, etc., and procedures and methods as required in the performance of duties. Is knowledgeable and proficient with computers. Is able to read, understand and interpret personnel and financial reports and related materials. Requires skill and proficiency in the use of software packages for word processing, spreadsheets, graphics, and electronic mail programs. Requires skill in the use of office equipment, such as computers, fax machines, calculators, copiers, printers, etc.

**Supervisory Controls:** Incumbent must perform duties without extensive supervision.

**Guidelines:** Written guidelines include relevant department operating procedure manuals, and/or policy memorandum, O.C.G.A., and any state standards or requirements for drug courts. Most of the guidelines are specific, but require some interpretation and application to individual situations.

**Complexity:** The work ranges from low/medium level of tasks to providing complex, extensive and professional work. In addition, the work of this position involves the need for a high degree of time management skills.

**Scope and Effect:** The purpose of the work is to help facilitate effective treatment to offenders that will lessen recidivism and promote social success. Successful implementation of the work results in the generation of less law enforcement contacts with program participants and less monetary costs to the Judicial System.

**Personal Contacts:** Contacts are typically with coworkers, staffs of superior court judges, district attorney, probation services, treatment providers, county agencies, and the general public

**Purpose of Contacts:** Contacts are typically to obtain, clarify, or give facts and to provide services.

**Physical Demands:** Although the physical demands are not stringent, incumbent must be capable of receiving and delivering supplies to the office.

**Work Environment:** Work is primarily performed in an office setting, though there will be time spent in court and in the community.

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is effective as of this \_\_1st\_\_ day of \_\_July\_\_\_\_\_, 20\_\_23\_\_, by and between **MCDUFFIE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the McDuffie County Board of Commissioners ("County"), and **SECOND CHANCE COUNSELING SERVICES, LLC** ("Contractor"), collectively referred to as the "Parties".

### WITNESSETH THAT:

**WHEREAS**, the County and the Toombs Judicial Circuit desire to retain a Contractor to provide certain services generally described as Drug Court Services (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement;

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

### I. SCOPE OF SERVICES AND TERMINATION DATE

#### A. Project Description

The Project is described as Drug Court Services.

#### B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred by the Toombs Judicial Circuit Adult Felony Drug Court (referred to herein as "Drug Court" or "Court") to the Contractor:

- A. Individualized Clinical Assessments/Evaluations. The Contractor shall administer a court-approved clinical assessment to each adult offender referred by the Drug Court **on an as-needed basis**. At a minimum, the assessment shall include a bio-psychosocial assessment and a face-to-face interview. Types of information obtained through the assessment would include, but not be limited to:
1. Alcohol and other drug use history
  2. Mental health history
  3. Physical health history
  4. Education
  5. Emotional/health barriers
  6. Employment
  7. Family dynamics



8. Housing
9. Physical health/nutrition
10. Spirituality
11. Social support systems
12. Transportation
13. Treatment history
14. Criminal history
15. Special population needs
  - a. Based on drug of choice
  - b. Co-existing disorders
  - c. Gender, ethnic, and cultural considerations
  - d. Other health issues (e.g., HIV and Hepatitis C)
  - e. Sexual orientation
  - f. Domestic violence
  - g. Sexual abuse
16. All assessment summaries must include a diagnostic impression, recommendation and justification for referral into Drug Court Services that is signed by a Certified Addictions Counselor Level II or equivalent.

B. Treatment Plan. As part of the clinical intake process, the Contractor shall develop a participant-specific treatment plan (inclusive of relapse prevention methods, the "Treatment Plan") with measurable goals and objectives and provide the plan to the designated Drug Court's liaison.

1. A copy of the Treatment Plan for each client must be provided within the first two (2) weeks of their counseling outlining the short and long-term goals the client will work on over the full treatment period.
2. All progress notes must reflect how the client is working towards their goal completion.
3. Monthly progress summaries must show how clients are progressing toward their goals and the Treatment Provider's overall impression of how they believe the client is progressing in treatment and meeting their goals.
4. Complete documentation of the overall treatment regimen and curricula being used to progress a client through the phases of their program (i.e. Phase I, II, III) including goals, milestones, etc. that clients must demonstrate before being recommended to change phases.

C. Intensive Outpatient Treatment. The Contractor shall offer all participants a clinically sound, highly structured multi-phase alcohol and drug treatment program consisting of a court-approved treatment curriculum. Both parties acknowledge that the treatment curriculum is subject to change upon the discussion and agreement of the parties and must adhere to any state treatment standards for such services.

1. Content of Individual/Group Treatment Sessions. Individual and Group treatment sessions shall consist of education/skill building and therapy. The sessions shall address addiction, relapse prevention planning, criminogenic thinking errors, life skills, anger management, parenting, bereavement, sexual relationships, gender specific, health/medical, personal safety planning, and other clinically relevant treatment issues.

2. Structure of Group Sessions. All treatment/education programs may be open-ended; however, a procedure should be established to orient new group members to the open-ended treatment group.
3. Time of delivery of treatment services. Treatment will be offered in the evening and/or on the weekends and/or during any times amenable to the Contractor's schedule. Participants will be required to work cooperatively with the Contractor to schedule individual sessions, if any. The Contractor may (at times not specified herein) be asked to assist with emergency/crisis management services and/or drug screening.
4. Family. The Contractor may upon his/her discretion discuss matters with participant's family members only upon proper execution of consent/release documents by the participant.
5. Outsourcing; Residential; Psychological and Psychiatric Services. The Contractor will assist with referral of participants who need residential treatment and/or outsourced/additional treatment. The Contractor will assist with referral of participants with suspected psychological or psychiatric issues to a treatment referral source and will communicate such suspected issues to the Drug Court or its designated liaison including plan of action related to referral needed.
6. Number of Participants. The Drug Court makes no assurances as to any minimum number of participants to be referred to the Contractor.

D. Case Management Services. The Contractor shall provide the following services:

1. Referrals. Case management referrals (for ancillary community services) shall be provided to the Drug Court's liaison or Drug Court Case Manager as appropriate. Referrals include, but are not limited to housing, transportation, and/or employment issues presented during treatment sessions. Such referrals shall be included in the scope of the counseling services provided under this agreement.
2. Case Manager. In the event that the Contractor provides the services of a Case Manager, such services must adhere to the attached Exhibit "C," "Case Manager Scope of Work," incorporated herein by reference. The Contractor reserves the right to select the person(s) performing the duties but any such person(s) must be approved by the Drug Court. The Contractor shall devote the appropriate amount of time as is necessary to ensure that the services are provided to the covered participants. The scope and minimum amount of time provided must be approved by the Drug Court.
3. Documentation. Copies of all client-related documents, such as community service forms, drug testing forms and other documentation provided by participants must be provided to the Drug Court office weekly.

E. Additional specifications. RESERVED

- F. Educational Training & Presentations. In addition to the above treatment services, the Contractor shall be available (at a mutually agreeable time) to present regular educational sessions to the Drug Court Team and/or other Court-approved individuals

concerning topics related to addiction and/or Drug Court issues of concern on an as-needed basis. Subject to the approval and availability of funds, the Drug Court may also request that the Contractor attend educational or training sessions on related topics.

G. Communication. The Contractor shall utilize the Drug Court's liaison as the Centralized Clearinghouse of Information/Communications.

- a. The Contractor shall deliver weekly written treatment reports to the Drug Court's liaison.
  1. Treatment reports shall consist of general details as to the participants who received treatment and/or case management for the week, their compliance and/or non-compliance with treatment or case management, and their treatment status. A reporting form or process will be provided by the Drug Court.
  2. The Contractor is expected to maintain a confidential notes system (that is not shared with the Drug Court unless requested and/or such sharing is deemed necessary by the Contractor) of relevant information shared by participants to Contractor during treatment or case management sessions – in accordance with recognized treatment protocols.
- b. The Contractor shall meet weekly (and/or at such dates/times deemed necessary by the Drug Court's liaison and/or Contractor) with the Drug Court's liaison so that there may be a "briefing" (or information gathering session) as to the participants who received (and/or are to receive) treatment services for that week.
- c. In the event that the Contractor determines that a participant needs case management/ancillary services, the Contractor shall provide case management referrals for ancillary services to the participant with notification given to the Drug Court's liaison.
- d. The Contractor shall review all relevant information maintained by the Drug Court's liaison (and/or posted in a designated information posting site/location) which may be relevant to treatment, such as changes in address, medication(s), health, drug screens, etc.
- e. The Contractor's Case Manager, counselor or other knowledgeable representative shall attend Drug Court "staffing" sessions and/or participant court reviews.

H. Emergency/Call Status: The Contractor shall assure for after-hours (inclusive of weekend) emergency treatment services/assistance to participants on an on-call basis. An on-call calendar shall be developed and distributed by the Drug Court Liaison after consultation with the Contractor. The Contractor shall only bill for actual occurrences, whereby treatment and/or assistance is provided/rendered. The Contractor shall exercise his/her professional discretion as to how to resolve the emergency and shall report the incident to the Drug Court Liaison no later than the following business day.



- I. Trainings and Court Sessions: The Contractor will not charge the Drug Court for attendance of its personnel at any court-sanctioned trainings, conferences, programs or court sessions. Such attendance is covered by the overall scope of services of treatment.

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the McDuffie County Board of Commissioners.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond McDuffie County's fiscal year. This contract may be renewed by the parties for up to three (3) additional one year periods. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

## II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The Drug Court Coordinator, or his/her designee, has authority to execute without further action of the McDuffie County Board of Commissioners, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$500 must be approved by resolution of the McDuffie County Board of Commissioners.

## III. COMPENSATION AND METHOD OF PAYMENT

A. Treatment Services. The Contractor shall be compensated \$120 per month per participant for treatment services. Compensation regarding Participants joining the program after the 1<sup>st</sup> of the month or who have been suspended from treatment will be prorated per methodology agreed to by the parties.

B. Evaluations/Assessments. The Contractor shall be compensated a one-time flat rate of \$120 per participant for conducting substance abuse/mental health evaluations/assessments and drafting the resulting Treatment Plans of those evaluated/assessed who are not covered by

Medicaid, Medicare, or State Contracted services. In the event that the participant has another payor source, there will be no cost to the County for these evaluations.

**C. Case Management.** To the extent possible, Contractor shall provide case management services and other Community Support Services that can be charged to the State of Georgia on a fee-for-service basis or to a participant's private insurance.

**D. After-Care Counseling.** Subject to available funding, Contractor shall be compensated for conducting individual counseling sessions at a rate of \$75 per session to those individuals who have successfully completed the program and are in need for continued support through individual counseling services.

**E. Community Support Meetings.** Subject to available funding, Contractor shall be compensated at a rate of \$100 per meeting for providing a meeting location to conduct weekly meetings for the participants to develop a support system as a component for after care services.

**F. GED Preparation/Financial Planning.** Subject to available funding, Contractor shall be compensated at a rate of \$50 per hour for providing a location for the participants to work towards and achieve life goals.

**E. Invoices & Payments.** Backup information and documentation for all invoices must be provided. The Contractor must submit invoices to the Drug Court's liaison by the 5<sup>th</sup> of each month for all services performed for the previous month. All services provided must be clearly described. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the McDuffie County Purchasing Department within ten (10) working days from the date of final execution of this Agreement. Payments will not be hand delivered.

#### IV. COVENANTS OF CONTRACTOR

##### A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

##### B. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears no responsibility for Contractor's services performed under this Agreement.

##### C. Contractor's Representative

Mr. Charles Jones, or his designee, shall be authorized to act on Contractor's behalf with respect to the coordination of Work as Contractor's designated representative.

##### D. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

##### E. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

##### F. Independent Contractor



Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

**G. Insurance**

(1) Requirements:

Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that is used in relation to the Work. Contractor also agrees to maintain, at a minimum, insurance coverages as shown on the insurance certificate(s) attached hereto as Exhibit "A."

**H. Records, Reports**

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

**I. Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the applicable Code of Ethics.

**J. Confidentiality**

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity, other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the Drug Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: *Federal Confidentiality Laws and How they Affect Mental Health/Drug Court Practitioners*, National Mental Health/Drug Court Institute (1999).
- (4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing and medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as

well as educating participants about the confidentiality of group/individual treatment sessions.

- (7) The Contractor shall maintain confidentiality of Drug Court participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

**K. Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor further covenants to notify the County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

The Contractor must have, or be in the process of obtaining under clinical supervision, a professional counseling certification or similar training related to alcohol and substance abuse and insurance. Such certification (or training) and insurance must be maintained during the duration of the contract period. Such training must meet that *Treatment Standards* as established and/or updated by the Council of Accountability Court Judges, incorporated herein by reference as Exhibit "D".

If a provider in the employ of the Contractor is in the process of obtaining certification, he/she shall be responsible for maintaining requisite supervision by a licensed individual. Said supervisor shall be approved by the Drug Court's liaison and there shall be a confidentiality agreement between the Contractor and the supervisor.

The Contractor shall comply with all laws of the State of Georgia and United States, as well as treatment and social work and/or professional counseling ethical standards and shall maintain requisite certifications, licensures, and insurance necessary for delivery of services described herein and subject to the Drug Court's approval.

**L. Key Personnel**

All of the individuals identified in Exhibit "B" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "B", without prior written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

**M. Authority to Contract**



The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

### B. County's Representative

The Drug Court Coordinator shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

## VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor within thirty (30) days of submitted invoice.

B. Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

D. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of

both Parties with appropriate authorization.

## **IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

## **X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

## **XI. CAPTIONS AND SEVERABILITY**

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

## **XII. NOTICES**

### **A. Communications Relating to Daily Activities**

All official communications relating to the day-to-day activities of the Work shall be exchanged between the Drug Court Coordinator for the County and the Contractor's Representative for the Contractor.

### **B. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

Chairman  
McDuffie County Board of Commissioners  
210 Railroad Street  
Thomson, Georgia 30824

**NOTICE TO THE CONTRACTOR** shall be sent to:

Mr. Charles Jones  
Second Chance Counseling Services, LLC  
322 Hospital Drive  
Thomson, Georgia 30824

## **XIII. WAIVER OF AGREEMENT**

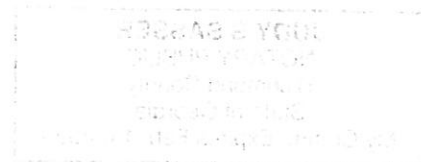
The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

#### **XIV. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

#### **XV. FORCE MAJEURE**

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.





IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

**CONTRACTOR:**

Charles E Jones LAC MAC  
Print Name: Charles E Jones LAC MAC  
Date: June 2, 2023

**MCDUFFIE COUNTY:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

[Signature]

Witness  
Judy S. Sasser  
Notary Public

SIGNED, SEALED, AND DELIVERED  
in the presence of:

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

[NOTARY SEAL]

[NOTARY SEAL]

**My Commission Expires:**

02/14/2025

**My Commission Expires:**

\_\_\_\_\_

**JUDY S SASSER**  
NOTARY PUBLIC  
Richmond County  
State of Georgia  
My Comm. Expires Feb. 14, 2025

**EXHIBIT "A" – Insurance**

**EXHIBIT “B” – Key Personnel**

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful prosecution of the Work:

<u>Individual</u>	<u>Position</u>
Charles E. Jones, LPC, MAC	Treatment Provider
Jameka Aiken	Counselor
Anquavese Jones Jenkins, MSW	Counselor



## EXHIBIT “C” – Case Manager Scope of Work

### Purpose of Job

The purpose of this job is to provide case management and limited individual counseling services for participants in the Toombs Judicial Circuit Adult Felony Drug Court. Duties and responsibilities include but are not limited to the linkage and provision of ancillary social and community services to participants and follow-up individualized counseling assistance and performing additional tasks as assigned.

### Essential Duties and Responsibilities

**The following duties are required for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

Prepare weekly summaries regarding each participant’s progress in following through on case management services offered is provided to the Drug Court team.

Attend all required trainings for the Court as well as weekly team planning meetings and Court sessions.

Meet regularly with all participants under the Case Manager’s care subject to specified minimum contacts.

Assure that the Court is well informed and that services remain uninterrupted if staff is unavailable.

Primary case management duties include, but are not limited to:

Contact with participants at minimums set forth by phases or as directed by the court for a check-in and status review.

Assist in the collection and maintenance of relevant participant data and demographic information. Such information may include history of compliance, referrals for other services, drug testing results, etc.

Linkage and follow-up to ancillary support services for participants in an effort to coordinate the utilization of community-based services such as health and mental health services, victims’ services, disability housing, entitlements, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for recovery.

Discharge planning and after-care follow-up.

Conduct rehabilitative sessions and skill groups with participants as needed.

Perform administrative work such as data entry, filing, answering phones, copying, correspondence, etc.

Performs other related duties as required.

### Knowledge, Skills and Abilities

Knowledge of the policies, procedures, and activities of the Drug Court as they pertain to the performance of duties relating to the position. Knowledge of the terminology used within the Drug Court and related case management standards, protocol, procedures. Knowledge of filing systems, and various word processing, spreadsheet and database software. Ability to compile, organize, and maintain an assortment of records, reports and information in an effective manner and according to Drug Court and/or governmental regulations. Ability to communicate effectively with supervisors and other staff members. Ability to utilize and understand computer applications and techniques as necessary in the completion of daily assignments.

**Minimum Training and Experience Required to Perform Essential Job Functions**

Bachelor's degree in social work, psychology or related field. Licensure and/or certification in one or more counseling, addiction or social work fields; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position.

**Cost for Case Management Services will be based on the number of participants in the Drug Court Program as follows:**

<b>0-5 Participants:</b>	<b>\$1,000 per month</b>
<b>6-10 Participants:</b>	<b>\$1,500 per month</b>
<b>11-15 Participants:</b>	<b>\$1,750 per month</b>
<b>16-20 Participants:</b>	<b>\$2,000 per month</b>
<b>21-25 Participants:</b>	<b>\$2,250 per month</b>

\*\*\*\*\*

**CONTRACTOR:**

Charles E Jones

Print Name: Charles E Jones

Date: June 2, 2023

**McDUFFIE COUNTY:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**THOMSON MCDUFFIE COUNTY AND COLUMBIA COUNTY, GEORGIA  
MUTUAL AID AND AUTOMATIC AGREEMENT**

This AGREEMENT, made as of June 6, 2023 by and between **Thomson McDuffie County**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Thomson McDuffie County") and **COLUMBIA COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter "Columbia County"). Thomson McDuffie County and Columbia County are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, Thomson McDuffie County and Columbia County have certain contiguous boundaries; and

**WHEREAS**, Thomson McDuffie County and Columbia County each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies; and

**WHEREAS**, Thomson McDuffie County and Columbia County have determined that it is to the mutual advantage and benefit of each Party that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies to the other Party in the event of a fire or other local emergency, and that the Parties take part in joint training exercises, and

**WHEREAS**, it is the desire of the Parties to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

**1. MUTUAL AID:**

- a) The generally available level of mutual aid shall be as agreed upon by Thomson McDuffie County Fire Chief (the "Thomson McDuffie Fire Chief") and the Columbia County Fire Rescue Chief (the Columbia County Fire Chief"). The party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency.
- b) Aid actually furnished may be recalled at the discretion of the Thomson McDuffie Fire Chief or the Columbia County Fire Chief as the case may be or by the designee of the Fire Chief of the Party furnishing the aid.
- c) The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Thomson McDuffie Fire Chief and the Columbia County Fire Chief.

**2. AUTOMATIC AID:**

- a) The Parties agree to establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Thomson McDuffie Fire Chief, the Columbia County Fire Chief, the Thomson McDuffie County Board of Commissioners and the Columbia County Board of Commissioners.
- b) In the event a fire, rescue, disturbance, or other fire rescue related emergency occurs within the specific boundary limits established by the Parties, Columbia County shall furnish such fire suppression, protection, prevention rescue and emergency medical assistance and response to other local emergencies as may be reasonably required to combat such emergency as part of the first automatic aid response assignment, subject to the limitations set forth in this Agreement.

The initial limits of the "Response District" are outlined below:





## **DUAL RESPONSE AREA:**

### **1. Dual Response Area - Geographic Limits:**

This Agreement shall apply to all incidents structure fires in residential, commercial, recreational and rural properties, reported hazardous materials incidents where the first response is provided by a local fire department. This Agreement applies to Emergency Incidents received by the Columbia County Communications Center for addresses or occupancies within the Thomson McDuffie County Fire District, and more specifically for addresses located within the boundaries defined by:

Thomson McDuffie County: Beginning Point Harlem Wrens Rd. to Radford Gay Rd. Continuing up Radford Gay to Old White Oak Rd. back to County Line Rd. Continuing on County Line Rd. to Howard Rd. Howard Rd. to Shields Pond Rd. connecting back into County Line Rd. Continuing on County Line to Whiteoak Rd. Continuing on White Oak Rd. to include Stagecoach Rd. up to Ansley Dr. Also, Cobbham Rd. up to and including Rousseau Creek Rd.

Columbia County: County Line Rd from Sawdust to Wrightsboro Rd, White Oak Rd from Wrightsboro Rd up to Morris Calloway, Cobbham Rd up to Mistletoe Rd. This agreement includes any roads directly off the listed roads in this agreement.

Note: For purposes of this Agreement, the boundary will include both sides of the road way and any property contiguous to either side of the roadway.

### **2. Situations Where Aid is Provided:**

All calls for structural fires within the defined automatic aid agreement area shall result in an automatic, response from both the Thomson McDuffie County Fire Service and Columbia County Fire Rescue. To accomplish this, each Communications Center shall dispatch their department's units and then notify the other department's communications center. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

### **3. No Reimbursement for Costs:**

No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response section of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents within the described automatic aid Agreement.

## **DISPATCH PROTOCOLS:**

### **Columbia County Fire Rescue**

Upon receipt of a structure fire located within the predefined areas within Columbia County, the dispatcher shall dispatch the appropriate response according to CCFR guidelines. The dispatcher will simultaneously notify the Thomson McDuffie County Fire Services and request an automatic aid response.

### **Thomson McDuffie County Fire Services**

Upon receipt of a structure fire located within the predefined areas within Columbia County the dispatcher shall dispatch the appropriate response according to TMCFS guidelines. The dispatcher will simultaneously notify the Columbia County Fire Dispatch and request an automatic aid response.

## **RESPONSE PROTOCOLS:**

### **Columbia County Fire Rescue**

Upon request from TMCFS for an automatic aid response, CCFR will dispatch 2 engines and a chief officer (if available) to respond to assist TMCFS units.

**Thomson McDuffie County Fire Services**

Upon request from CCFR dispatch for an automatic aid response, TMCFS will dispatch 1 engine and a tanker/tender (if available) to respond to assist CCFR units.

Any request above the automatic response guideline will be considered a mutual aid request.

**COMMAND PROTOCOLS:**

The AHJ (authority having jurisdiction) will be in-charge of all incident command activities, and have the ability to make any other requests.

Should a unit from a neighboring jurisdiction arrive prior to the AHJ, command will be established and transferred to the AHJ as soon as possible. The first arriving unit should initiate procedures for incident mitigation regardless of the area.

**COMMUNICATION PROTOCOLS:**

When the incident is located in Columbia County Fire Rescue response area, units shall operate on the appropriate CCFR tac channel as specified by the IC.

When the incident is located in Thomson McDuffie County Fire Service's response area, CCFR OIC will be assigned a radio capable of communicating with TMCFS units.

**3. SUPERVISION:**

- a) The Parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer. The Chief Officer of the furnishing Party shall coordinate resources of the furnishing Party and shall report to the Chief Officer of the receiving Party.
- b) When the furnishing Party's Chief Officer arrives before the Chief Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Chief Officer of the furnishing Party will be in command until properly relieved by the Chief Officer of the receiving Party.
- c) Personnel from the furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph 3(a) above.
- d) The appropriate officers of the receiving Party will give direction regarding work to the Chief Officer of the furnishing Party except as provided in Paragraph 3(a) above.
- e) Each Party agrees that it will be responsible to provide any backup coverage necessary for its own operations.
- f) The receiving Party will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the incident or in the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party.

**4. LIABILITY:**

- a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an incident within the jurisdiction of the receiving Party. The Fire Chief of the Party being asked to furnish aid shall have the sole discretion to determine if such aid shall be furnished to the other Party.
- b) There shall be no liability imposed on any Party or its personnel for failure to respond to any incident pursuant to this Agreement.
- c) No employee or volunteer of a Party shall be deemed to be an employee, volunteer or agent of the other Party because of any action or incident arising pursuant to this Agreement.



- d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- e) Any damage or other compensation which is required to be paid to any employee or volunteer by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the Party for whom such injured person is serving as an employee or volunteer.

**5. CONSIDERATION AND COMPENSATION:**

- a) No Party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.
- b) The mutual advantage and protection afforded by this Agreement is adequate consideration to each Party.
- c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- d) Each party shall pay its own personnel and other costs without cost to the other Party except as provided in Paragraph 3(f) of this Agreement.

**6. RELEASE OF CLAIMS:**

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its Property or for personal injury to its personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other Party during the provision of service pursuant to this Agreement.

**7. THIRD-PARTY BENEFICIARIES:**

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third- party or parties, and no third-parties shall have any right of action hereunder for any cause whatsoever.

**8. TERM OF AGREEMENT:**

The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2028. Nothing contained herein shall diminish each parties right to terminate this Agreement otherwise provided for in this Agreement. This Agreement may be unilaterally terminated by either Party upon sixty (60) days prior written notice to the other Party.

**9. STANDBY OF EQUIPMENT - MUTUAL AID:**

- a) Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the back-up coverage necessary for its own operation.
- b) In the event that a receiving Party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving Party may request aid to cover vacant areas by locating personnel or equipment of the furnishing Party in the receiving Party's jurisdiction.

**10. ENTIRE AGREEMENT:**

- a) This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by an amendment to this Agreement or a subsequent signed written agreement.
- b) This Agreement shall be the sole instrument between the Parties for the provision of emergency fire suppression, protection, prevention and rescue and emergency medical assistance and response to other local emergencies.





**11. SEVERABILITY OF TERMS:**

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

**12. GOVERNING LAW:**

This Agreement shall be governed in all respects by the laws of the State of Georgia.

**13. CONSTRUCTION:**

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as of June 6, 2023.

**COLUMBIA COUNTY, GEORGIA**

**THOMSON MCDUFFIE COUNTY, GEORGIA**

\_\_\_\_\_  
Douglas R. Duncan, Jr., Chairman  
Columbia County Board of Commissioners

\_\_\_\_\_  
Charles G. Newton, Chairman  
Thomson McDuffie County  
Board of Commissioners

\_\_\_\_\_  
Jeremy N. Wallen, Fire Chief  
Columbia County Fire Rescue

\_\_\_\_\_  
Stephen Sewell, Fire Chief  
Thomson McDuffie County Fire Rescue

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Patrice Crawley, County Clerk  
Columbia County Board of Commissioners

\_\_\_\_\_  
Nikki Milburn, County Clerk  
Thomson McDuffie County  
Board of Commissioners

## Certificate Of Completion

Envelope Id: 485FF0B6645244C6A0F3F6963E1D4583

Status: Sent

Subject: BOC 6/6/23 - Thomson McDuffie County Mutual Aid Agreement

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Columbia County Contracts eSignature

AutoNav: Enabled

500 Faircloth Drive, Bldg E

Envelope Stamping: Enabled

Evans, GA 30809

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

ColumbiaCountyContracts\_eSignature@columbiacountyga.gov

IP Address: 44.226.4.87

## Record Tracking

Status: Original

Holder: Columbia County Contracts eSignature

Location: DocuSign

5/23/2023 4:08:42 PM

ColumbiaCountyContracts\_eSignature@columbiacountyga.gov

## Signer Events

## Signature

## Timestamp

Charles Newton

cnewton@thomson-mcduffie.net

Chairman

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 5/23/2023 4:09:46 PM

Nikki Milburn

nmilburn@thomson-mcduffie.net

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 5/23/2023 4:16:01 PM

ID: 2ed8d53b-4b44-4ecc-bed3-a74acb8d775c

Sent: 5/23/2023 4:09:47 PM

Viewed: 5/23/2023 4:16:01 PM

Stephen Sewell

ssewell@thomson-mcduffie.net

Chief

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 4/26/2019 2:10:05 PM

ID: fadb07ad-983e-4949-b7c5-df4f9ec5c69c

Sent: 5/23/2023 4:09:46 PM

Jeremy Wallen

jwallen@columbiacountyga.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 5/9/2023 9:46:14 AM

ID: e1674806-aa10-41dd-bfb7-41fcdb483b24

Brandi Bell

bbell@columbiacountyga.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 5/23/2023 3:24:17 PM

ID: 2c0a06ca-57e7-41f8-8b6b-801afec94041

Signer Events	Signature	Timestamp
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Patrice Crawley  
pcrawley@columbiacountyga.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/17/2023 9:26:02 AM  
ID: 9640b558-ec43-4e85-9e94-6652fd4c240c

Douglas R. Duncan, Jr.  
dduncan@columbiacountyga.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/18/2023 3:29:08 PM  
ID: 3f43e204-de95-4a6f-bea0-fe8ab499227a

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Brent Willis  
twillis@columbiacountyga.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/23/2023 4:09:47 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Columbia County Board of Commissioners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Columbia County Board of Commissioners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to:

ColumbiaCountyContracts\_eSignature@columbiacountyga.gov

### **To advise Columbia County Board of Commissioners of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ColumbiaCountyContracts\_eSignature@columbiacountyga.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Columbia County Board of Commissioners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ColumbiaCountyContracts\_eSignature@columbiacountyga.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Columbia County Board of Commissioners**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [ColumbiaCountyContracts\\_eSignature@columbiacountyga.gov](mailto:ColumbiaCountyContracts_eSignature@columbiacountyga.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Columbia County Board of Commissioners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Columbia County Board of Commissioners during the course of your relationship with Columbia County Board of Commissioners.

AMERICAN RESCUE PLAN ACT  
IMPROVING NEIGHBORHOOD  
OUTCOMES IN DISPROPORTIONATELY  
IMPACTED COMMUNITIES  
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Blind Willie McTell Park and Amphitheater

## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, McDuffie County Board of Commission from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.



## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned  
McDuffie County Board of Commission
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

## 2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

## 2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.



## 2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

## 2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

## 2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;



4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

## 2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

## 2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

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<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.



## 2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

## 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

#### 2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB



and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

#### 2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

#### 2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party 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 Grant Agreement.

If to Grantee:

NAME	David David
ADDRESS	
EMAIL	dcrawley@thomson-mcduffie.net
PHONE	

If to OPB:

Governor's Office of Planning and Budget  
2 Capitol Square SW  
Atlanta  
Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)

## 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

# 3. Warranties

## 3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.



### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### 3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### 3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

### 3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.



### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]

## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

### 5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.



## 6. Prohibited and Regulated Activities and Expenditures

### 6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

### 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

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<sup>2</sup> [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 [Reserved]**



### 7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

### 7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

### 7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

## 7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

## 7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

## 7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

## 8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$2,200,000.00 for expenses deemed eligible under the terms of this Grant.





**EXHIBIT A**  
**Grantee Assurances**

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a



to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

(Authorized Representative of Grantee)

Name: David David

Title: Crawley

Date:



**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or



commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP

ZIP+4

#### **4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

(Authorized Representative of Grantee)  
Name: David David

Title: Crawley

Date:

## EXHIBIT C

### American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, David David  
am the Crawley  
of McDuffie County Board of Commission  
Unique Entity Identifier

(Print Name),  
(Title)  
("Grantee")  
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:



- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

(Authorized Representative of Grantee)

Name: David David

Title: Crawley

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

**By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.**

By:

Signature:

(Authorized Representative of Grantee)

Name: David David

Title: Crawley

Date:

SIGNATURE PAGE

Sign and return this page to [accginsurance@accg.org](mailto:accginsurance@accg.org) by 7/1/2023

## ACCG-IRMA Renewal Contribution Worksheet 7/1/2023 to 7/1/2024

**Member:** McDuffie County

### COVERAGE AVAILABLE THROUGH ACCG-IRMA

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

### DEDUCTIBLES AND CONTRIBUTIONS

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

Renewal Proposal	Contribution
<b>Renewal Contribution:</b>	<b>\$421,523</b>
<b>Less Safety Credit:</b>	<b>(\$21,076)</b>
<b>Net Contribution Due:</b>	<b>\$400,447</b>

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

### ADDITIONAL LIMITS OF LIABILITY COVERAGE

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

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

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

<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$2,000,000	\$12,832
Increase Limits to \$3,000,000	\$24,381
Increase Limits to \$4,000,000	\$27,260
Increase Limits to \$5,000,000	\$29,760

Automobile Liability is subject to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2 and provided by Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement.

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

**Sign and return this page to [accginsurance@accg.org](mailto:accginsurance@accg.org) by 7/1/2023**

**EXPOSURES AND VALUES NOTICE**

It is important to maintain an accurate Statement of Values on your entity's property to secure sufficient coverage in the event of a claim. As a value-added service, ACCG-IRMA helps the members by paying a professional property appraisal firm to conduct appraisals on covered properties over \$100,000 once every five years at no additional charge. This also helps the members and ACCG-IRMA obtain better reinsurance costs and coverages. It is the member's ultimate responsibility to review the appraisal report and subsequent property schedules at renewal and advise ACCG staff of any concerns with the data or values. Members should also update the property schedule when additions, changes, or deletions need to be made. Not doing so could impact the amount of coverage provided. Vehicles, equipment, and unmanned aircraft schedules also must be updated regularly online for accuracy to ensure proper coverage. All coverage schedule additions, changes, or deletions should be made online through your Origami Risk Member Dashboard here:

<https://live.origamirisk.com/Origami/Account/Login?account=ACCG>

**New for 2023: Please sign and return the last page of the Property Schedule included with the proposal email.**

**OPTIONAL UNINSURED MOTORISTS COVERAGE**

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

Your current Uninsured Motorists coverage limit selection on file is \$1,000,000. Should you wish to change this coverage selection to a different limit please call ACCG Underwriting & Member Services at 1.800.858.2224.

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

**ACCG**  
**email: [accginsurance@accg.org](mailto:accginsurance@accg.org)**  
**fax: (404) 522-1897**  
**no later than 7/1/2023**

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

**Accepting For: McDuffie County**

**SIGN  
HERE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**BID TABULATION**

**INERT WASTE CELL NO. 2 & INITIAL SEDIMENT POND B CONSTRUCTION  
McDUFFIE COUNTY SOLID WASTE FACILITY**

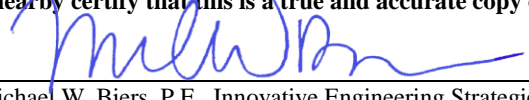
**BID DATE: MAY 30, 2023**

**BID TIME: 4:00 PM**

Addendum Acknowledge:

No.	Qty.	Unit	Description	BIDDERS:					
				Beam Site Prep, LLC		International Waste Services, LLC		Peed Bros., Inc.	
				yes		yes		yes	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
1	1	L.S.	Mobilization and bonds	\$ 10,000.00	\$ 10,000.00	\$ 102,537.50	\$ 102,537.50	\$ 192,405.00	\$ 192,405.00
2	6.8	Ac	Clearing and grubbing	\$ 5,500.00	\$ 37,400.00	\$ 12,100.00	\$ 82,280.00	\$ 6,153.68	\$ 41,845.02
3	1,580	L.F.	Install double-row silt fencing in Sensitive Areas	\$ 12.00	\$ 18,960.00	\$ 10.12	\$ 15,989.60	\$ 7.15	\$ 11,297.00
4	873	L.F.	Install single-row silt fencing in Non-Sensitive Areas	\$ 6.00	\$ 5,238.00	\$ 5.00	\$ 4,365.00	\$ 2.60	\$ 2,269.80
5	1	L.S.	Earthwork for Initial Phase, approx. 26,380 cy: Sediment Pond B (See Note 2)	\$ 110,750.00	\$ 110,750.00	\$ 324,475.67	\$ 324,475.67	\$ 109,270.00	\$ 109,270.00
6	1	L.S.	Install 30" dia. Carrier Pipe S-5R, ADS N-12 corrugated plastic, ± 60 L.F.	\$ 10,500.00	\$ 10,500.00	\$ 9,822.35	\$ 9,822.35	\$ 8,069.20	\$ 8,069.20
7	1	L.S.	Install 5.7' x 5.7' Anti-Seep Collar for carrier pipe S-5R	\$ 3,500.00	\$ 3,500.00	\$ 1,612.89	\$ 1,612.89	\$ 3,500.00	\$ 3,500.00
8	1	L.S.	Install 48" dia. Riser Overflow Structure R-2R, reinforced concrete pipe, 3 L.F. in height; including 54" dia. trash rack, one (1) 5.5" dia. orifice, 1.74 cy concrete ballast and minimum 6" thick 57 stone base	\$ 8,500.00	\$ 8,500.00	\$ 12,997.05	\$ 12,997.05	\$ 16,375.00	\$ 16,375.00
9	1	L.S.	Install Concrete Encasement for Carrier Pipe S-5R, 4.5' wide x 5' high x 14.5' long	\$ 10,000.00	\$ 10,000.00	\$ 4,626.27	\$ 4,626.27	\$ 14,040.00	\$ 14,040.00
10	1	L.S.	Install 45° Wing Concrete Headwall for 30" dia. Carrier Pipe S-5R (HW-8R)	\$ 5,500.00	\$ 5,500.00	\$ 3,248.72	\$ 3,248.72	\$ 5,330.00	\$ 5,330.00
11	1	L.S.	Install Silt Gauge for Sediment Pond B, 4" x 4" x 6' treated post, painted	\$ 750.00	\$ 750.00	\$ 67.95	\$ 67.95	\$ 300.00	\$ 300.00
12	1	L.S.	Install 6" Faircloth Skimmer Surface Drain for Riser R-2R	\$ 6,500.00	\$ 6,500.00	\$ 5,529.43	\$ 5,529.43	\$ 12,755.00	\$ 12,755.00
13	1	L.S.	Install Filter Ring around Riser R-2R	\$ 3,500.00	\$ 3,500.00	\$ 1,364.24	\$ 1,364.24	\$ 3,837.50	\$ 3,837.50
14	1	L.S.	Install Rip-Rap Outlet Protection for three (3) pipes: Pipe S-5R, S-6 and S-7	\$ 3,500.00	\$ 3,500.00	\$ 5,468.56	\$ 5,468.56	\$ 6,901.00	\$ 6,901.00
15	1	L.S.	Earthwork for Intermediate Phase, approx. 23,410 cy: ±1.8-acre Inert Waste Cell No. 2 ±1,622 LF All-Weather Access Road with ±1,156 LF Drainage Ditches (See Note 3)	\$ 111,750.00	\$ 111,750.00	\$ 278,119.57	\$ 278,119.57	\$ 134,740.00	\$ 134,740.00
16	1	L.S.	Install 36" dia. Pipe S-6, ADS N-12 corrugated plastic, ±50 L.F.	\$ 10,000.00	\$ 10,000.00	\$ 8,751.63	\$ 8,751.63	\$ 9,549.00	\$ 9,549.00
17	1	L.S.	Install two (2) 45° wing concrete headwalls for 36" dia. Pipe S-6 (HW-9 and HW-10)	\$ 12,000.00	\$ 12,000.00	\$ 11,166.66	\$ 11,166.66	\$ 11,954.00	\$ 11,954.00
18	1	L.S.	Install 30" dia. Pipe S-7, ADS N-12 corrugated plastic, ±50 L.F.	\$ 8,750.00	\$ 8,750.00	\$ 8,040.20	\$ 8,040.20	\$ 8,069.20	\$ 8,069.20
19	1	L.S.	Install two (2) 45° wing concrete headwalls for 30" dia. Pipe S-7 (HW-11 and HW-12)	\$ 11,000.00	\$ 11,000.00	\$ 6,497.43	\$ 6,497.43	\$ 11,954.00	\$ 11,954.00
20	9	EA.	Install check dams in newly constructed drainage ditches (See Note 4)	\$ 850.00	\$ 7,650.00	\$ 1,252.12	\$ 11,269.08	\$ 883.34	\$ 7,950.06
21	6	Ac.	Mulching and temporary grassing	\$ 1,500.00	\$ 9,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,875.00	\$ 11,250.00
22	12	EA.	Install Edge of Cell markers, 4" x 4" x 6' treated post, painted	\$ 500.00	\$ 6,000.00	\$ 70.00	\$ 840.00	\$ 300.00	\$ 3,600.00
23	6	Ac.	Permanent grassing	\$ 1,000.00	\$ 6,000.00	\$ 2,500.00	\$ 15,000.00	\$ 1,690.00	\$ 10,140.00
24	1	L.S.	Compliance with all requirements of the NPDES General Permit GAR100001 including installation and maintenance of BMPs, inspections, sampling, reporting and record keeping	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 8,400.00	\$ 8,400.00
25	1	L.S.	Construction staking	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00
26	1,622	L.F.	All-weather access road 18 feet wide with 3' shoulders including 6" graded aggregate base and 6 O.S.Y. woven geotextile in accordance with Georgia D.O.T. Standard Specifications	\$ 38.50	\$ 62,447.00	\$ 149.30	\$ 242,164.60	\$ 37.44	\$ 60,727.68
<b>TOTAL</b>				<b>\$</b>	<b>496,695.00</b>	<b>\$</b>	<b>1,197,234.40</b>	<b>\$</b>	<b>726,528.46</b>

**I hereby certify that this is a true and accurate copy of the bids received on May 30, 2023.**



Michael W. Biers, P.E., Innovative Engineering Strategies, LLC



## Judicial Council of Georgia Administrative Office of the Courts

Chief Justice Michael P. Boggs  
*Chair*

Cynthia H. Clanton  
*Director*

May 19, 2023

The Honorable Harold Hinesley  
Chief Judge  
Toombs Judicial Circuit  
21 Railroad Street  
Thomas, Georgia 30824

Re: The Judicial Council of Georgia American Rescue Plan Act Funding Award-CY23 Cycle 2

Dear Chief Judge Hinesley:

On behalf of the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act (ARPA Committee), I am pleased to inform you that the Toombs Judicial Circuit has been awarded an additional \$430,000, increasing the cumulative CY23 award to the Toombs Judicial Circuit to \$929,457. The effective date for the additional award begins on June 1, 2023 and will end December 31, 2023.

Attached are the CY23 Grant Agreement outlining the responsibilities and expectations of both parties and the CY23 approved budget. Please review and sign the Grant Agreement and return it within **ten days** of receipt. Upon acceptance of the award, as indicated by returning the signed agreement, the circuit will receive by email the instructions and budget reimbursement form to begin the reimbursement process. The agreement with the **original** signature may be mailed or emailed to:

Kari Kitchens, ARPA Grants Coordinator  
Administrative Office of the Courts  
244 Washington Street, Suite 300 • Atlanta, GA 30334-5900  
[Kari.kitchens@georgiacourts.gov](mailto:Kari.kitchens@georgiacourts.gov) • 470.734.6655

For future reporting reference, the CFDA is 21.027.

Please notify me or a member of the Grants Team immediately should there be any discrepancies in the attached award or approved budget to resolve the issue.

We continue to appreciate the outstanding efforts exerted in clearing your circuit's backlog of cases and thank you for your service to the State of Georgia and the Judiciary.

Sincerely,

*Regina Hailey*

Regina Hailey  
ARPA Grants Manager

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 551 - QUANTUM MECHANICS

1980

PROFESSOR

NAME

STUDENT

PHYSICS 551 - QUANTUM MECHANICS

PROFESSOR

PHYSICS 551 - QUANTUM MECHANICS

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Attachments: *Grant Award Conditions and Restrictions*  
*Grant Award Agreement*  
*Approved Budget Form*

cc: T.J. BeMent via email at [tjbement@gmail.com](mailto:tjbement@gmail.com)  
Pam Workman via email at [pam.workman@thomson-mcduffie.net](mailto:pam.workman@thomson-mcduffie.net)





**Judicial Council of Georgia**  
Administrative Office of the Courts

Chief Justice Michael P. Boggs  
*Chair*

Cynthia H. Clanton  
*Director*

**Judicial Council of Georgia American Rescue Plan Act Grant Funding**  
**Calendar Year 2023 Grant Agreement**

<b>Award Name:</b> 2023_ARPA_3Y002	
<b>Recipient Name:</b> TOOMBS JUDICIAL CIRCUIT	
<b>Award Amount:</b> \$ 430,000	<b>CFDA:</b> 21.027
<b>Grant Period:</b> June 1, 2023 – December 31, 2023	<b>Award Effective:</b> June 1, 2023

With the acceptance of this award, you agree to administer this grant in compliance with your approved application, the grant budget, and the conditions and restrictions set forth in the grant package. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request for reimbursement of federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

**Grantee Responsibilities:**

Submit monthly reimbursement requests via email to the Administrative Office of the Courts to [Kari.Kitchens@georgiacourts.gov](mailto:Kari.Kitchens@georgiacourts.gov) and [ARPA@georgiacourts.gov](mailto:ARPA@georgiacourts.gov), by the 15<sup>th</sup> of each month.

The monthly reimbursement requests are to be submitted using the Reimbursement Request Form (RRF) and include supporting documentation as outlined on the RRF Submission Checklist.

**AOC Responsibilities:**

The AOC will review expense documentation for accuracy and completeness and submit the monthly requests for reimbursements to the Governor's Office of Planning and Budget (OPB). Upon reimbursement from OPB, the AOC will remit reimbursements to the grantees.

**Acceptance of Terms and Conditions**

**Signature and Title:**

*Harold A. Hinesley*  
Chief Judge, Toombs Judicial Circuit

**Date:**

*June 1, 2023*

**JUDICIAL COUNCIL OF GEORGIA  
AMERICAN RESCUE PLAN ACT GRANT AWARD  
CONDITIONS AND RESTRICTIONS**

*Judicial Circuit Name:* Toombs

*Award Date:* May 19, 2023

**Section 1. Conditions**

*All the following conditions apply to the enclosed grant award:*

- (a) Grant recipients shall comply with the conditions and restrictions in this attachment.
- (b) Grant recipients shall comply with all procedures and instructions detailed in the current *Overview and Instructions, Judicial Branch ARPA FAQs, Award Amendments and Budget Revision Policy, and Audio-Visual Equipment Modernization Policy* (all posted under Quick Links at <https://jcaoc.georgiacourts.gov/arpa/>).
- (c) The ARPA grants awarded by the Judicial Council of Georgia Ad Hoc Committee on American Rescue Plan Act Funding (“ARPA Committee”) on May 19, 2023, were awarded for eligible expenses *beginning on June 1, 2023, through the balance of the 2023 calendar year only*. Funding in future calendar years is not guaranteed and is subject to application and the approval of the ARPA Committee in future award cycles.
- (d) Any portion of this award that is not expended in the 2023 calendar year shall revert back to the ARPA Committee on January 1, 2024. The ARPA Committee may award funds that revert back to the Committee to any and all applicants in a subsequent grant cycle.
- (e) *Grant recipients shall not submit a reimbursement request for any ineligible expenditure listed in Section 2 (b) of this attachment.*
- (f) If awarded funds for court-based mental health diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionately impacted community. See Treasury’s [Compliance and Reporting Guidance](#), “Project Demographic Distribution” and “Use of Evidence,” pp. 20-21; 33; 37-38; 42; 47 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.* EC 1.12; 31 CFR § 35.6 (b) (3) (i) (C).
- (g) If awarded funds for court-based substance use diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionately impacted community. See Treasury’s [Compliance and Reporting Guidance](#), “Project Demographic Distribution” and “Use of Evidence,” pp. 20-21; 33; 37-38; 42; 47 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.* EC 1.13; 31 CFR § 35.6 (b) (3) (i) (C).
- (h) If awarded funds for court-based eviction prevention and diversion services, recipient shall (for U.S. Treasury reporting purposes): (1) report the amount of the ARPA funds allocated to evidence-based interventions; and (2) report whether ARPA-funded activities are primarily serving a disproportionately impacted community. See Treasury’s [Compliance and Reporting Guidance](#), “Project Demographic Distribution” and “Use of Evidence,” pp. 20-21; 33; 37-38; 42-43; 47 for details. *Such report shall be communicated monthly by letter accompanying the reimbursement requests for applicable expenditures.* ECs 2.2, 2.18; 31 CFR § 35.6 (b) (3) (ii) (A) (1), (5).

## Section 2. Restrictions

### *(a) Federally Eligible Uses Currently Authorized by the Executive Branch and the ARPA Committee*

Only the following expenditures are currently authorized by the Executive Branch and the ARPA Committee:

(1) *Personnel*. Payroll costs for personnel responding to court case backlogs with a primary focus on serious violent felonies; backfilling positions requiring less experience to reassign more experienced staff to expedite the disposition of serious violent felony cases; or personnel administering the ARPA grant. *As used in this expenditure category only, "primary focus on serious violent felonies" means more than 50 percent of total personnel costs responding to case backlogs awarded in each calendar year under approved Application section (E) (1) shall be dedicated to responding to serious violent felonies, as defined in OCGA § 17-10-6.1 (a).*

(2) *Court-based Eviction, Mental Health, or Substance Use Diversion*. Payroll costs for personnel performing court-based eviction, mental health, or substance use diversion services only if: (i) such services respond to case backlogs; and (ii) a subrecipient provides a *numerical* estimate to the AOC demonstrating that such services will conserve staff time and resources to respond to backlogs of serious violent felony cases, as defined in OCGA § 17-10-6.1 (a). *As used in these expenditure categories, "numerical" means containing one or more of the number symbols 0, 1, 2, 3, 4, 5, 6, 7, 8, or 9; e.g., 20 hours of staff time per week, 18 percent of a judge's caseload, or some other numerical measurement.*

(3) *Other Program Costs*. Reasonable and necessary costs to support a response to court case backlogs with a primary focus on cases involving serious violent felonies or to perform ARPA grant administration, as follows:

- (i) The purchase of necessary supplies and materials used by personnel funded by the ARPA grant;
- (ii) The purchase or rental of equipment used by personnel funded by the ARPA grant, including any reasonable and required license, basic operating software, or service needed to use such equipment;
- (iii) Travel costs of personnel and contractors funded by the ARPA grant traveling between counties in multi-county judicial circuits that are necessary to address the backlog in court cases with a primary focus on cases involving serious violent felonies;
- (iv) Rental of temporary space for personnel funded by the ARPA grant;
- (v) Printing, publication, media, or postage costs;
- (vi) Jury expenditures for the trial of cases that are part of the case backlog caused by the COVID-19 pandemic;
- (vii) Jury sequestration costs if necessary for jurors in serious violent felony cases;
- (viii) Continuing legal education and professional dues for prosecutors funded by the ARPA grant, as required by the State Bar of Georgia to maintain a law license;
- (ix) Mandatory continuing judicial education for judges funded by the ARPA grant, as required by the Institute of Continuing Judicial Education and uniform court rules;
- (x) Contracts for professional services or per diem to respond to court case backlogs, including services provided by interpreters, senior judges, state paid county reimbursed (SPCR) prosecutors, and court reporters; or to perform grant administration;
- (xi) Mandatory training for victim assistance coordinators and victims' advocates funded by the ARPA grant, as required by law and the Prosecuting Attorneys' Council;



- (xii) Mandatory training for district attorney investigators funded by the ARPA grant, as required by law and the Peace Officer Standards and Training Council;
- (xiii) Audio-visual equipment modernization in existing courtrooms, as provided in the Audio-Visual Equipment Modernization Policy (posted under Quick Links at <https://jcaoc.georgiacourts.gov/arpa/>); and
- (xiv) Other program costs necessary to address a court backlog caused or exacerbated by the COVID-19 pandemic with a primary focus on cases involving serious violent felonies may be approved by OPB at its sole discretion following a written request for approval by AOC prior to AOC's approval of said costs.

*(b) Federally Eligible Uses Not Currently Authorized by the Executive Branch or the ARPA Committee*

All the following federally eligible ARPA expenditure categories (ECs) *are not* currently authorized by the Executive Branch or the ARPA Committee:

- (1) Professional dues, continuing education, and training for staff (unless an exception is expressly listed in Section 2 (a) (3) of this attachment). ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,438 (Jan. 27, 2022) (Uniform Guidance (2 CFR 200 Subpart E) applies to ARPA funds); 2 CFR § 200.473 (“The cost of training and education provided for employee development is allowable”).
- (2) Case management systems and software. EC 7.1; 31 CFR § 35.6 (b) (3) (ii) (E) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022) (“improvements to case management systems . . . are eligible”).
- (3) ARPA grants to municipal courts (pursue ARPA funds from cities before contacting the ARPA Committee), public defenders, or conflict attorneys (see funds allocated to [GPDC](#)).
- (4) COVID-19 testing. EC 1.2; 31 CFR § 35.6 (b) (3) (i) (A). Contact the [Georgia Emergency Management and Homeland Security Agency](#) (GEMA) for COVID-19 testing assistance.
- (5) The purchase of personal protective equipment (e.g., gloves, masks, and hand sanitizer). EC 1.5; 31 CFR § 35.6 (b) (3) (i) (A). Contact [GEMA](#) for personal protective equipment.
- (6) Expenditures to prevent COVID-19 in congregate settings (e.g., plexiglass, cleaning supplies or services). EC 1.4; 31 CFR § 35.6 (b) (3) (i) (A). Contact [GEMA](#) for assistance with supplies to prevent COVID-19 in congregate settings.
- (7) Payroll supplements, stipends, bonuses, “premium pay,” or any other payroll payments to staff that do not correspond to actual documented payroll time spent responding to case backlogs or performing ARPA grant administration. “Premium pay” is defined in 31 CFR §§ 35.3, 35.6 (c); EC 4.1.
- (8) Except as provided in Section 2 (a) (3) (xiii) of this attachment, long-term infrastructure (i.e., capital) investments in public facilities, such as physical plant improvements, permanent adaptations to existing public buildings, or constructing new facilities to respond to the pandemic or its negative economic impacts. ECs 3.5, 7.1; 31 CFR § 35.6 (b) (3) (i) (A), (b) (3) (ii), (b) (4); 87 Fed. Reg. 4,389 (Jan. 27, 2022). *Grant recipients should rent equipment (if possible, practical, and cost-effective) to avoid violating the prohibition on purchasing permanent infrastructure.*
- (9) Adding or upgrading a court’s broadband connection, including modernization of cybersecurity for existing or new broadband infrastructure. EC 5.19; 31 CFR § 35.6 (e) (2) (i)-(ii).
- (10) Offsets to a reduction in government revenue due to the pandemic, which may be used to maintain existing infrastructure, build new infrastructure, or provide any government service,



excluding contributions to a rainy-day fund. EC 6.1; 31 CFR § 35.6 (d); 87 Fed. Reg. 4,422-4,430 (Jan. 27, 2022).

(11) General modernization of cybersecurity not related to broadband upgrades, including hardware, software, and protection of critical infrastructure (falls under the category of government revenue offsets). EC 6.1; 31 CFR § 35.6 (d); see 31 CFR § 35.6 (e) (2) (ii).

JUDICIAL BRANCH ARPA GRANT BUDGET TEMPLATE						COMMITTEE ADJUSTMENTS		
Submitted by: Tombs Judicial Circuit								
Budget Categories	Previous Award (Cycle 1)	Application Request (Cycle 2)			Adjustment	Cumulative Circuit Total	Legal Review Comments	
		Salary	Quantity	New Request Total				
<b>Personnel Services</b>								
<b>Grant Administration and Clerical (include in application section (E) (6))</b>								
Finance Director(Cycle 1)	\$ 2,577					\$ 2,577		
Payroll Clerk(Cycle 1)	\$ 1,290					\$ 1,290		
Accounts Payable Clerk(Cycle 1)	\$ 1,443					\$ 1,443		
<b>Total Grant Admin and Clerical Request</b>	<b>\$ 5,310</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,310</b>		
<b>Personnel Directly Responding to Case Backlog (include in application section (E) (1))</b>								
District Attorney - Investigator(Cycle 1)	\$ 74,250					\$ 74,250		
District Attorney - Intems(Cycle 1)	\$ 72,800					\$ 72,800		
Deputy Sheriff(Cycle 1)	\$ 52,000					\$ 52,000		
Deputy Court Clerk(Cycle 1)	\$ 31,680					\$ 31,680		
Senior Judges(Cycle 1)	\$ 15,936					\$ 15,936		
Bailiff(Cycle 1)	\$ 11,303			\$ -		\$ 11,303		
<b>Total-Personnel Directly Responding to Case Backlog</b>	<b>\$ 257,969</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 257,969</b>		
<b>Personnel Court-Based Mental Health Diversion (include in application section (E) (2))</b>								
						\$ -		
<b>Personnel Court-Based Mental Health Diversion (include in application section (E) (2))</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Personnel Court-Based Substance Use Diversion (include in application section (E) (3))</b>								
Drug Court Services(Cycle 1)	\$ 25,000			\$ -		\$ 25,000		
<b>Personnel Court-Based Substance Use Diversion (include in application section (E) (3))</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,000</b>		
<b>Personnel Court-Based Eviction Prevention and Diversion (include in application section (E) (4))</b>								
						\$ -		
<b>Personnel Court-Based Eviction Prevention and Diversion ( E ) (4)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Total Personnel Costs:</b>	<b>\$ 288,279</b>					<b>\$ 288,279</b>		
<b>Administrative/Indirect Costs:</b>								
		<b>Amount</b>	<b>Quantity</b>	<b>Total</b>				
<b>ARPA-Eligible Administrative Expenses (include in application section (E) (6) or (E) (7))</b>								
Equipment < \$5,000 (Computers & Printers for add'l staff)(Cycle 1)	\$ 25,000					\$ 25,000		
Supplies and Materials(Cycle 1)	\$ 10,000					\$ 10,000		
Juror Expenses(Cycle 1)	\$ 38,500					\$ 38,500		
Travel - Employees(Cycle 1)	\$ 6,000					\$ 6,000		
Trial Costs(Cycle 1)	\$ 25,000					\$ 25,000		
Contract Audit(Cycle 1)	\$ 5,000					\$ 5,000		
Court Reporting(Cycle 1)	\$ 35,000					\$ 35,000		
Grants Manager - Administrator - PT Contract(Cycle 1)	\$ 12,918					\$ 12,918		
Assistant District Attorney - PT Contract(Cycle 1)	\$ 53,760					\$ 53,760		
Investigator - PT Contract (NEW)(Cycle 2)		\$ 30,000			\$ 30,000	\$ 30,000		
Audio-visual equipment modernization (NIW)(Cycle 2)		\$ 400,000			\$ 400,000	\$ 400,000		
<b>Total Indirect/Grant Administration</b>	<b>\$ 211,178</b>	<b>\$ 430,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 430,000</b>	<b>\$ 641,178</b>		
<b>Temporary Facilities or Workspace (include in application section (C) (6))</b>								
		\$ -		\$ -		\$ -		
<b>Total Temporary Facilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Total Administrative Costs:</b>	<b>\$ 211,178</b>	<b>\$ 430,000</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 430,000</b>	<b>\$ 641,178</b>		

TOTAL OVERALL BUDGET	\$	499,457	\$	-	\$	430,000	\$	929,457
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JG/ARPA-(01/2023)



Kathleen Toomey, M.D., M.P.H., **Commissioner**

Brian Kemp, **Governor**

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Thomson, Georgia 30824-0266

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## MEMORANDUM OF AGREEMENT:

### McDuffie County Board of Health & Rodgers Veterinary Services

This document constitutes an agreement between the McDuffie County Board of Health and Rodgers Veterinary Services for provision of veterinarian services to the McDuffie County Health Department.

McDuffie County Board of Health agrees to reimburse Rodgers Veterinary Services at a rate of \$25.00 for preparation of each wild animal rabies specimen submitted for testing as the result of a bite. The specimen must first be approved by the Rabies Officer of the McDuffie County Health Department before any preparation of the specimen is attempted. This agreement is for McDuffie County specimens only. The McDuffie County Animal Shelter will be financially responsible for all domestic animal rabies specimen preparation services provided by Rodgers Veterinary Services. The McDuffie County Health Department will be responsible for shipment and testing services of all animal specimens needing rabies testing.

This agreement will be effective June 1, 2023, and may be terminated by either party with a thirty (30) day written notification.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Marlee Rodgers, DVM

\_\_\_\_\_  
McDuffie County BOH Chair

\_\_\_\_\_  
East Central District 6 Health Director

\_\_\_\_\_  
McDuffie County Animal Shelter

McDuffie County Health Department

Lee Merchen, MD, FACP, District Health Director

