

**BOARD OF COUNTY COMMISSIONERS**  
**JASPER COUNTY, GEORGIA**  
**REGULAR MEETING AGENDA**  
**\*\*\*\* COMMISSIONER'S MEETING ROOM, GROUND FLOOR, SUITE 16\*\*\*\***  
**MONTICELLO, GEORGIA**  
**January 12, 2024**  
**9:00 a.m.**

**\*\*\* The meeting will be live streamed Via Facebook on the Jasper County Georgia Facebook Page.**

<b>1. Call to Order (9:00 a.m.)</b>				
NAME	PRESENT	ABSENT	LATE	ARRIVED
DISTRICT 1 – SHEILA G. JONES,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 2 – BRUCE HENRY, CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 3 – DON JERNIGAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 4 – ASHER GRAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
DISTRICT 5 - STEVEN LEDFORD, VICE-CHAIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>II. Pledge of Allegiance –</b>
<b>III. Invocation – District 2</b>

<b>IV. Approval of Agenda</b>
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<b>V. Consent Agenda –</b>
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<b>VI. Public Hearings with Business Action</b>
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*Public Hearings are conducted to allow public comments on specific advertised issues such as rezoning, ordinances, policy development and other legislative actions to be considered by the County Commissioners. Following the public hearing. The Board of Commissioners will act on each item presented below.*

<b>VII. Presentations/Delegations</b>
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*(10) minutes on specific topics or for recognition of citizens, county employees or other events by the Commissioners.*

1. Chairman Henry to Discuss Meeting Etiquette

<b>VIII. Citizens Comments</b>
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*For not more than three (3) minutes on specific topics. The County Attorney will keep time. Please be courteous of the 3-minute time limit. Comments noted from citizens via the Jasper County FB Page.*

<b>IX. County Commissioner Items &amp; Updates</b>
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<b>X. Regular Agenda</b>
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**Business Items Continued:**

1. Jasper County Family Connection Grant Opportunity from the Department of Family & Children Services & Community Prevention Support - Fiscal Agent Request
2. Monticello City Elections Agreement
3. Moratorium on Accepting Subdivision Preliminary Plats
4. Moratorium on Rezoning Property

5. No Thru Trucks Signage Request to GDOT Resolution
6. Green Space and Community Property Ad Valorem Taxation
7. County Appropriations Review
8. Reform and Improve Mental Health Services Resolution
9. Schedule Work Sessions and Called Meetings as Needed

<b>XI. County Attorney Items</b>
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<b>XII. County Manager Update</b>
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<b>XIII. Executive Session</b>
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Consultation with County attorney to discuss pending or potential litigation as provided by O.C.G.A. §50-14-2(1); Discussion of the future acquisition of real estate as provided by O.C.G.A. §50-14-3(4); and discussion on employment, compensation, or periodic evaluation of county employees as provided in O.C.G.A. § 50-14-3(6)

<b>XIV. Adjournment</b>
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## **Business Item 1:**

### **Agenda Request – Jasper County Family Connection**

**Date:** January 12, 2024

**Subject:** Jasper County Family Connection Grant Opportunity from the Department of Family & Children Services & Community Prevention Support - Fiscal Agent Request

#### **Summary:**

The Jasper County Family Connection is requesting permission for Jasper County BOC to serve as fiscal agent for Department of Family & Children Services & Community Prevention Support Grant in the amount of \$15,000. This is a three-year commitment from the county from FY 2024 to FY 2026. Jasper County Family Connection will be expected to complete a mid-year and end-of-year report. Jasper County Family Connection will receive half of the approved funds as soon as proposal is approved and second half of funds after approval of mid-year report. Funding is provided annually for the county at a maximum of \$15,000. \$10,000 is for strategy development and implementation and \$5,000 for concrete support for families (food, utilities, etc.)

#### **Background:**

Child abuse and neglect have increased since Covid. Jasper County is one county with high rates of child abuse and neglect. The local Department of Family & Children services reports that they have seen an increase in the use of THC, synthetic THC and vaping over the past couple of months and no resources available to educate parents or adolescents. Jasper County BOC serves as fiscal agent for Jasper County Family Connection. Jasper County Family Connection has opportunity to apply for grant funds from the Department of Family & Children Services & Community Prevention Support in the amount of \$15,000. The funds will be used to have additional family support for the community. Jasper County Family Connection has discussed possibly setting up a Family Resource Center and would use \$10,000 of the funds to set up Family Resource Center and the other \$5,000 can be used for basic needs (rent, utilities, hotel stays, food, transportation etc.). Jasper County Family Connection will also implement some adolescent substance abuse and vaping informational sessions in partnership with the Jasper County School System and local Department of Family & Children Services. The grant requires fiscal agent for grant opportunity to be same fiscal agent as Family Connection. Jasper County BOC is fiscal agent for Family Connection Grant.

**Cost:** \$0.00

**Total Contractual Amount:** \$15,000 a year for FY 2024 – FY 2026

#### **Recommended Motion:**

Board's Discretion

## Larissa Ruark

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**From:** Targie Folds <jaspercountyfamilyconnection@gmail.com>  
**Sent:** Monday, November 6, 2023 3:16 PM  
**To:** Larissa Ruark  
**Subject:** Fwd: Family Support Cohort

Good Afternoon,

Please see below more details about the grant offer that we will discuss at 11 AM tomorrow. Thanks. Targie

----- Forwarded message -----

**From:** Rebekah Hudgins <[rhudgins@anthroeval.org](mailto:rhudgins@anthroeval.org)>  
**Date:** Mon, Nov 6, 2023 at 3:05 PM  
**Subject:** Family Support Cohort  
**To:** Targie Henson <[jaspercountyfamilyconnection@gmail.com](mailto:jaspercountyfamilyconnection@gmail.com)>  
**Cc:** [sonya@gafcp.org](mailto:sonya@gafcp.org) <[sonya@gafcp.org](mailto:sonya@gafcp.org)>

Hi Targie,

Thank you again for all your time Friday to discuss the Family Support Cohort opportunity. Per your request re: talking points, please see below. I included in these notes the specifications we discussed you needed for your fiscal agent discussion.

### Family Support Cohort:

- Invited 3 new counties to join in FY24.
- Ask for a 3-year commitment (FY24-FY26) from each county.
- Each county will complete a proposal via CLIX, which will be reviewed by a GaFCP small committee. After approval, the county will receive a Letter of Agreement and MOU to be signed and submitted via CLIX.
- Counties are expected to maintain a strategy team with lead partner that meets regularly and engages GaFCP TA providers.
- Counties will receive specialized TA on Family Support and evaluation of their Family Support Strategy.
- Coordinators will be expected to attend Cohort meetings held quarterly during the year. Travel is reimbursed and lunch is provided.
- Counties will be expected to complete a mid-year and end-of-year report via CLIX.
- Fiscal agent must be the same as the agent who handles GaFCP funds and funds must be spent solely on Family Support Strategy.
- Counties will receive half of the approved funds as soon as proposal is approved and second half of funds after approval of mid-year report.
- Funding is provided annually for each county at maximum of \$15,000.
  - \$10,000 is for strategy development and implementation
  - \$5,000 for concrete support for families (food, utilities, etc.)

Of course, just let me know if you need any other information.

Thank-you again for all you do!

Rebekah

*Rebekah Hudgins*

*Co-Leader, Evaluation and Results Accountability Team*

*Georgia Family Connection Partnership*

*Office: 404-373-7939*

*Cell: 404-550-7125*

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**Jasper County Family Connection, Inc.**

**Targie Folds, Executive Director**

1411 College Street

Monticello, GA 31064

(office) 706.468-6350 Ext. 116

(fax) 706.468.0045

[jaspercountyfamilyconnection@gmail.com](mailto:jaspercountyfamilyconnection@gmail.com)

[www.gafcp.org](http://www.gafcp.org)



*"JCFC: Partnering to Improve Outcomes for Children and Families"*

## **Business Item 2:**

### **Agenda Request – Jasper County BOC**

**Department:** Elections

**Date:** January 12, 2024

**Subject:** City of Monticello 2024 Municipal Elections – Intergovernmental Agreement

#### **Summary:**

An intergovernmental Agreement is needed between Jasper County and the City of Monticello in order for the county to perform the 2024 Municipal Elections for the City.

#### **Background:**

The City of Monticello contracts with the County to perform the municipal elections on their behalf.

#### **Cost:**

There is no cost to the county other than use of County facilities. The Elections are held at the Jasper County Courthouse. The City of Monticello pays all costs associated with their elections.

#### **Recommended Motion:**

Authorize Chairman to sign the IGA – “Agreement By Monticello and Jasper For Monticello Elections 2024”.

## AGREEMENT BY MONTICELLO AND JASPER FOR MONTICELLO ELECTIONS 2024

This Agreement ("Agreement") is entered January 9, 2024 by Monticello, through its Mayor and Council ("City") and Jasper County, through its Board of Commissioners ("County"), consented to by Jasper County Probate Court, Andrea W. Brown, Judge.

WHEREAS, City requests services of County to conduct 2024 municipal elections including March Special Election, with County Voting Equipment, and 36-70-20 *et seq.* provide that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, 21-2-45(c) authorizes the governing authority to conduct elections; and

WHEREAS, the public will benefit from this arrangement; and

WHEREAS, Georgia Constitution *Art. X, Sec. 3, Par. 1(a)*, provides public agencies may contract for services the parties are authorized by law to undertake or provide; and

WHEREAS, City has per 21-2-45(c), authorized the Probate Judge to conduct City's March 2024 Special Municipal Election, hereinafter "City Election"; and

WHEREAS, City requests the Election Superintendent to perform all duties as superintendent of elections under OCGA Title 21, Chapter 2, except qualification; and

NOW THEREFORE, in consideration of these mutual undertakings and covenants, and for other and further valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

1. Recitals. The foregoing recitals, each being true, are made a part hereof by reference.
2. Duties of City. All matters pertaining to and all decisions concerning qualifications of candidates shall be determined by City Clerk or designee, per Georgia Election Code, Rules of State Election Board and City Charter and Ordinances. City shall submit a certified list of candidates who have qualified for offices not later than noon after close of qualifying per 21-2-132. City will be responsible for: half of the cost of the electricity for Saturday voting at the courthouse; All necessary legal ads to Legal Organ; Qualifying of candidates; Payment of Ballot Order to Tattnall Printing (~ \$ \_\_\_\_\_ + shipping); All postage for mail-in absentee ballots; Cost of ballot security paper provided by Dominion (\$ \_\_\_\_\_); cost of Media to store election results (\$ \_\_\_\_\_); compensating poll workers, registrars and staff (\$ \_\_\_\_\_); Checks for Election Superintendent, Registrar, and 2 staff members for Registrar made out directly to those individuals by City); Total cost to conduct election: \$ \_\_\_\_\_ + ballots + postage.
3. Duties of Election Superintendent. Election Superintendent shall perform: Election planning; Hiring and training of poll workers; Preparation of electors list; Absentee and early voting; Ordering and packing of supplies; Election day coverage; Auditing of election results; Certification and packing of supplies; Arranging for Database; Ordering of ballots from Tattnall Printing; Loading Election Project onto EMS server; Creation of Media for loading the ICX-BMD, ICP and ICC devices; Setting up the ICC Scanners for Absentee and Provisional Scanning; Setting up system for Adjudication; Loading election on an ICX-BMD and testing installation; Performing L&A Testing on Poll Pads, ICX-BMD, ICP, and ICC Units; Upload memory cards after election; Creation of Post-Election Reports; Such other reasonable and necessary duties and services as required.

4. Term. This Agreement will be effective immediately on both parties' execution.
5. Legal Matters. County shall not be financially responsible for any liability from or furnishing of any services in the form of legal opinions or defenses in connection with litigation arising by reason of City elections. All legal services and defenses of litigation required by Election Superintendent, any member of the Board of Registrars, or person arising from elections under this contract shall be furnished by City Attorney. Should City Attorney for any reason fail to provide legal services, Superintendent shall have the authority to engage County Attorney at expense of City; provided however, all requests for legal assistance by County from City Attorney to provide such service shall be communicated in writing before City will be obligated to pay for legal services under this paragraph; provided, further, failure of City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed a refusal to furnish such services. County shall notify City in writing of its determination that City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which City shall be responsible.
6. Termination. This will terminate once County has performed all of the necessary acts required by this contract, in conjunction with the March 2024 Special City Election.
7. Entire Agreement. This contains the entire agreement of City and County related to the issues herein, and no other oral or written representation or agreement between the parties and affecting the subject matter hereof shall have legal effect.
8. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid, or unenforceable because of laws or any rule or regulation of any governmental body, effective during its term, the intention is that the remaining parts shall not be affected thereby.
9. Venue. If any dispute arising out of or in connection with the Agreement, the sole proper forum for any cause of action shall be the Superior Court of Jasper County.
10. Time of the Essence. Time is and shall be of the essence of this agreement.
11. Strict Compliance. No failure of any party to exercise any power given hereunder or to insist on strict compliance with any obligation in this Agreement, and no custom or practice at variance with this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.
12. Drafter. This shall be construed without regard to who drafted it. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not be applicable.
13. Cooperation. The parties shall, at the request of the other, make, execute and deliver or obtain and deliver all documents and do or cause to be done all such other things which any party may reasonably require to effectuate the provisions and intentions of this Agreement.
14. Notices. All communications shall be given and delivered personally or sent certified mail, postage prepaid, addressed to the parties at their address of record. Copies to City shall go to [JR@LRALaw.com](mailto:JR@LRALaw.com). Copies to County shall go to [bfleming@flemingnelson.com](mailto:bfleming@flemingnelson.com).
15. Counterparts. This may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A scanned or fax signature



shall be treated the same as an original signature and any party may rely on a scanned or facsimile signature of the party on this.

16. Authority. Each party represents and warrants that it has full capacity and authority to enter into this; the person executing this on its behalf has full authority to do so; and this constitutes an obligation which is valid and legally binding against it and which is enforceable against it per its terms.

17. Assignment. No party shall sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof or of any right, title or interest therein, or any obligations thereunder, without written consent of the other parties.

18. Counseled Agreement. The Parties relied on legal advice of their attorneys, or have been advised they are free to seek the advice of an attorney of their choice and the terms of this have been read and are fully understood and voluntarily accepted by the Parties.

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed under seal by their respective duly authorized representatives as of the date above written.

CITY OF MONTICELLO

By: Deborah Thunen  
Mayor

Attest: Carmethia Pennanion  
City Clerk

APPROVED AS TO FORM:

Joe Reitzman  
City Attorney

JASPER COUNTY, GEORGIA:

By: \_\_\_\_\_  
Chairman, Board of Commissioners

Attest: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

PROBATE JUDGE / ELECTION SUPERINTENDENT

Andrea W. Brown

Consented to by Jasper County Probate Court, Andrea W. Brown, Judge, Election Superintendent

**Business Item 3:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** January 12, 2024

**Subject:** Moratorium on Accepting Subdivision Preliminary Plats

**Summary:**

Board discussion requested regarding extending the current moratorium on accepting subdivision preliminary plats.

The last day of the current moratorium is February 9, 2024.

**Background:**

At the October 2, 2023 BOC Meeting, the moratorium on accepting subdivision preliminary plats was extended with the last date of the moratorium being February 9, 2024.

**Cost:**

**Recommended Motion:**

Board Discretion

**A RESOLUTION OF THE JASPER COUNTY BOARD OF COMMISSIONERS  
TO EXTEND A MORATORIUM ON THE ACCEPTANCE OF SUBDIVISION  
PRELIMINARY PLATS FOR A PERIOD NOT TO EXCEED \_\_\_\_\_ DAYS.**

**WHEREAS**, the Jasper County Board of Commissioners desires to extend a moratorium on accepting Subdivision Preliminary plats,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Jasper County, Georgia as follows:

1. The Jasper County Board of Commissioners does hereby extend the moratorium on accepting Subdivision Preliminary Plats for a period not to exceed \_\_\_\_\_ days.
2. This Resolution shall be effective upon a majority vote by the Board of Commissioners.

So resolved this 12<sup>th</sup> day of January 2024, the public's health, safety and welfare demanding it.

**JASPER COUNTY BOARD OF COMMISSIONERS**

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**Bruce Henry, Chairman**

**Attest:**

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**Sheila Belcher, County Clerk**

**Business Item 4:**

**Agenda Request – Jasper County BOC**

**Department:** Planning and Zoning

**Date:** January 12, 2024

**Subject:** Moratorium on Rezoning Property

**Summary:**

Board discussion requested regarding extending the current moratorium on accepting requests for residential and commercial rezoning applications..

The last day of the current moratorium is January 29, 2024.

**Background:**

At the October 2, 2023 BOC Meeting, the moratorium on accepting requests for residential and commercial rezoning applications was extended with the last date of the moratorium being January 29, 2024.

**Cost:**

**Recommended Motion:**

Board Discretion

**A RESOLUTION OF THE JASPER COUNTY BOARD OF COMMISSIONERS  
TO EXTEND THE MORATORIUM ON ACCEPTING COMMERCIAL AND  
RESIDENTIAL RE-ZONING APPLICATIONS FOR A PERIOD NOT TO EXCEED  
\_\_\_\_\_ DAYS.**

**WHEREAS**, at the October 2, 2023 Meeting, the BOC extended a resolution imposing a moratorium on accepting commercial and residential rezoning applications. The moratorium terminates on the earlier date of January 29, 2024.

**WHEREAS**, the Jasper County Board of Commissioners desires to extend the moratorium,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Jasper County, Georgia as follows:

1. The Jasper County Board of Commissioners does hereby extend the moratorium on accepting Commercial and Rezoning applications for a period not to exceed \_\_\_\_\_ days.
2. This Resolution shall be effective upon a majority vote by the Board of Commissioners.

So resolved this 12<sup>th</sup> day of January 2024, the public's health, safety and welfare demanding it.

**JASPER COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**Bruce Henry, Chairman**

**Attest:**

\_\_\_\_\_  
**Sheila Belcher, County Clerk**

## **Business Item 5:**

### **Agenda Request – Jasper County BOC**

**Department:** Roads & Bridges

**Date:** January 12, 2024

**Subject:** No Thru Trucks Signage Request to GDOT Resolution

#### **Summary:**

The Jasper County BOC intends to request for GDOT to install No Thru Truck signage on the following State Route locations.

SR 11 North intersection at Jackson Lake Rd  
SR 212 West intersection at Jackson Lake Rd  
SR 16 West intersection at Jackson Lake Rd

SR 11 North intersection at Bethel Church Rd  
SR 212 West intersection at Bethel Church Rd  
SR 16 West intersection at Bethel Church Rd

SR 212 West intersection at Harvey Lane Rd  
SR 16 West intersection at Harvey Lane Rd

#### **Background:**

Jasper County is part of the GDOT District in Tenille Ga.

Request was made to GDOT for installation of No Thru Truck signage on State Routes at certain County Road intersections prior to turning onto County roads.

GDOT Traffic Engineer at GDOT District Office in Tenille Ga stated the following:  
Signage not allowed on GDOT ROW.

Suggested County signage be positioned on County ROW installed at angles to allow truck traffic to see signage prior to turning.

County NO Thru Truck signage has been observed on State ROW in other GDOT Districts. Such as in Butts County:

State Route 16 and Higgins Road  
State Route 16 and High Falls Road/England Chapel Road

No Thru Truck Signage is more effective when the signage is installed on the State road prior to turning

**Cost:** Based on number and size of signs installed.

#### **Recommended Motion:**

Authorize Commissioners to sign Resolution # 01122024-3 requesting GDOT to install No Thru Truck signage on the GDOT Routes as presented.

A RESOLUTION OF THE JASPER COUNTY BOARD OF COMMISSIONERS TO  
REQUEST SIGNAGE PLACEMENT ON STATE ROUTES

Jasper County Board of Commissioners have installed No Thru Truck signage on the following County roads:

- Jackson Lake Road
- Bethel Church Road
- Harvey Lane

In order for drivers to obey No Thru Truck signage, there needs to be signage on the state route prior to turning on the county road. The Jasper County Board of Commissioners is requesting No Thru Truck signage to be installed on the following State Right-of-ways:

SR 11 North intersection at Jackson Lake Rd  
SR 212 West intersection at Jackson Lake Rd  
SR 16 West intersection at Jackson Lake Rd

SR 11 North intersection at Bethel Church Rd  
SR 212 West intersection at Bethel Church Rd  
SR 16 West intersection at Bethel Church Rd

SR 212 West intersection at Harvey Lane Rd  
SR 16 West intersection at Harvey Lane Rd

So, resolved this 12<sup>th</sup> day of January 2024, the public's health, safety and welfare demanding it.

**JASPER COUNTY BOARD OF COMMISSIONERS**

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Bruce Henry, Chairman

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Steven Ledford, Vice-Chairman

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Don Jernigan

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Sheila Jones

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Asher Gray

**Business Item 6:**

**Agenda Request – Jasper County BOC**

**Department:** Tax Assessor

**Date:** January 12, 2024

**Subject:** Green Space and Community Property Ad Valorem Taxation

**Summary:**

Discussion requested regarding ad valorem taxation treatment of subdivision green space and community property.

**Background:**

The Jasper County Board of Assessors has provided a position statement regarding ad valorem taxation treatment of subdivision green space and community property.

**Cost:**

**Recommended Motion:**

Board Discretion



January 8, 2024

To: Jasper County Board of Commissioners  
Mike Benton, County Manager

From: Londa Champion  
Chairman, Jasper County Board of Assessors

Re: Green space and Common Areas

Jasper County Board of Commissioners,

Thank you for taking the time to confer with the Board of Assessors and Assessor's Office regarding making a green space and common space ad valorem taxation.

It is the opinion of the Ga Dept. of Revenue and therefore; my personal opinion, that green space or community property holds no fair market value.

Please refer to Ga Dept of Revenue Rules and Regulations: 560-11-10-.09

(4)(d) Special procedures. The appraisal staff shall observe the special procedures contained in this subparagraph when appraising the described property types.

1. Valuation of common areas. The appraisal staff shall take into account the extent that the fair market value of individually owned units in a residential subdivision, planned commercial development, or condominium also represents the fair market value of any ownership interest in any common area that is conveyed with the individually owned units. When the appraisal staff determines that the fair market value of the common area is included in the fair market value of the individually owned units, the appraisal staff may recommend a nominal assessment of the common area parcel. When the appraisal staff makes such a determination, the fair market value of residual interests not conveyed to the owners of the individually owned units shall be appraised and an assessment recommended to the board of tax assessors.

I have reached out to our attorney Thomas J. Watkins, Jr. at Fleming & Nelson, LLP, for advice. As of 2pm today, I still have not gotten a response. I want to make sure we are not missing any case law to may contradict this opinion.

In response to Turtle Cove Golf Course; my personal opinion and I feel if consulted, The Board of Assessors would agree is that since this has already been tested and appealed, we would uphold the ruling of the Appeals court..

As far as the economic justification for exempt green space and common area ad valorem taxation:  
It is my opinion that creating green space and or common areas make for a more appealing community, which in turn allow greater fair market values to the taxable parcels, therefore offsetting any perceivable loss of revenue for the county.

If you have any further questions, please feel free to contact me. Mr. Mike Benton has all my contact information.

Thank You,

Londa Champion Chairman, Jasper County Board of Tax Assessors

**Business Item 7:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** January 12, 2024

**Subject:** County Appropriations Review

**Summary:**

Review of county appropriations to nonprofits has been requested. A 20 year history of appropriations is included.

**Background:**

**Cost:**

**Recommended Motion:**

		FY 2004 Approved Budget	FY 2005 Approved Budget	FY 2006 Approved Budget	FY 2007 Approved Budget
<b>09000</b>	<b>OTHER SOURCES/(USES)</b>				
<b>00057</b>	<b>OTHER COSTS</b>				
572015	JMH INDIGENT TRANSPORT				
572030	JASPER COUNTY DFCS	23,000	23,000	23,000	23,000
572040	FOOD PROGRAM - DFCS	3,000	3,000	3,000	-
572050	SENIOR CENTER	17,304	17,844	17,844	18,000
572060	CONSERVATION SALARY - NEWTON CO BOC	3,500	3,500	3,500	4,800
572070	JASPER CO BOE - 50% ALCOHOL EXCISE TAX	65,000	65,000	65,000	65,000
572080	PUTNAM/JASPER SUPPORT SERVICES	2,400	6,000	4,800	7,200
572100	AZALEA REGIONAL LIBRARY SYSTEM	66,567	73,067	58,454	72,500
572101	AZALEA REGIONAL LIBRARY - 2% LOST	-	-	-	-
572110	GA FORESTRY COMMISSION	6,332	6,228	6,228	6,300
572179	FAMILY CONNECTION	6,000	7,000	6,000	6,000
572180	FAMILY CONNECTION REIMBURSEMENT				
572190	CHAMBER OF COMMERCE	2,000	2,000	2,000	2,000
572175	JASPER COUNTY PUBLIC FACILITIES AUTHORITY	-	-	-	-
572200	FOUR COUNTY DEV AUTH	42,500	42,500	68,234	68,000
573000	JASPER COUNTY WATER SEWER AUTH	12,225	36,000	-	-
<b>SUBTOTAL:</b>	<b>OTHER SOURCES/(USES)</b>	<b>249,828</b>	<b>285,139</b>	<b>258,060</b>	<b>272,800</b>
<b>09500</b>	<b>COMPONENT UNITS</b>				
<b>00061</b>	<b>OTHER SOURCES/(USES)</b>				
611200	JASPER COUNTY HEALTH DEPT.	58,063	58,063	58,063	80,897
611300	ECONOMIC DEVELOPMENT AUTHORITY	63,480	69,480	56,384	28,500
611400	E911 JOINT COUNTY AUTHORITY	258,598	274,301	240,000	237,600
<b>SUBTOTAL:</b>	<b>COMPONENT UNITS</b>	<b>380,141</b>	<b>401,844</b>	<b>354,447</b>	<b>346,997</b>
<b>SUBTOTAL:</b>	<b>COMPONENT UNIT TRANSFERS</b>	<b>629,969</b>	<b>686,983</b>	<b>612,507</b>	<b>619,797</b>

		FY 2008 Approved Budget	FY 2009 Approved Budget	FY 2010 Approved Budget	FY 2011 Approved Budget	FY 2012 Approved Budget
<b>09000</b>	<b>OTHER SOURCES/(USES)</b>					
<b>00057</b>	<b>OTHER COSTS</b>					
572015	JMH INDIGENT TRANSPORT					
572030	JASPER COUNTY DFCS	23,000	23,000	21,030	6,960	13,920
572040	FOOD PROGRAM - DFCS	-	-	-	-	-
572050	SENIOR CENTER	25,000	-	-	-	-
572060	CONSERVATION SALARY - NEWTON CO BOC	4,800	4,800	3,000	1,500	3,000
572070	JASPER CO BOE - 50% ALCOHOL EXCISE TAX	65,000	65,000	62,000	31,000	62,000
572080	PUTNAM/JASPER SUPPORT SERVICES	7,200	7,200	7,200	2,880	5,760
572100	AZALEA REGIONAL LIBRARY SYSTEM	-	97,500	89,147	35,660	71,320
572101	AZALEA REGIONAL LIBRARY - 2% LOST	-	-	-	-	-
572110	GA FORESTRY COMMISSION	5,991	6,000	6,000	8,400	16,800
572179	FAMILY CONNECTION	7,500	7,500	7,500	3,000	6,000
572180	FAMILY CONNECTION REIMBURSEMENT				-	-
572190	CHAMBER OF COMMERCE	2,000	2,000	2,000	125	250
572175	JASPER COUNTY PUBLIC FACILITIES AUTHORITY	-			-	-
572200	FOUR COUNTY DEV AUTH	68,000	68,000	58,000	21,000	42,000
573000	JASPER COUNTY WATER SEWER AUTH	-	-	-	-	-
<b>SUBTOTAL:</b>	<b>OTHER SOURCES/(USES)</b>	<b>208,491</b>	<b>281,000</b>	<b>255,877</b>	<b>110,525</b>	<b>221,050</b>
<b>09500</b>	<b>COMPONENT UNITS</b>					
<b>00061</b>	<b>OTHER SOURCES/(USES)</b>					
611200	JASPER COUNTY HEALTH DEPT.	65,000	65,000	59,431	23,772	47,544
611300	ECONOMIC DEVELOPMENT AUTHORITY	28,500	28,500	26,059	10,424	20,848
611400	E911 JOINT COUNTY AUTHORITY	237,600	264,500	241,840	109,565	226,144
<b>SUBTOTAL:</b>	<b>COMPONENT UNITS</b>	<b>331,100</b>	<b>358,000</b>	<b>327,330</b>	<b>143,761</b>	<b>294,536</b>
<b>SUBTOTAL:</b>	<b>COMPONENT UNIT TRANSFERS</b>	<b>539,591</b>	<b>639,000</b>	<b>583,207</b>	<b>254,286</b>	<b>515,586</b>

		FY 2013 Approved Budget	FY 2014 Approved Budget	FY 2015 Approved Budget	FY 2016 Approved Budget	FY 2017 Approved Budget
<b>09000</b>	<b>OTHER SOURCES/(USES)</b>					
<b>00057</b>	<b>OTHER COSTS</b>					
572015	JMH INDIGENT TRANSPORT					
572030	JASPER COUNTY DFCS	13,920	10,275	10,375	10,375	10,375
572040	FOOD PROGRAM - DFCS	-	-	-	-	-
572050	SENIOR CENTER	-	-	-	-	-
572060	CONSERVATION SALARY - NEWTON CO BOC	3,000	3,000	3,000	3,000	3,000
572070	JASPER CO BOE - 50% ALCOHOL EXCISE TAX	62,000	32,000	32,000	25,000	21,585
572080	PUTNAM/JASPER SUPPORT SERVICES	5,760	5,760	5,760	5,760	5,760
572100	AZALEA REGIONAL LIBRARY SYSTEM	71,320	89,320	89,320	98,044	98,044
572101	AZALEA REGIONAL LIBRARY - 2% LOST	-	-	(19,675)	11,300	9,200
572110	GA FORESTRY COMMISSION	16,400	16,400	16,003	16,003	16,003
572179	FAMILY CONNECTION	6,000	6,000	6,000	8,500	8,500
572180	FAMILY CONNECTION REIMBURSEMENT					
572190	CHAMBER OF COMMERCE	250	32,620	32,620	38,400	38,400
572175	JASPER COUNTY PUBLIC FACILITIES AUTHORITY	-	-	-	-	-
572200	FOUR COUNTY DEV AUTH	56,228	62,029	61,227	57,628	57,000
573000	JASPER COUNTY WATER SEWER AUTH	-	-	-	-	42,900
<b>SUBTOTAL:</b>	<b>OTHER SOURCES/(USES)</b>	<b>234,878</b>	<b>257,404</b>	<b>236,630</b>	<b>274,010</b>	<b>310,767</b>
<b>09500</b>	<b>COMPONENT UNITS</b>					
<b>00061</b>	<b>OTHER SOURCES/(USES)</b>					
611200	JASPER COUNTY HEALTH DEPT.	47,544	47,544	49,970	54,967	54,967
611300	ECONOMIC DEVELOPMENT AUTHORITY	22,948	41,502	60,002	107,513	107,513
611400	E911 JOINT COUNTY AUTHORITY	264,130	247,430	245,250	267,200	351,173
<b>SUBTOTAL:</b>	<b>COMPONENT UNITS</b>	<b>334,622</b>	<b>336,476</b>	<b>355,222</b>	<b>429,680</b>	<b>513,653</b>
<b>SUBTOTAL:</b>	<b>COMPONENT UNIT TRANSFERS</b>	<b>569,500</b>	<b>593,880</b>	<b>591,852</b>	<b>703,690</b>	<b>824,420</b>

		FY 2018 Approved Budget	FY 2019 Approved Budget	FY 2020 Approved Budget	FY 2021 Approved Budget	FY 2022 Approved Budget
<b>09000</b>	<b>OTHER SOURCES/(USES)</b>					
<b>00057</b>	<b>OTHER COSTS</b>					
572015	JMH INDIGENT TRANSPORT				14,000	14,000
572030	JASPER COUNTY DFCS	10,375	10,375	10,375	10,375	10,375
572040	FOOD PROGRAM - DFCS	-	-	-	-	-
572050	SENIOR CENTER	-	-	-	-	-
572060	CONSERVATION SALARY - NEWTON CO BOC	3,000	3,000	3,000	3,000	3,000
572070	JASPER CO BOE - 50% ALCOHOL EXCISE TAX	27,460	32,500	34,000	34,000	32,500
572080	PUTNAM/JASPER SUPPORT SERVICES	5,760	5,760	5,760	5,760	5,760
572100	AZALEA REGIONAL LIBRARY SYSTEM	99,044	101,085	100,043	100,043	96,943
572101	AZALEA REGIONAL LIBRARY - 2% LOST	11,200	11,900	12,942	12,942	17,500
572110	GA FORESTRY COMMISSION	16,003	15,876	15,876	15,876	15,876
572179	FAMILY CONNECTION	8,500	8,500	8,500	8,500	8,500
572180	FAMILY CONNECTION REIMBURSEMENT				48,000	48,000
572190	CHAMBER OF COMMERCE	38,400	38,400	38,400	44,000	44,000
572175	JASPER COUNTY PUBLIC FACILITIES AUTHORITY	-	-	-	-	10,000
572200	FOUR COUNTY DEV AUTH	66,100	-	-	-	-
573000	JASPER COUNTY WATER SEWER AUTH	42,900	42,900	42,900	42,900	42,900
<b>SUBTOTAL:</b>	<b>OTHER SOURCES/(USES)</b>	<b>328,742</b>	<b>270,296</b>	<b>271,796</b>	<b>339,396</b>	<b>349,354</b>
<b>09500</b>	<b>COMPONENT UNITS</b>					
<b>00061</b>	<b>OTHER SOURCES/(USES)</b>					
611200	JASPER COUNTY HEALTH DEPT.	54,967	54,967	54,967	54,967	57,517
611300	ECONOMIC DEVELOPMENT AUTHORITY	107,513	107,513	107,513	107,513	107,513
611400	E911 JOINT COUNTY AUTHORITY	348,395	353,445	362,715	362,715	362,715
<b>SUBTOTAL:</b>	<b>COMPONENT UNITS</b>	<b>510,875</b>	<b>515,925</b>	<b>525,195</b>	<b>525,195</b>	<b>527,745</b>
<b>SUBTOTAL:</b>	<b>COMPONENT UNIT TRANSFERS</b>	<b>839,617</b>	<b>786,221</b>	<b>796,991</b>	<b>864,591</b>	<b>877,099</b>

		FY 2023 Approved Budget	FY 2024 Approved Budget
<b>09000</b>	<b>OTHER SOURCES/(USES)</b>		
<b>00057</b>	<b>OTHER COSTS</b>		
572015	JMH INDIGENT TRANSPORT	-	-
572030	JASPER COUNTY DFCS	10,375	10,375
572040	FOOD PROGRAM - DFCS	-	-
572050	SENIOR CENTER	-	-
572060	CONSERVATION SALARY - NEWTON CO BOC	3,000	3,000
572070	JASPER CO BOE - 50% ALCOHOL EXCISE TAX	34,000	34,000
572080	PUTNAM/JASPER SUPPORT SERVICES	5,760	5,760
572100	AZALEA REGIONAL LIBRARY SYSTEM	97,260	103,600
572101	AZALEA REGIONAL LIBRARY - 2% LOST	22,000	26,400
572110	GA FORESTRY COMMISSION	15,876	15,876
572179	FAMILY CONNECTION	8,500	8,500
572180	FAMILY CONNECTION REIMBURSEMENT	52,500	-
572190	CHAMBER OF COMMERCE	44,000	44,000
572175	JASPER COUNTY PUBLIC FACILITIES AUTHORITY	-	-
572200	FOUR COUNTY DEV AUTH	-	-
573000	JASPER COUNTY WATER SEWER AUTH	42,900	42,900
<b>SUBTOTAL:</b>	<b>OTHER SOURCES/(USES)</b>	<b>336,171</b>	<b>294,411</b>
<b>09500</b>	<b>COMPONENT UNITS</b>		
<b>00061</b>	<b>OTHER SOURCES/(USES)</b>		
611200	JASPER COUNTY HEALTH DEPT.	71,361	72,102
611300	ECONOMIC DEVELOPMENT AUTHORITY	107,513	111,413
611400	E911 JOINT COUNTY AUTHORITY	511,171	537,092
<b>SUBTOTAL:</b>	<b>COMPONENT UNITS</b>	<b>690,045</b>	<b>720,608</b>
<b>SUBTOTAL:</b>	<b>COMPONENT UNIT TRANSFERS</b>	<b>1,026,216</b>	<b>1,015,019</b>



Budget Request for Jasper Co Department of Family and Children Services:

The agency is requesting \$10,375.

Use: Requested fund \$10,000.00 will be used to provide expenses for our foster care children to provide stability through guardianship, adoption, or reunification. This money also covers expenses the state does not cover in order to prevent removal of children into foster care by providing assistance with utilities, clothing, rent, repairs to homes, and educational expenses such as supplies. Other services are extracurricular activities, sports/club related expenses, field trips, haircuts, clothing, etc.

1. Jasper Co DFCS is also seeing a growing need for assistance with utilities and housing cost associated with families in the Investigations and Family Preservation stages. To use funds for this, the family must be able to maintain by showing employment or tentative employment. This funding source is critical as it prevents children from unnecessary being placed outside the home or in foster care.

Budget has allowed:

1. Jasper County DFCS has seen a decrease of children entering foster care because we have been able to utilize these funds to safely maintain children either in their homes or in voluntary kinship placements.
2. The State provides a limited amount of funds, and the agency must use this funding source to cover any expenses that are not covered by the state.

Please consider the full funding request. I am available to each of you for any questions via phone or in person. Our County Commissioners are instrumental in our success in the Jasper County Community.

Sincerely,

**Maranda Evins**

Maranda Evins  
County Director of Putnam Department of Family and Children Services





**Putnam Jasper Association For Mentally Handicapped, Inc.  
dba Putnam Jasper Support Services**

149 Sara Lee Drive NW  
Eatonton, Georgia 31024  
706-485-8391 (Phone) 706-749-8034 (Fax)



*Ann H. Phillips, Director*

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March 14, 2023

Larissa C. Ruark  
Jasper County Board of Commissioners  
126 West Greene Street, Suite 18  
Monticello, Georgia 31064

Dear Ms. Ruark,

Thank you for the opportunity to be included in Jasper County's FY24 budget appropriation. We humbly request any amount of money that may be appropriated for use by our program.

Our program has increased in individuals served by twenty percent in the last six months. We have gained eight (8) new clients; therefore we now have a total of fifty in our Day Program. We have eleven families in our CLS (Community Living Support) program that we serve in the home. We are presently looking for and taking applications to hire certified nursing assistants for the CLS families.

Putnam Jasper does not receive allocated funds to pay salaries, utilities expenses, or any associated vehicle or gas expenses. We receive our funding by billing for services after these services have been provided. Therefore, any money that Jasper County can approve for our program is very much appreciated. Thirty-Five percent of our clients live in Jasper County and forty-five percent of all staff live in Jasper County.

Sincerely,

A handwritten signature in cursive script that reads "Ann H. Phillips".

Ann H Phillips, M.S.  
Director/CEO



# Azalea Regional Library System

*Serving Greene, Hancock, Jasper, Morgan, Putnam, and Walton Counties*

1121 East Avenue  
Madison, Georgia 30650

[www.azalealibraries.org](http://www.azalealibraries.org)

Phone: (706) 342-4974  
Fax: (706) 342-4510

March 7, 2023

Ms. Larissa Ruark  
Chief Accounting Officer  
Jasper County Board of Commissioners  
126 W. Greene Street, Suite 18  
Monticello, GA 31064

Dear Ms. Ruark,

The Azalea Regional Library System requests \$130,000.00 in financial support for Fiscal Year 2024 to fund the Jasper County Library. The funding requested is an increase of \$9,926.00 over the amount granted by the Board of Commissioners in Fiscal Year 2023 for overall operational support.

The award-winning Jasper County Library is a hub of the community, providing the residents of Jasper County with exceptional customer service, reliable information from experienced and trained staff, and ready access to many vital resources and services. We have a vast portfolio of community partners and organizations that support our efforts to bring literacy-based programs and activities to all ages, and many volunteers who give their valuable time to help us effectively serve and provide for the community. The overall population of Jasper County has continued to increase, at a rate of about 1% between 2021 and 2022, and this upward trend continues to have a substantial impact on our libraries. We have seen more new families visiting their local library and signing up for a library card. There were an estimated 7,152 visits made to the library in FY22, a significant increase over FY21's 1,262 visits. Also in FY22, library materials circulated over 17,774 times, a five-fold increase over FY21 circulation. Last year, over 500 children and families attended programs and activities, and computer usage remained high with approximately 1,000 public computer sessions and over 900 wireless sessions being recorded. Jasper County residents depend on and utilize their hometown library every day and we anticipate patronage to continue increasing in the coming years.

We greatly appreciate the continued support of the Jasper County Board of Commissioners for the Jasper County Library. Thank you for this opportunity to openly communicate our needs for consideration. Enclosed is a fully detailed allocation request for funding in Fiscal Year 2024. Please contact me at (706) 342-4974 x1010 or via email at [sbrown@azalealibraries.org](mailto:sbrown@azalealibraries.org) if you have questions or require further documentation.

Sincerely,

*Stacy Brown*

Stacy Brown, AZRLS Executive Director

Enclosure: Budget Allocation Request, Fiscal Year 2024

## Jasper County Library Budget Allocation Request, FY 2024

### **A. Description of the programs and activities supported by County taxes or other County revenue.**

The Jasper County Library is dedicated to serving all residents by providing them with access to a wide offering of educational, informational, and recreational resources and services in order to promote and further education, improve literacy, and support lifelong learning.

Throughout FY 2023, the library offered a wide variety of programs and services in order to provide for residents and to continue to meet community needs as the coronavirus pandemic lingered. The library offered public computer access and free, 24/7 wifi so patrons could easily connect from the library parking lot to complete class assignments or conduct personal business. Copying, faxing, proctoring, and notary services were available and curbside service, phone and online chat support, personalized book selection, and virtual reference services continued to be a popular offering. Jasper County impact fees enabled the libraries to provide residents with new books and patron requested titles, best sellers and award-winning books, and board books.

The PLAY (PINES Library Access for Youth) student library card partnership with the Jasper County School District continues to be very successful. As of January 30, 2023, over 3,000 public school children in Jasper County had access to the PLAY student library card. In the first half of FY 2023, students checked out 210 physical library books, in addition to accessing digital book content. The library also expanded their e-collection through the addition of hoopla, a digital streaming service that allows simultaneous downloads of e-books, e-audiobooks, comics, music, and movies. Patrons remain pleased with this new offering and it has quickly become a favorite with book clubs, as all members can read or listen to the same book at the same time. A significant number of music and movie offerings have also been checked out.

Through two separate grants, one in FY 2022 and one in FY 2023, Chromebooks, hotspots, and Playaway Launchpads were added to the new AZRLS Technology Lending Program. Jasper County patrons checked out lendable technology 60 times in FY 2022, and 27 times in the first half of FY 2023. An increase of 5% in usage is projected for FY 2023 as the program continues to gain in popularity with County residents. Hotspots have been extremely popular with patrons who work from home or live in areas with limited broadband, and Launchpads have been in high demand from families who appreciate having access to vetted, internet-free educational devices for their children.

During June and July 2022, the library's county-wide summer reading program was well attended and patrons were excited about being back in the building and attending the programs and activities that were offered. Patrons enjoyed visits from magicians, musical performances, storytimes and storytellers, petting zoos, and reptile shows. Plans for this year's summer reading program are already underway using the theme, "All Together Now," and the library will focus on collaborating with local community partners to promote and further literacy throughout the entire County and combat summer slide.

Throughout the year, the Jasper County Library provided interactive storytimes, Lego building family nights, and a variety of educational programs for patrons of all ages. The library also offered toddler music and movements programs as part of a Georgia Council for the Arts Vibrant Communities grant, which was awarded to the library last year. Residents continued to stay informed about the library through print and electronic means, including

## Jasper County Library Budget Allocation Request, FY 2024

social media posts, newspaper articles and announcements, print and electronic newsletters, and library blogs promoting new materials and book and movie reviews.

The library is currently creating an interactive and educational learning lab (Makerspace) to complement the school district's STEM programs, and to serve as an interactive space for students and teachers, homeschool groups, and youth of all ages to utilize for learning, discovery, and exploring. The space will contain a LEGO wall, storytime area, comfy seating, activity tables, and a designated programming area for a wide variety of activities.

The Azalea Regional Library System has moved to an endemic-level response to the continuing presence of COVID-19 and its variants. The Jasper County Library continues to safely provide library services and resources to the community while simultaneously ensuring the safety and well-being of the library staff. Regular business hours were restored in FY 2022, with little interruption in FY 2023. Staff continue to adapt and think creatively about programming while adding more program offerings for patrons. During FY 2023, there has been an increased focus on local outreach opportunities and the libraries have set up booths at local festivals and school events.

The Jasper County Library provides a wide variety of programs and activities that directly benefit the County's residents, including:

### **Basic Services:**

- Print books, including Large Print, graphic novels, and board books for toddlers.
- eBooks and Audiobooks:
  - A general collection for all patrons.
  - Early literacy collections for babies and toddlers.
  - A STEAM-focused collection for Jasper County's K-12 students.
  - OverDrive – digital access to hundreds of eBooks, Audiobooks, and digital magazines.
  - Hoopla – streaming: eBooks, eAudiobooks, music, movies, and more.
- Print Magazines and Newspapers (*including the legal organ*).
- CDs and DVDs.
- Reference and research assistance:
  - Genealogy, school projects, general reference, technology questions.
- Public computers and free, 24/7 Wi-Fi access (*also available from the parking lot*).
- AWE Early Learning Literacy Stations for ages 2-8 years - computers preloaded with 75+ literacy programs with over 4,000 localized learning activities.
- Self check-out stations and public scanners.
- Notary Services.
- Curbside Book Pick-up Service (permanent service).
- Selector Service - Personalized materials selection.
- Beanstack Reading Challenges (year-round reading prizes for children, teens, and adults).
- Technology Lending Program (check out a Chromebook, hotspot, Osmo game kit, or Launchpad).
- Access to digitized historical issues of *The Monticello News*.

## Jasper County Library Budget Allocation Request, FY 2024

- Inclusion in PINES (Public Information Network for Electronic Services), Georgia's "borderless library" lending/borrowing system that allows PINES library card holders free access to over 11 million books and other materials from participating libraries throughout the State. Access to the PINES app for android/iPhone.
- Access to GALILEO (Georgia Library Learning Online) Databases:
  - eREAD Kids (*eBooks and eAudio for pre-K to fourth grade*)
  - Ancestry, Library Edition & Heritage Quest (*genealogy research/resources*)
  - Mango Languages (*learning program for 70 world languages*)
  - Learning Express, which includes job and career resources
  - Digital Library of Georgia (*Georgia history, culture, and life resources*)
  - Gale Legal Forms (*Free legal forms and templates*)
- Access to GLS (Georgia Library Service for the Blind and Print Disabled), which supports accessible library services state-wide by promoting the use of assistive technology and providing accessible reading materials to those who, due to a visual disability, are unable to read standard print. Handheld magnifiers, large numbered keyboards, and reading devices are available for patron use.
- Proctoring services and tutoring spaces for students and homeschool groups.
- Conference room for community meetings and private work.
- ELI: Entrepreneurial Mindset Training Course - Free business training to guide patrons through establishing and operating a small business.
- Free family passes to attractions around the State:
  - Alliance Theater
  - Atlanta Zoo
  - The Breman Museum
  - Chattahoochee Nature Center
  - Georgia State Parks & Discovery Backpack
  - Georgia State Historic Sites
  - Go Fish Education Center
  - Macon Museums – Georgia Sports Hall of Fame, Museum of Arts & Sciences, and the Tubman Museum
  - Michael C. Carlos Museum at Emory University
  - Museum at The Center of the Puppetry Arts

*Circulation of these passes depend upon the rules and regulations of the sponsoring organizations. The libraries do not control when and how the passes can be used.*

### **Library Outreach Programs with:**

- Assisted living and retirement facilities (book delivery services)
- Jasper County School District - visits/partnerships
- Local private schools and daycares
- Booths at local festivals and farmers markets

### **Additional Library Programs:**

- PLAY student library card
- Weekly story times
- Student art shows
- Toddler Music and Movements programs

## Jasper County Library Budget Allocation Request, FY 2024

- STEAM/STEM (Science, Technology, Engineering, Arts & Architecture, Mathematics) programming
- Coffee and Canvas program for adults and seniors
- Community lecturers and local author visits/talks
- GAWD: Georgia Artist's with Disabilities touring exhibit

### **Partnerships with Local Community Groups**

- Jasper County School District
- Jasper County Chamber of Commerce
- Jasper County Cooperative Extension Office and 4-H program
- Friends of the Jasper County Library
- Children Read, Inc (*book donations*)



# Jasper County Library

## QUICK LOOK — FISCAL YEAR 2022




**5,911**  
**PINES Library Card**  
Users, including PLAY cards

**17,774**  
**Materials Circulated**



**648**  
Total Materials  
added to the  
Collection




CHECK OUT  
**FAMILY FUN PASSES**



Family Fun Passes  
Checked out **108** times  
Saving patrons  
hundreds in ticket costs!


Books received  
via PINES  
**2,397**



**PINES**




**655**  
eBooks and  
eAudiobooks  
downloaded



**2,243**  
Hours Open  
Weeks Open-42

**7,152** Visits



**Adult, Youth & Family Programs**


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Total Programs - 11  
Attendance - **539**

**Summer Reading Program  
June—July**

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Children Participated - **105**  
Books Read - **1,027**



Wireless Sessions  
**962**

24 Public - Access Internet Computers

**1,118**  
User Sessions



**74**  
Reference Questions  
Answered



**Jasper County Library**  
319 East Green Street  
Monticello, GA 31064  
(706) 468-6292

## Jasper County Library Budget Allocation Request, FY 2024

### **B. Explanation of changes to existing programs, new programs or activities to be funded in FY 2024.**

The Jasper County Library is dedicated to continuing to offer the best public library in the state to Jasper County residents, now and in the future. New services and programs are constantly being evaluated and implemented in order to provide an exceptional and memorable library experience for visitors of all ages. The library services that we have developed in response to the coronavirus pandemic, curbside service in particular, have proven to be very popular with patrons and has become a permanent part of our service offerings. Our Technology Lending Program (TLP) has also been popular and patrons regularly check out hotspots and Launchpads, as well as Chromebooks. Governor Kemp included public libraries in the Governor's Emergency Education Relief (GEER) fund and this has allowed AZRLS to add more Chromebooks to the existing TLP. The library also added holds pick-up lockers to their service offerings in FY 2023, which allow patrons to retrieve holds materials from an assigned outside locker after hours or when the library is closed. AZRLS is also planning to replace all public computers with new Chromebooks, provided by a state grant, and upgrade security camera systems in the library.

#### **Changes to Existing Programs:**

- *Basic Services*
  - Challenges with rapid County growth.
    - The overall population of Jasper County has continued to increase, at a rate of about 1% over the last several years, and this upward trend continues to have a substantial impact on our libraries. We have seen more new families visiting their local library and signing up for a library card. A funding increase will allow the library to keep up with rising operations costs associated with the increased patronage.
  - Increased personnel and insurance costs.
    - The library employs staff who are able to assist residents with their many different needs. They attend regular training and professional development sessions in order to be fully prepared to serve the public. While our retention rates have improved over the past year, some employees are still seeking a higher living wage and are finding employment at local businesses or driving outside the County for work. A funding increase would continue to help us improve recruitment and retention of valuable and well-trained staff.
- *Additional Library Programs*
  - Expand virtual and in-person STEAM (Science, Technology, Engineering, Arts & Architecture, Mathematics) programs and offerings.
  - Quarterly PINES Library Card registration campaigns.
  - Strengthen partnerships with local and county organizations such as the Chamber of Commerce, Jasper County Cooperative Extension Office, and Jasper County School District.



## Jasper County Library Budget Allocation Request, FY 2024

- *Outreach Programs*
  - Continue to provide programming to local organizations, daycares, summer camps, nursing facilities, youth and senior centers, and homeschool groups (*outside of the library*).
  - Targeted efforts to connect with underserved communities and strengthen ties with community stakeholders and partners.
  - Provide free and equitable access to quality resources and services that meet community needs. Serve as a source for reliable information and life-long learning.
- *Partnerships with Local Community Groups*
  - Strengthen outreach and partnership with Jasper County organizations and businesses. Provide on-site programming and arrange group visits to the library in order to utilize free resources, the makerspace, and PLAY cards, particularly for youth-centered organizations such as the local arts organizations and 4-H.
  - Continue to seek opportunities that would promote and further county-wide literacy efforts through partnership and collaboration.

## Jasper County Library Budget Allocation Request, FY 2024

**C. A list of the sources and amounts of all financial or in-kind resources, other than the Jasper County Board of Commissioners, supporting your program or activities.**

The city of Monticello contributes 2% of the LOST fees collected by the city to the library. The Jasper County School District contributes \$10,000 annually to the library.

The State of Georgia, through the Georgia Public Library Service (GPLS), provides funding to the entire Azalea Regional Library System to provide cost-effective and centralized administrative services. This indirect support includes, but is not limited to, Evergreen software integration, PINES network support, materials cataloging in the PINES network, online library catalogs through PINES, inter-library loan services, loan services with the University of Georgia, accounting and auditing functions, human resources and legal issues, publicity and community relations, staff training, delivery and courier service, and IT service and network support.

**D. A copy of the latest audit and findings or management points and a set of financial statements for your most recently ended fiscal quarter.**

Financial Statements enclosed:

- FY 2022 *\*preliminary statements; audit for FY22 is underway*
- FY 2023 (July 01, 2022 - December 31, 2022) *\*mid-year statements*

A copy of the final audit for FY 2022 will be provided to Jasper County upon completion.

# Azalea Regional Library

## Financial Report

As of June 30, 2022

\*\*\* It should be noted that this does not represent the final results of FY22 as there will be other activity that will need to be recorded that has not yet been received for processing.\*\*\*

	YTD Invoiced	Annual Budget	Percent
<b>102 - Jasper County Fund</b>			
Revenues/Includes Accounts Receivables			
05 Cities	\$10,354.68	\$5,000.00	207.094%
06 Board of Education	\$10,000.00	\$10,000.00	100.000%
07 County Commissioners	\$120,073.89	\$112,985.00	106.274%
10 Fund Raiser	\$0.20	\$15,762.00	0.001%
11 Fees and Fines	\$18,343.89	\$8,558.20	214.343%
11.5 Internet Access/Erate	\$2,065.92	\$2,166.00	95.380%
12 Grants, Projects, Interest	\$0.00	\$0.00	0.000%
13 Materials (Books) - Donors	\$0.00	\$4,123.93	0.000%
16 Programs	\$1,979.66	\$9,233.99	21.439%
17 Persons Transfer	\$50,000.00	\$0.00	0.000%
Total Revenues	<u>\$212,818.24</u>	<u>\$167,829.12</u>	<u>126.807%</u>
Expenses			
17 Personnel	\$101,672.03	\$82,349.38	123.464%
18 Utilities	\$11,402.61	\$18,446.00	61.816%
19 Background Checks-Credit Card Fees	\$145.70	\$830.00	17.554%
20 Supplies, Printing, Processing	\$3,104.51	\$1,600.00	194.032%
21 Professional Svcs, Dues, Fees	\$821.38	\$1,800.00	45.632%
22 Telecommunications	\$2,343.49	\$2,000.00	117.175%
23 Repair & Maintenance (Equipment)	\$2,004.48	\$2,000.00	100.224%
24 Building Repair	\$5,937.54	\$0.00	0.000%
25 Postage	\$0.00	\$50.00	0.000%
27 Travel	\$279.39	\$400.00	69.848%
28 Grounds, Cleaning	\$0.00	\$500.00	0.000%
29 Water, Sewer	\$1,120.34	\$1,700.00	65.902%
31 Equipment, Software	\$983.98	\$1,500.00	65.599%
32 Building/Trustee Bond Insurance	\$5,804.91	\$5,100.00	113.822%
34 Shared Costs - 1/9 / Transfer Out	\$17,667.84	\$17,667.82	100.000%
35 Materials (Books) - Local	\$177.28	\$1,433.55	12.367%
37 Materials (Books) - Donors	\$422.00	\$2,690.38	15.686%
41 Internet Access	\$2,405.00	\$2,766.00	86.949%
44 Seasonal Programs	\$2,852.14	\$9,233.99	30.887%
45 Fund Raiser	\$6,820.00	\$15,762.00	43.269%
Total Expenses	<u>\$165,964.62</u>	<u>\$167,829.12</u>	<u>98.889%</u>
<b>BEGINNING FUND BALANCE</b>	<b>\$25,581.91</b>		
<b>NET SURPLUS/(DEFICIT)</b>	<b>\$46,853.62</b>		
<b>ENDING FUND BALANCE</b>	<b>\$72,435.53</b>		

# Azalea Regional Library

## Financial Report

As of December 31, 2022

	YTD Invoiced	Annual Budget	Percent
<b>102 - Jasper County Fund</b>			
Revenues/Includes Accounts Receivables			
1 Cities	\$4,981.17	\$5,000.00	99.623%
2 Board of Education	\$10,000.00	\$10,000.00	100.000%
3 County Commissioners	\$59,829.72	\$119,260.00	50.167%
45 Fund Raiser	\$0.00	\$5,000.00	0.000%
4 Fines and Fees	\$4,133.11	\$8,558.20	48.294%
5 Internet Access/Erate	\$871.62	\$0.00	0.000%
6 Materials (Books) - Donors	\$28.65	\$500.00	5.730%
8 Materials (Books) - Impact	\$500.00	\$1,000.00	50.000%
9 Materials (Books) - State	\$4,405.00	\$8,810.00	50.000%
31 Programs	\$0.00	\$3,000.00	0.000%
46 Persons Fund	\$0.00	\$50,000.00	0.000%
Total Revenues	<u>\$84,749.27</u>	<u>\$211,128.20</u>	<u>40.141%</u>
Expenses			
11 Personnel	\$64,625.60	\$124,975.85	51.710%
12 Utilities	\$6,232.91	\$19,879.00	31.354%
13 Background Checks-Credit Card Fees	\$41.44	\$430.00	9.637%
14 Supplies, Printing, Processing	\$1,051.03	\$2,966.50	35.430%
15 Professional Svcs, Dues, Fees	\$0.00	\$2,604.00	0.000%
16 Telecommunications	\$2,475.86	\$3,100.00	79.866%
17 Repair & Maintenance (Equipment)	\$569.79	\$4,700.00	12.123%
18 Building Repair	\$586.74	\$7,456.00	0.000%
19 Postage	\$0.00	\$50.00	0.000%
21 Travel	\$139.00	\$345.00	40.290%
22 Grounds, Cleaning	\$0.00	\$500.00	0.000%
23 Water, Sewer	\$1,272.81	\$1,700.00	74.871%
24 Equipment, Software	\$217.50	\$1,500.00	14.500%
25 Building/Trustee Bond Insurance	\$4,660.00	\$2,023.00	230.351%
26 Shared Costs - 1/9 / Transfer Out	\$8,980.78	\$17,711.85	50.705%
27 Materials (Books) - Local	\$126.75	\$2,877.00	0.000%
32 Materials (Books) - Donors	\$207.68	\$500.00	41.536%
28 Materials (Books) - Impact	\$39.38	\$1,000.00	3.938%
28 Materials (Books) - State	\$2,286.73	\$8,810.00	25.956%
29 Internet Access	\$580.25	\$0.00	0.000%
31 Seasonal Programs	\$350.00	\$3,000.00	11.667%
45 Fund Raiser	\$0.00	\$5,000.00	0.000%
Total Expenses	<u>\$94,444.25</u>	<u>\$211,128.20</u>	<u>44.733%</u>
<b>BEGINNING FUND BALANCE</b>	<b>\$85,730.84</b>		
<b>NET SURPLUS/(DEFICIT)</b>	<b>(\$9,694.98)</b>		
<b>ENDING FUND BALANCE</b>	<b>\$76,035.86</b>		



# GEORGIA FORESTRY COMMISSION

5645 Riggins Mill Road  
Dry Branch, Ga 31020  
(478) 751-3469 FAX (478) 751-3465

INVOICE NO.  
**2024-079**

## INVOICE

### CUSTOMER

Name Jasper Co Commissioners  
Attention \_\_\_\_\_  
Address: 126 WEST GREENE ST., SUITE 18  
City Monticello  
State GA Zip: 31064

Date: July 1, 2023

Phone: 706-468-4900

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Ten Cents per acre - Fire Protection FY 2024 July 2023 Thru June 2024		15,876.00
<p>APPROVED FOR PAYMENT CHARGE TO ACCOUNT # <u>100-900-09000-00057-572110</u></p> <p>SIGNATURE DATE <u>[Signature]</u> <u>[Date]</u></p> <p>4203103079 00000872</p>			

Make all checks payable to:  
**GEORGIA FORESTRY COMMISSION**  
If you have any questions or problems  
concerning this invoice, please call:  
TAYLOR MOORE, (478) 751-4594  
FEI # 58-6002019

Sub Total	\$ 15,876.00
Taxes GA	%
Shipping & Handling	\$ -
<b>BALANCE DUE</b>	<b>\$ 15,876.00</b>

## THANK YOU FOR YOUR SUPPORT!



March 2, 2023

Board of Commissioners of Jasper County  
Courthouse  
126 West Greene Street, Suite 18  
Monticello, GA 31064

Dear Bd. Of Commissioners of Jasper County:

Jasper County Family Connection has served as the decision-making body for children and families for many years and is considered to be THE trusted collaborative partnership. We bring local partners together to develop, implement, and evaluate plans that address the challenges facing children and families in the Jasper County area. Georgia Family Connection is the largest statewide network of community collaborative in the nation. The mission is to serve as a catalyst for improving the results for Georgia's children, families, and communities. We are breaking down barriers, disrupting inequities, and engaging everyone who wants to participate. Our Back to School Bash this year was a huge success because we were able to partner with the Chamber of Commerce and Market on the Square this past year providing bookbags and schools supplies for children attending Jasper County School System. Our Backpack Buddies program this year serves over 1100 meals per month to students attending Jasper County School System. Our numbers for have increased over the years and we are grateful for the support.

Our mission is improving outcomes for children and families by making sure families are utilizing resources, applying what is needed for each individual family, making decisions that not only support but empower each member to be an asset, including the community because it still takes a village to raise a child, linking community connections that promote a balanced lifestyle with skills to succeed,

and you becoming a part of the Jasper County community and all that we do to support families.

Through dedication and hard work Jasper County can and will be a safe environment where families can grow while developing their potential. By partnering they can possess positive life values, be well educated and live self-sufficient lives that make everyone be proud to say I was raised up in the small town of Jasper County, a community that truly cares.

This year, we plan to continue our Backpack Buddies program and add additional students when requested. We will also partner with Resilient Middle Georgia and Resilient Northeast Georgia to provide Community Resiliency training to child and family service providers along with the business sector. We will also recruit and engage new partners from all sectors of the community to develop new resources to support current and future programs and activities.

Our Trauma informed work will continue by sponsoring community and cluster training events to build a common language and understanding of the impact of trauma on individuals, families and communities, expanding on the activities achieved in the first year of the grant cycle. Handle with Care in partnership with school system next year will be implemented to address Trauma.

Jasper County Family Connection will request funds from the Board of Commissioners in the amount of \$8,500 to continue assisting with community projects and providing backpack meals over the weekend for students in Preschool through High School and Virtual Academy. Also, provide book bags and school supplies for students in Jasper County School System. We will also continue providing Community Resource Guides to citizens in Jasper County. We will also focus on Trauma informed care and work with other organizations to implement.

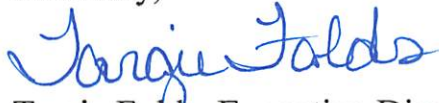
Thank you for your dedication and hard work, Jasper County can and will be a safe environment where families can grow while developing their full potential. By partnering they can possess positive life values, be well educated and live self-sufficient lives that make everyone be proud to say I live in Jasper County, a community that truly cares. We have several partners involved in the Family Connection initiative and we meet the second Tuesday of every month at 12 Noon. Family Connection is the hub where all these partners, both public and private come together to assist those in need.

We really appreciate your willingness to continue being fiscal agent and if



you have any questions, please contact Targie Folds, Executive Director for Jasper County Family Connection at (706) 468-5016, Ext. 122. Thank you for supporting the mission of improving lives for children and families in Jasper County.

Sincerely,

A handwritten signature in blue ink that reads "Targie Folds". The signature is fluid and cursive, with the first name "Targie" and last name "Folds" clearly distinguishable.

Targie Folds, Executive Director  
JCFC



Brian P. Kemp  
Governor



Candice L. Broce  
Commissioner

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

**BUDGET AUTHORIZATION FORM**

GEORGIA DEPARTMENT OF HUMAN SERVICES  
PROCUREMENT/CONTRACTS/VENDOR MGT.  
TWO PEACHTREE STREET, N.W. 27<sup>TH</sup> FLOOR  
ATLANTA, GEORGIA 30303-3142

DHS Contract # 42700-93-202400021

Jasper County Board of Commissioners – Vendor #97278  
NAME OF CONTRACTOR

FROM: 7/1/23 TO: 6/30/24  
(ORIGINAL OR CURRENT DATES)

FEI #: 58-6000846

Contractor's FY End Date: June 30

ORIGINAL OR CURRENT AMOUNT: \$ 52,500 (INCLUDE ANY PRIOR AMENDMENTS FOR ENDING DATE AND DOLLARS)

AMOUNT OF AMENDMENT: \$

TOTAL AMOUNT TO DATE: \$ 52,500

AMENDMENT #: EFFECTIVE DATE: TO:

PURPOSE OF CONTRACT/AMENDMENT:

Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered, environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity

**BUDGET SERVICES ONLY**

TOTAL AMOUNT OF CONTRACT WILL BE ENCUMBERED AT THE TIME THE CONTRACT IS AWARDED

ACCOUNT	FUND	DEPARTMENT ID	FUND SOURCE	SUB PROGRAM	SPEEDCHART (PROJECT)	CLASS	CFDA #	OBLIGATION/ DEOBLIGATION AMOUNT	TANF FUNDS? (✓)
653001	10100	4276704101	01	4380101	01	312		\$52,500	

Encumbrance Date: 6/30/24

Last Date Funds Must Be Obligated (or will lapse)

Liquidation Date: N/A

Last Date Services Can Be Provided

As the Department's budget representative, responsible for the Family Connection Initiatives, I certify that the funds are available to cover expenditure as indicated.

Myra Kibler  
Budget Representative (SIGNATURE)

Myra Kibler  
Printed Name

05-04-2023  
Date

404 527-7394  
Phone No.

STATE OF GEORGIA  
DEPARTMENT OF HUMAN SERVICES  
CONTRACT

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

Contractor's Name: Jasper County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 126 W. Greene Street Suite 18 Monticello, GA 31064-1236
Contractor's FEI #: 58-6000846	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: Public Entity	

Department Administrative Information

DHS Contract #: 42700-93-202400021	Contractor
Requisition #: N/A	
DHS (state) Financials Vendor ID #: 97278	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense ☒ Revenue ☐ No Cost ☐

Total Obligation: \$52,500.00 Federal: \$0.00 State: \$52,500.00 Match: \$0.00 Other: \$0.00

Contract Term:

Contract Start Date: July 1, 2023 Contract Expiration Date: June 30, 2024 Contract Fiscal Year: FY 2024

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

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

Georgia Department of Human Services  
Attn: Pamela McBeth-Rowie  
47 Trinity Avenue, SW, 2nd Floor  
Atlanta, Georgia 30334  
404-295-3774

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

Jasper County Board of Commissioners  
Attn: Larissa Ruark, Chief Accounting Officer  
126 W. Greene Street Suite 18  
Monticello, GA 31064-1236  
706-468-4900  
lruark@jaspercountyga.org

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

Jasper County Board of Commissioners  
126 W. Greene Street Suite 18  
Monticello, GA 31064-1236

**SECTION I GENERAL CONTRACT PROVISIONS**

**SECTION I**

**PARA #101 CONTRACT DEFINED:**

(101) 03/07/18

The following words shall be defined as set forth below:

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

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

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

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

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

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

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

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

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

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

**PARA #102 PERIOD OF CONTRACT:**

(102) 03/07/18

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

**PARA #103 EXTENSION:**

(104) 03/07/18

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

**PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:**

(105B) 06/27/18

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

**PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:**

(106A) 03/07/18

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

**PARA #106 CONFIDENTIALITY:**

(107A) 03/09/16

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

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

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

**PARA #107 INSPECTION OF WORK PERFORMED:**

(108) 03/10/16

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

**PARA #108 USE OF STATE VEHICLES:**

(110A) 03/07/18

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

**PARA #109 INDEPENDENT CONTRACTOR RELATIONSHIP:**

(111) 01/06/16

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

**PARA #110 CONFLICT OF INTEREST:**

(112B) 03/07/18\*

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

**PARA #111 CONTRACT MODIFICATION/ALTERATION:**

(113A) 03/07/18

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

**PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:**

(114) 03/07/18

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

**PARA #113 TERMINATION:**

(115) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.

D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:

- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
- (2) Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
- (3) Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
- (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
- (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State Insolvency law.
- (6) An assignment is made by the Contractor for the benefit of creditors.
- (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- (8) The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
- (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
- (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

**PARA #114 COOPERATION IN TRANSITION OF SERVICES:**

(116) 01/01/15

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

**PARA #115 FORCE MAJEURE:**

(117) 01/06/16

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

**PARA #116 ACCESS TO RECORDS AND INVESTIGATION:**

(118) 04/01/13

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice,

at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.

- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

**PARA #117 COLLECTION OF AUDIT EXCEPTIONS:**

(119A) 03/07/18

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

**PARA #118 DEPARTMENT APPROVAL OF SUBCONTRACTS:**

(120A) 03/07/18

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specifies in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement.

**PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:**

(121) 03/07/18

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

**PARA #120 CONSULTANT/STUDY CONTRACT:**

(122) 03/07/18

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

**PARA #121 PUBLICITY:**

(125) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be

approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

**PARA #122 DRUG-FREE WORKPLACE:**

(127) 03/07/18

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

**PARA #123 PARTIES BOUND:**

(128) 03/07/18

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

**PARA #124 COOPERATION WITH OTHER CONTRACTORS:**

(129) 03/07/18

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

**PARA #125 CONTRACTOR ACCOUNTING REQUIREMENTS:**

(130) 03/07/18

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

**PARA #126 TIME OF THE ESSENCE:**

(131) 05/07/18

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

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

**PARA #127 SEVERABILITY:**

(133) 03/07/18

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

**PARA #128 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING:** (134B) 03/07/08

- A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that:



- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as an Annex.
- (3) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
- (4) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
  - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

B. Contractor further agrees that in accordance with the Federal appropriations act:

- (1) No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- (2) No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

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

D. Penalties:

- (1) Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
- (2) The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**PARA #129 CRIMINAL HISTORY INVESTIGATIONS:**

(135C) 03/10/22

- A. The Contractor agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this Contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of § 49-2-14 of the Official Code of Georgia, Annotated (O.C.G.A.). New staff/sub-contractors must have a successful criminal history fingerprint background check prior to service provision. Existing staff must have a successful criminal history fingerprint background check every five (5) years from the initial criminal background check. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Contractor must register with the Georgia Applicant Processing Services (GAPS) at [www.aps.gemalto.com/ga/index.htm](http://www.aps.gemalto.com/ga/index.htm) and follow the instructions provided at that website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. The Contractor further agrees to complete a criminal history report including fingerprint record checks of all Foster Parents, residential and group home staff from the National Crime Information Center (NCIC) and the Georgia Crime Information Center (GCIC). The Contractor must obtain satisfactory results of criminal history report before the placement of a child. If the Contractor's Foster Parent fails to successfully pass the criminal history check, such individual will not be qualified to perform any services under this contract. Further, Contractor agrees that if a child is placed in a foster home with Foster Parents for whom the Contractor has not received a satisfactory criminal history report, the Contractor will repay all amounts paid to the Contractor for the Room, Board and Watchful Oversight of the child during any such period when the Contractor had not received a satisfactory criminal history report for the foster parents and the Department may, in its discretion, withhold payments owed to the Contractor under this or any other Contract to recoup the amount paid to the Contractor during such period.
- D. Any adult (age 18 and over) residing permanently or temporarily in the home and having access to children must inform the approving agency of any criminal indictments or convictions. A criminal history check including GCIC and NCIC fingerprinting must be performed and the outcomes documented. Repeat criminal history check, including fingerprinting, is required at least every (5) years at the time of the Annual Re-evaluation for all current foster parents and adults (age 18 and over) residing in the home.
- E. Provisions of this paragraph of the Contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

**PARA #130 AIDS POLICY:**

(136) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

**PARA #131 DEBARMENT:**

(137) 03/07/18

In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

**PARA #132 NON-SMOKING POLICY FOR CHILDREN'S SERVICES:**

(138) 03/07/18

The Contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-227 (codified at 20 U.S.C. §§ 6081-6084), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the Contractor.

**PARA #133 ASSIGNMENT AND MERGER:**

(139) 03/07/18

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

**PARA #134 FUNDING:**

(140) 01/06/16

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

**SECTION II SPECIAL TERMS AND CONDITIONS:**

**SECTION IIA**

**PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:**

(201) 04/01/13

**WITNESSETH:**

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

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

**A. The Contractor agrees:**

1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto in annex titled Plan Summary.
2. To deliver services at sites as described in annex titled Plan Summary.
3. To provide Family Connection activities for and services to children and their families in order to:
  - ☒ Improve family functioning, including family stability and reduce incidence of child abuse.
  - ☐ Improve family economic capacity, including job training and employment, housing, and community economic development.
  - ☒ Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status
  - ☒ Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.
  - ☒ Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.
4. To submit quarterly expenditure and programmatic/narrative reports as detailed on in annexes titled Quarterly Expenditure Report and Quarterly Narrative Report.

**AND**

**B. The Department will:**

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven

service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance, and regional and statewide training.

2. Provide state level administrative and specialized assistance support for Family Connection implementation.
3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
3. Ensure facilitators are available to assist Family Connection collaboratives.

**PARA #202 PROPERTY MANAGEMENT REQUIREMENTS:**

(202B) 03/07/18

- A. The Contractor agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received from the Department during the term of this Contract. Property records shall be maintained accurately and shall include:
- (1) A description of the property;
  - (2) Manufacturer's serial number, model number, national stock number, or other identification number;
  - (3) Source of the property including Federal program name;
  - (4) Acquisition date (or date received, if the property was furnished by the Department) and cost;
  - (5) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired;
  - (6) Location, use, and condition of the property and the date the information was reported;
  - (7) Unit acquisition cost;
  - (8) Property decal number;
  - (9) Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior Departmental written approval.
  - (10) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Contractor shall promptly notify the Department.
- B. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- C. Upon termination of any service program included in this Contract, or in the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all State property as follows:
- (1) Prepare the Property Transfer form listing all State equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination.
  - (2) Upon notification by the OFSS Asset Management Unit, the Contractor agrees to transport the State property to the designated State surplus facility. Expenses incurred by the Contractor in transporting this equipment may be charged to the terminated Contract.
- The Division Property Coordinator will confirm, by written notification to OFSS, that all surplus property listed on the completed Property form has received proper disposition.
- D. The Contractor agrees that this equipment cannot be transferred or otherwise disposed of without written Departmental approval.
- E. Should the Contractor elect to maintain property records on State property system, the Contractor agrees to follow procedures outlined in the DHS Property Management Manual.

**SECTION III:**

**SECTION III**

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

(301C) 3/10/16

The total approved budget for this Contract is \$52,500.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$52,500.00.

**PARA #302 CONTRACT BUDGET ANNEX:**

(302) 3/07/18

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

<input type="checkbox"/> Deduction Alternative	<input checked="" type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

**PARA #303 BUDGET LIMITATION:**

(303A) 3/10/16

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

**PARA #304 PROGRAMMATIC REPORT:**

(304) 4/01/16

The Contractor agrees to submit a quarterly programmatic/performance statistical report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract in the annex titled Quarterly Narrative Report. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract in the annex titled Quarterly Sub-Contractor Report.

**PARA #305 EXPENDITURE REPORT SUBMISSION:**

(305A) 3/10/16

The Contractor agrees to submit a quarterly expenditure report no later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than 45 days following this Contract termination date. Any reimbursement request submitted after said 45 days will not be paid by the Department. The report form to be used is attached to this Contract in annex titled Quarterly Expenditure Report.

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

**SECTION IV**

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

(401) 03/07/18

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

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

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

However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

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

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

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

**PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:**

(402B) 03/07/18

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

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

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

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

Director, Internal Audits  
DHS Office of the Inspector General  
47 Trinity Avenue, SW, 2<sup>nd</sup> Floor  
Atlanta, Georgia 30334  
Or email to [dhs.financialreviews@dhs.ga.gov](mailto:dhs.financialreviews@dhs.ga.gov)

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

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

(403) 03/07/18

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

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
  - (1) Whether or not client's health, safety and welfare are adequately protected;
  - (2) That the response to the situation and event was reasonable and appropriate;
  - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
  - (4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

**PARA #404 ENTIRE UNDERSTANDING:**

(404) 03/07/18

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

**SECTION V:**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 03/10/16

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

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2024
Annex A - Part 4	FY 2024 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2024
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2024 Plan of Action
Annex D	Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting



SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

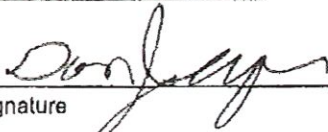
Jasper County Board of Commissioners

CONTRACTS WITH COUNTIES

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


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

CONTRACTOR EXECUTION:

  
Signature  
5-31-2023  
\*\*\*Date signed by Contractor

DON JERNIGAN  
\*Typed name of individual signing

Chairman, Commission of  
Jasper County

DATE: 5-31-2023  
  
Signature

SHARON S. ROBINSON  
Typed name of individual signing


: CLERK  
\*\*Title

\*Must be Chairman or sole Commissioner.

\*\*Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

  
Matthew Krull  
Deputy Chief of Staff

Jun 14, 2023

Date signed by the Department

**Family Connection  
CONTRACT COVER PAGE**

**FY 2024 Annual Plan**  
(July 01, 2023 - June 30, 2024)

County: **Jasper**

Region: **Region 5**

Name of Collaborative: Jasper County Family Connection Inc.

<b>Coordinator or Contact Person:</b>	<b>Collaborative Chairperson:</b>
Name: Targie Folds	Name: Camilla Moss
Title: Executive Director	Title: Jasper County Preschool Director
Mailing Address: 1411 College Street	Mailing Address: Jasper County Board of Education 495 GA Highway 212 West
City: Monticello      9 digit zip: 31064-2118	City: Monticello      9 digit zip: 30642-0000
Street Address (if different): 1411 College Street	Street Address (if different): 495 GA Highway 212 West
City: Monticello      9 digit zip: 31064-2118	City: Monticello      9 digit zip: 30642-0000
Phone: (706) 468-4959	Phone: 706-468-4972
Fax:	Fax:
Email: jaspercountyfamilyconnection@gmail.com	Email: cmoss@jasper.k12.ga.us

**Jasper County Board of Commissioners**

Legal Name of Fiscal Agent Entity

**58-6000846**

Federal Identification Number of Fiscal Agent  
(Required)

**June 30**

Fiscal Agent's Fiscal Year End  
Month & Day

**\$52500**

<b>Fiscal Agent Information</b>	<b>County: Jasper</b>
<p>The Jasper County Board of Commissioners agrees to serve as the fiscal agent for Jasper County Family Connection Inc. for the period of July 01, 2023 - June 30, 2024.</p>	
<p>The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.</p>	
<p>Reports are to be submitted to:</p>	<p>Contract Manager Family Connection Partnership 235 Peachtree Street, Suite 1800 Atlanta, GA 30303-1422</p>
<p style="text-align: center;"><b>THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.</b></p> <p>Person authorized to sign for Fiscal Agent: Name: <u>Larissa Ruark</u> Title: <u>Chief Accounting Officer</u></p> <p>Contract will be emailed to: Name: <u>Larissa Ruark</u> Email: <u>lrark@jaspercountyga.org</u></p>	<p style="text-align: center;"><b>Fiscal Agent Information</b></p> <p>Fiscal Agent's Fiscal Year End: Month: <u>June</u> Day: <u>30</u></p> <p>Fiscal Agent's FEI#: 58-6000846</p> <p>Legal Name of Fiscal Agent Entity: <u>Jasper County Board of Commissioners</u></p> <p>Street Address (cannot be a P.O. Box): <u>126 W. Greene Street, Suite 18</u></p> <p>City, State, 9 digit zip code: <u>Monticello, GA, 31064-1236</u></p> <p>Telephone: 706-468-4900 Fax:</p> <p>Fiscal Agent Contact Person: Name: <u>Larissa Ruark</u> Title: <u>Chief Accounting Officer</u> Telephone: 706-468-4900 Fax: Email: <u>lrark@jaspercountyga.org</u></p> <p>Mailing Address If different from street address: <u>126 W. Greene Street, Suite 18</u> <u>Monticello, GA, 31064-1236</u></p>

## Family Connection PLAN SUMMARY for FY 2024

**County: Jasper**

### I. Core Collaborative Functions

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

<b>II. Results for Children and Families</b>
<b>Goal:</b> Improved conditions for children and families in Jasper County
<b>Outcome:</b> School success and Family Stability
<b>Indicator</b>
Children absent more than 15 days from school [CS1]
Students who graduate from high school on time [CS5]
Teens who are high school dropouts, ages 16-19 [CS6]
Children with a substantiated incident of abuse (per 1,000) [SF3a]
Children with a substantiated incident of neglect (per 1,000) [SF3b]
Other [LD10] Number of Mental Health Referrals
Other [LD10] Mapp Test Results
Other [LD10] Attendance Data
Other [LD10] Number of students enrolled in Home School
Other [LD10] Number of students completing Foothills
Other [LD10] Increased Knowledge of Trauma Awareness
Adult literacy [LD2] GED
Other [LD10] Students enrolled in Pre-K
<b>Strategy:</b> Jasper County Family Connection will work with community partners to increase knowledge of, access to and utilization of available resources for families to improve school success and family stability.

## Budget ProposalFY24

County: Jasper

Expense Type	Family Connectio n Budget Allocation	Description of Expenses	
Personal Services	\$0	Position Title	Cost
Regular Operating	\$5000	List of expenses	Total Cost
		D & O Liability Insurance, Office supplies including printer cartridges, copier paper and postage, Meeting registration fees	\$5,000.00
Travel	\$0	List of expenses	Total Cost
			\$0.00
Equipment	\$0	Equipment	Cost
Per Diem, Fees & Contracts	\$40000	Legal Name of Contractor	Description of Services/Deliverables
		Targe Folds	Planning, Evaluation and facilitation for the Collaborative
			\$40,000.00
Tele- communications	\$0	List of expenses	Total Cost
			\$0.00
Other	\$7500	List of expenses	Total Cost
		Back to School Rally, Backpack Program, Scholarships (REACH, 4-H, First Readers, Food Bank, Adventure Bags)	\$7,500.00
TOTAL	\$52500		

## Quarterly Expenditure Report FY24

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

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

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	0				
Regular Operating	5000				
Travel (staff)	0				
Equipment	0				
Per Diem, Fees & Contracts	40000				
Telecom-munications	0				
Other:	7500				
<b>TOTAL</b>	<b>\$52,500</b>				

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

Fiscal Agent Signature

Collaborative Chairperson Signature

Print Name

Print Name

Date:

Date:

For Office Use Only:

Date Received at Georgia Family Connection Partnership

Initials

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

## Quarterly Subcontractor Report FY24

County: Jasper	Contract #:
Fiscal Agent: Jasper County Board of Commissioners	Quarter #:
<ul style="list-style-type: none"> <li>Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.</li> <li>The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.</li> <li>This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).</li> <li>Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).</li> </ul>	

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

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

Fiscal Agent Signature \_\_\_\_\_

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

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

For Office Use Only:

Date Received at

Georgia Family Connection Partnership \_\_\_\_\_

Initials \_\_\_\_\_

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

## Quarterly Narrative Report FY24

<b>County:</b> Jasper	<b>Contract #:</b>
<b>Fiscal Agent:</b> Jasper County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

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

\_\_\_\_\_  
Collaborative Chairperson Signature

\_\_\_\_\_  
Collaborative Coordinator Signature

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

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

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

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

<b>For Office Use Only:</b> Date Received at Georgia Family Connection Partnership _____ Initials _____
--



**Family Connection  
Status Report  
FY 2024 Plan of Action (if Required)**

<b>County:</b> Jasper	<b>Contract #:</b>
<b>Fiscal Agent:</b> Jasper County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

This is to verify that the development of the FY 2024 Plan of Action for the above referenced county has been completed as required.

\_\_\_\_\_  
**Signature, Community Support Team Leader**

\_\_\_\_\_  
**Date**

**Attach this Status Report to the Quarterly Report.**

**For Office Use Only:**

**Date Received at Family Connection Partnership** \_\_\_\_\_ **Initials** \_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Jasper County Board of Commissioners** (hereinafter referred to as "Contractor") as an annex to **Contract No. 42700-93-202400021** between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

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

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

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

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

4. Contractor warrants that the Individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:
  - A. At DHS:  
  
Jamila Coleman  
DHS HIPAA Privacy Officer  
Office of General Counsel  
[privacy@dhs.ga.gov](mailto:privacy@dhs.ga.gov)  
404-463-0363  
  
Shirlan C. Johnson  
DHS Chief Information Security Officer  
[shirlan.johnson@dhs.ga.gov](mailto:shirlan.johnson@dhs.ga.gov)  
404-655-8371
  - B. At Contractor: Larissa Ruark  
Jasper County Board of Commissioners  
Chief Accounting Officer  
[lrarak@jaspercountyga.org](mailto:lrarak@jaspercountyga.org)  
706-468-4900
8. Contractor agrees that it will:
  - A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

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

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

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

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

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

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

- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
  
- M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's Impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.  
  

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.
  
- N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
  
- O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an Individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
  
- P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
  
- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

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

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

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

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

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

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

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

**B. Effect of Termination.**


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

*(Signatures on next page)*



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

**Jasper County Board of Commissioners**

BY:   
SIGNATURE

5-31-2023  
DATE

DON JERNIGAN  
CHAIRMAN  
TITLE\*

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

# ANNEX D-1

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

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

- Not applicable
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

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

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

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

## ANNEX D-2

**Part 1:**

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

af

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

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

**Part 2:**

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

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

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

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

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

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

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

## SECURITY AND IMMIGRATION COMPLIANCE

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

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

299199 (This is a 4, 5, or 6 digit number, also known as eVerify Company ID)  
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

January 26, 2010  
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

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

Jasper County Family Connection  
Name of Project (or Service Provided, such as "DFCS Client Services")

Department of Human Services  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on May 1, 2023 in Norcross (city), GA (state).

Don Jernigan  
Signature of Authorized Officer or Agent

DON JERNIGAN  
Printed Name and Title of Authorized Officer or Agent

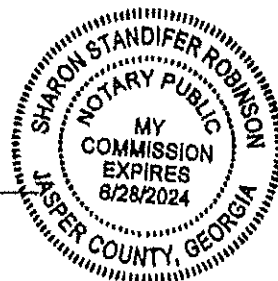
SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 1st DAY OF May, 2023.

Sharon S. Robinson  
NOTARY PUBLIC

My Commission Expires:

June 28, 2024

Clarified Version 1/5/2015-agb



**Brian P. Kemp**  
Governor

**Candice L. Broce**  
Commissioner



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

**Department of Human Services**  
**Notice Concerning Critical Incident Reporting**

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

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

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

Fax: 404-463-5496

Email: [inspectorgeneralhotline@dhs.ga.gov](mailto:inspectorgeneralhotline@dhs.ga.gov)

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

Address: 47 Trinity Avenue SW, 2nd Floor, Atlanta, GA 30334

# Monticello-Jasper County Chamber of Commerce

## APPROPRIATION REQUEST

Fiscal Year 2023-2024

Submitted: March 15, 2023

Explore  
Jasper County  
MONTICELLO, GA



On behalf of the Monticello-Jasper County Chamber of Commerce Board of Directors and General Membership, we would like to thank the Jasper County Commission for recognizing the importance of community development, downtown development, economic development, and tourism.

The Chamber of Commerce is proud to manage the tourism department for Jasper County as a Regional Visitors' Information Center recognized by the state of Georgia. There is currently a full-time tourism director at our Visitors' Center. In 2022 over 10,000 people walk into the Visitors' Center.

The mission of the Chamber of Commerce is to promote a unified Jasper County, encouraging new business development, supporting existing businesses, and promoting tourism to ensure a long term success. We are very active and vital organization to Jasper County.

The appropriation provided by the county each year allows the Chamber to make a difference in Jasper County. This year, we respectfully request the appropriation of **\$44,000.00** remain the same as last year (no increase).

Sincerely,  
Chamber of Commerce Board of Directors

2014-2015 = \$32,600.00

2015-2019 = \$38,400.00

2020-2022 = \$44,000.00

Requested Amount for 2023 - 2024 = \$44,000.00

This amount reflects a portion for reprinting of Jasper County maps, brochures and The Civil War Heritage Trails maintenance for 2023.

## **2023-2024 Chamber of Commerce**

### **Board of Directors**

Tamala Alexander – Jasper County Library

Leah Campbell – Ameris Bank

Robert Cumbie – Jasper County Health Services

Crystal Epps - Petals

Kerri Mosely– Georgia Energy Propane

Pam Mayer - Reflexology By Pam/Wellness Cottage & Spa

Captain Larry Mooney - Jasper County Sheriff Department

Kerri Mosely – Georgia Energy Propane

KP Patterson - Blaque Butterfly at Reese Hall

Ben Perry - Bank of Monticello

Brandon Stooksbury - Central Georgia EMC

Rena Watts – Bull Dog Gym

### **Ex-Officio Board of Directors**

Mike Benton – Jasper County Manager

Kenny Garland – Jasper County Charter School

LaThaydra Sands – City of Monticello, Manager

### **Executive Board of Directors**

Rena Watts - Chair

Pam Mayer - Vice Chair

Kerri Mosely - Secretary

Brandon Stooksbury - Treasurer

Ben Perry - Past Chair

### **Executive Director**

Jennifer Lassen

### **Tourism Manager**

Rebecca Hillsman

## 2022 - 2023 ACCOMPLISHMENTS

- Completed a sixth year as a state Regional Visitors' Information Center
- We had an increase of brochures distributed to Regional and State Visitors' Centers.
- Successfully maintain a chamber website and multiple Facebook pages and Instagram account. (Chamber of Commerce, Market on the Square, Deer Dash 5k, Deer Festival, and Explore Jasper County Ga)
- Quarterly First Friday Breakfast with guest speakers with average attendance of 60 (Consistently growing. Local restaurants cater the meals)
- Attended monthly Historic Heartland Travel Association Meetings.
- Organized/planned a successful Shop Small Saturday event, Christmas Market, Breakfast with Santa and Christmas Parade
- Monthly Coffee Calls with small businesses in the community - average attendance 15.
- Annual Membership for 2022 increased as well as Cornerstone Membership
- Organized/planned successful Ribbon Cuttings and Grand Opening for new businesses in Jasper County
- Successful Chamber of Commerce monthly newsletter using Constant Contact with a 50% readership rate.
- Successful Market on the Square. (Saturdays 8am-2pm ... May - September).
- Organized a successful Deer Dash 5k in November and the most successful Deer Festival.
- Participated in a successful Job Fair with industries and businesses in Jasper County.
- Organized community stakeholders meeting with the four county chambers for a Meet and Greet with Rivian.
- Participated in organizing Representative Susan Holmes retirement gathering.
- Organized fall Chamber of Commerce Golf Tournament.
- Marketed and promoted our community in several brochures, magazines around the state, Jackson radio station and Lake Country Radio.
- Represented the Chamber at meetings, workshops and conferences locally, region, and state.
- Attend local commissioner meetings, DAJC and City of Monticello meetings.
- Marketed businesses through Explore Georgia website.
- Additional listings in the 2022 Travel Guide.
- Awarded the a Agsouth Farm Credit Grant for Market on the Square
- Visited business and industry throughout the community.
- Annual Membership Meeting in March 2023 with 280 in attendance.
- Organized/planned and named the Jasper County Citizen of the Year and Business of the Year.
- In 2022, our Visitors' Center is averaging 12 people a day that come in for information and/or the public restroom.
- Successfully managed as Camera Ready Liaison a Disney+ filming in the Courthouse in March 2023.



	2023 BUDGET	2022 BUDGET
Annual Membership Dues	22,000.00	21,820.00
Banner Website Advertising	3,000.00	3,388.00
Annual Meeting	7,000.00	7,279.00
Golf Tournament	6,000.00	7,595.00
Deer Festival	26,500.00	29,007.00
Monticello Market	7,500.00	8,145.00
Hotel-Motel Tax (City)	8,000.00	7,765.00
Leadership Class	Planned for 2024	
Donations	16,000.00	20,684.00
Miscellaneous (Donation for Community Outreach)	10,000.00	10,000.00
Tourism: County Contribution	44,000.00	44,000.00
	150,000.00	159,683.00
Advertising (added in each event)		
Association Dues/Membership	1,000.00	
Bank Charges/tags	2,000.00	
Board Retreat & Meals	4,500.00	4,806.00
Citizen/Business of Year	300.00	*
Conferences	2,500.00	
Events - Annual Meeting	8,500.00	8,706.00
<b>Tourism:</b> Events - Haunticello	500.00	563.00
Events - Golf Tournament	5,200.00	6,277.00
Events - First Friday	800.00	*
Events - Business After/Job Fair	500.00	*
Events - Coffee Call	400.00	*
<b>Tourism:</b> Events - Deer Festival	25,000.00	25,061.00
<b>Tourism:</b> Events - Monticello Market	1,500.00	1,592.00
<b>Tourism:</b> Events - Christmas Parade	1,500.00	1,669.00
Events - Community Outreach		8,197.00
Insurance	1,000.00	900.00
Leadership Class	Planned for 2024	
<b>Tourism:</b> Marketing & Promotional	4,000.00	*9,233.00
Miscellaneous Expense		3,008.00
<b>Tourism:</b> Brochures		11,849.00
Office Supplies/Computer/ Programs	5,000.00	4,963.00
Past Employees/Contract/Volunteer	2,000.00	4,510.00
Telephone/Wireless/Website Hosting	2,000.00	1,889.00
<b>Tourism:</b> Salary - Visitors' Center Manager	25,000.00	18,530.00
Salary - Executive Director	42,000.00	31,503.00
Taxes (withholding and matching)	15,000.00	18,530.00
*included in total	150,000.00	161,786.00

**March 9, 2023**

Jasper County Board of Commissioners Office

To: Jasper County Board of Commissioners  
126 West Greene Street, Suite 18  
Monticello, GA 31064

In this community, The Jasper County Health Department strives to prevent disease, injury and disability, promote health and well-being and prepare for and respond to disasters. This past year, and the current year, we continued to provide Covid Vaccines to the community. It has been a challenge due to the inability to see patients as before. In the past, we have provided a wide range of public health services that ultimately touch every member of this community without regard to race, gender, ethnicity, insurance coverage or income status. Many services, such as septic/well permits, food service inspections and community education efforts directly support the economic health of Jasper County for residents and visitors alike. Jasper County is a community of high health care need and limited resources. In order to aid in providing all of these services to the community, with limited payment received from clients, The Jasper County Health Department respectfully requests consideration for the following additions to the 2024 FY Budget.

- \$2,685.00 for 8x10 Metal outbuilding for storage for Environmental Health
- \$1700 for supplies/testing previously provided by the State of Georgia
- Continued Monthly janitorial service estimated at \$850/month (\$10,200/yr)

Total FY2024 request: \$72,102.40

We appreciate all the support provided by The Jasper County Commissioners and look forward to another productive year.

Sincerely,

Jacquelyn Vignati, RN, BSN  
Jasper County Nurse Manager  
Clinic Nurse Manager

## Dennis Pate

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**From:** DAVID DYER <ddyer01@bellsouth.net>  
**Sent:** Tuesday, March 28, 2023 8:27 AM  
**To:** Dennis Pate  
**Subject:** Development Authority Budget Request 7.1.23 through 6.30.24  
**Attachments:** DD DAJC BUDGET REQUEST 7.1.2023 - 6.30.2024.xlsx

Dennis,

The Development Authority Budget Request is attached. The monthly allocation shows an increase of \$325 for an annual total increase of \$3900. This increase is for Summer Intern funding.

The Intern will be the responsible for managing the Development Authority Teacher Externship Programs with Jasper County Charter System and Southern Crescent Technical College for Career, Technical, and Agricultural Education. Additional responsibilities will include research and analysis of Jasper County industries and labor pool. Research and preparation regarding available and future labor pool is critical for existing industry maintenance and competitive smart growth in Jasper County.

Please confirm receipt of email and attachment.

Regards,  
David Dyer  
Executive Director  
[www.dajc.org](http://www.dajc.org)  
478.731.2468

**DEVELOPMENT AUTHORITY OF JASPER COUNTY**  
**DRAFT BUDGET (July 1, 2023 through June 30, 2024)**

**REVENUE**

	<b>CONTRIBUTION PER/MO</b>
<b>BOARD OF COMMISSIONERS ALLOCATION</b>	<b>\$ 9,284.43</b>

**EXPENSE**

**ANNUAL EXPENSE**

**PROFESSIONAL FEES**

ENGINEERING/LEGAL	\$ 1,500.00
ACCOUNTING	\$ 8,500.00
EXECUTIVE DIR CONTRACT	\$ 62,904.00
FICA/SUTA	\$ 11,231.00
<b>PROFESSIONAL EXPENSE SUB TOTAL</b>	<b>\$ 84,135.00</b>

**INSURANCE**

DIRECTORS & OFFICERS	\$ 1,320.00
PROPERTY	\$ 1,320.00
BOND	\$ 450.00
<b>INSURANCE EXPENSE SUB TOTAL</b>	<b>\$ 3,090.00</b>

**OFFICE EXPENSE**

RENT	\$ 3,600.00
UTILITIES	\$ 2,400.00
P O BOX	\$ 175.00
TELECOMMUNICATIONS	\$ 2,233.16
INTERNET	\$ 1,200.00
WEBSITE	\$ 2,780.00
<b>OFFICE EXPENSE SUB TOTAL</b>	<b>\$ 12,388.16</b>

**G & A**

OFC SUPPLIES & POSTAGE	\$ 500.00
BOARD MEETINGS	\$ 1,000.00
TRAINING & FORUMS	\$ 1,200.00
<b>GENERAL &amp; ADMINISTRATIVE SUB TOTAL</b>	<b>\$ 2,700.00</b>

**Misc Expense**

AUTOMOBILE MILEAGE	\$ 3,000.00
MISC BUSINESS EXPENSE	\$ 1,200.00
OFFICE MAINTENANCE	\$ 1,000.00
COLLEGE SUMMER INTERN	\$ 3,900.00
<b>MISCELLANEOUS EXPENSE SUB TOTAL</b>	<b>\$ 9,100.00</b>

**Operating Budget Request TOTAL \$ 111,413.16**

Jasper County 911 Authority  
Component Unit  
FY2024 Budget Request

Final Budget

Expenditures

Regular Employees

Regular Employee Wages	\$	426,307
Director Wages	\$	60,050
Payroll Taxes	\$	37,206

Group Insurance

Health Insurance	\$	111,617
Liability Insurance	\$	5,500
AFLAC Insurance	\$	7,500

Retirement Contribution

Pension	\$	36,100
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Workers Compensation

Workers Comp	\$	1,800
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Professional Services

Work Physicals	\$	500
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Technical Services

GTA Georgia Technology Association - GCIC Access	\$	5,400
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Repairs & Maintenance Service Contracts

CAD (Central Square Increase)	\$	29,500
Phone	\$	12,500
Radio	\$	12,500

Communications

Cell & Internet (Wireless)	\$	1,800
AT&T (Tele & Internet)	\$	11,700
Postage	\$	350
Advertising	\$	200

Dues & Fees

Bank Charges	\$	75
Dues	\$	925
ASAP Fees	\$	10,000
QB Payroll Fees	\$	3,000

Education & Training

Required Continuing & Education (State Mandated EMD Training)	\$	12,000
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Jasper County 911 Authority  
Component Unit  
FY2024 Budget Request

General Supplies & Maintenance

Office Supplies	\$	3,850
Cleaning & Other Supplies	\$	1,500

City Utolities

Utilities	\$	1,200
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Snall Equipment

Heassets	\$	500
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Other Supplies

Unifirms	\$	400
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Machinery & Equipment  
Computer Upgrades GBI/GCIC/

Contingency	\$	2,997
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Total Proposd Operational Budget	\$	796,977
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Appropriation Calculation

Total Expenditures	\$	796,977
Less Landline Revenue	\$	60,000
Less Wireless Revenue	\$	200,000
Less Interest	\$	35

Appropriation Needed	\$	536,942.00
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Appropriation Requested

Net

Appropriation Budgeted by BOC	\$	537,092
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Net	\$	150.00
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**Business Item 8:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** January 12, 2024

**Subject:** Reform and Improve Mental Health Services Resolution

**Summary:**

ACCG is encouraging 100 % participation of all Georgia counties to adopt a resolution urging Governor Kemp and the Georgia General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.

**Background:**

ACCG is asking for the Mental Health resolution to be signed. The original resolution draft and a modified resolution draft are attached.

**Cost:**

**Recommended Motion**

Board Discretion

**RESOLUTION 2024-0108-4**

**RESOLUTION URGING THE CONTINUATION OF EFFORTS TO REFORM AND  
IMPROVE MENTAL HEALTH SERVICES FOR THE CITIZENS OF GEORGIA**

**WHEREAS**, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of responding to mental health issues within the community; and

**WHEREAS**, the Jasper County Board of Commissioners supports efforts to provide every citizen in need with accessible, affordable, and adequate mental health services; and

**WHEREAS**, despite previous legislation and other efforts by the State of Georgia, the Jasper County Board of Commissioners recognizes there is still a tremendous amount of work needed for those in need in Jasper County to receive adequate healthcare for mental health and substance abuse disorders;

**NOW, THEREFORE, BE IT RESOLVED** that the Jasper County Board of Commissioners reaffirms its commitment to helping reform and improve mental health services for its citizens.

**BE IT FURTHER RESOLVED**, that the Jasper County Board of Commissioners urges the State of Georgia to enhance access to vital mental health services.

**BE IT FURTHER RESOLVED** that the Clerk to the Board of Commissioners is directed to provide an executed copy of this Resolution to the Association County Commissioners of Georgia.

**SO RESOLVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**JASPER COUNTY BOARD OF COMMISSIONERS**

By:

\_\_\_\_\_  
Bruce Henry, Chairman

ATTEST:

\_\_\_\_\_  
Shelia Belcher, Clerk of the Commission



**Business Item 9:**

**Agenda Request – Jasper County BOC**

**Department:** Board of Commissioners

**Date:** January 12, 2024

**Subject:** Schedule Work Sessions and Called Meetings as Needed

**Summary:**

FY 2023 Audit Presentation

**Background:**

**Cost:**

**Recommended Motion:**