



PUBLIC SAFETY COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, April 30, 2024

1:15 PM

PUBLIC SAFETY

- 1.** Motion to approve entering into Contract with EMS Management & Consultants, Inc. to provide professional services for ambulance coding, billing, and collections for the Augusta Fire Department and authorize the mayor to execute all necessary documents for an initial two (2) year contract with option to extend for three (3) additional one (1) year terms. (RFP 23-149)
- 2.** Motion to approve award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate and to authorize the mayor to execute appropriate documents.
- 3.** Motion to approve award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC and to authorize the mayor to execute appropriate documents.
- 4.** Motion to approve a BTR for revenue of \$19,542.92 received from The Department of Community Health to the Fire Department's medical supply account.
- 5.** Motion to approve the acceptance of a \$48,195 BOOST Grant summer program fund from the Georgia Department of Education.
- 6.** Motion to approve the minutes of the Public Safety Committee held on March 26, 2024.



Public Safety Committee

Meeting Date: April 30, 2024

Vendor Award – RFP 23-149 Ambulance Coding, Billing & Collections Service for Augusta

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve entering into Contract with EMS Management & Consultants, Inc. to provide professional services for ambulance coding, billing, and collections for the Augusta Fire Department and authorize the mayor to execute all necessary documents for an initial two (2) year contract with option to extend for three (3) additional one (1) year terms. (RFP 23-149)
Background:	The Augusta Fire Department provides a two-tier EMS response program. On all dispatches for EMS service, a fire company may be dispatched to evaluate the need for service, provide medical assistance, stabilize the patient, and collect data regarding patient condition and billing information. Additionally, Augusta Fire Department ambulances respond to all structure fires in the event of need of emergency medical services and respond to 911 EMS calls when authorized. An RFP (#23-149) was put out for bid for companies interested in providing billing services for Augusta, Georgia's EMS-related calls and treatments. EMS Management & Consultants, Inc. was deemed the most responsive and responsible bidder. They will provide billing and collection services for Augusta, Georgia's EMS-related calls and treatments and their fees will be 6.5% of fees collected.
Analysis:	
Financial Impact:	This Agreement will result in a positive net flow for Augusta, Georgia and provide a funding source to offset the expense of providing Emergency Medical Services to the citizens and visitors of Augusta.
Alternatives:	None at this time.
Recommendation:	To approve the Motion to approve entering into Contract with EMS Management & Consultants, Inc. to provide professional services for ambulance coding, billing, and collections for the Augusta Fire Department and authorize the mayor to execute all necessary documents. (RFP 23-149)
Funds are available in the following accounts:	Fire Department 2024 Budget Line item 274034110-5212999
<u>REVIEWED AND APPROVED BY:</u>	N/A

SECTION II- COMPANY IDENTIFICATION

Contact Person Greg Carnes

Company EMS Management & Consultants, Inc.

Title Chief Executive Officer

Address 2540 Empire Drive, Suite 100, Winston-Salem, NC 27103

Telephone Number 336.714.9085

Organized under the laws of the State of North Carolina

Principal place of business at Winston-Salem, North Carolina

LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of Augusta. Those personnel committed for this work are as follows:

NAME	TITLE
Dawn Word	Customer Success Executive
Danielle Johnson	Deployment Manager
Greg Carnes	Chief Executive Officer
Jay Gyure	Chief Financial Officer
Kate Pruitt	Chief Operations Officer
Kim Stanley	Chief Compliance Officer
Jake Vizner	Chief Information Officer
Regina Godette-Crawford	Advocacy Liaison

Additional pages may be used if needed.

Schedule of Costs

The Agency proposes to furnish all materials; supplies and services set forth herein, subject to all conditions outlined in this RFP, including the general instructions and information to companies, at the percentage indicated below. All invoices shall be submitted to Augusta at the end of each monthly billing period but no later than ninety (90) days after the date service has been rendered.

Percentage charged based on amounts collected for ambulance services billed by Agency, including the hardware/software option:

% 6.5%

Annual charge for hardware, including a five (5) year no-fault warranty. Vendor must specify & provide cost.

\$ Included in Net Collections Percentage Above

VENDOR MUST RETURN THIS COMPLETED FORM WITH THE PROPOSAL

CODING, BILLING AND COLLECTIONS CONTRACT BETWEEN AUGUSTA, GEORGIA AND AGENCY

This **Coding, Billing and Collections Contract**, hereinafter referred to as “Contract” is made and entered into this _____ day of _____, 20____, by and between Augusta, Georgia, a political subdivision of the State of Georgia, through the Augusta Commission, (hereinafter referred to as “AUGUSTA”), whose address is 535 Telfair Street, Augusta, Georgia 30901, and _____ (hereinafter referred to as “Agency”), whose physical address is _____ with a mailing address of _____.

WHEREAS, Augusta desires to engage a qualified and experienced coding, billing and collections firm to furnish professional services in coding, billing and collections for the Augusta Fire Department (AFD) for ambulance services rendered by AFD to the public. Augusta issued a Request for Proposal (RFP) # _____, hereinafter referred to as RFP # _____, to retain an agency for billing and collections for ambulance service; and,

WHEREAS, Agency responded to said RFP # _____ and has represented to Augusta that it is willing, experienced, and qualified to provide the services contained herein; and,

WHEREAS, Augusta has relied upon such representation and chosen Agency to be the most qualified respondent based on their proposal submitted.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived here from and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Augusta agree as follows:

1. **Scope of Work.** Agency will provide professional services to Augusta in coding, billing, and collections for AFD ambulance services, hereinafter referred to as “billing”, in accordance with the specifications outlined in RFP # _____, “Attachment A — Scope of Services”, and other relevant data defining the billing, which is incorporated herein by reference thereto.
2. **Term.** This Contract shall commence as of the date executed by Augusta, Georgia, hereinafter referred to as “Commencement Date” and shall have an initial term of one (1) year with an option for two (2) one (1) year term renewals.
3. **Fee; Expenses.** In consideration of Agency performing its obligations under this Contract, Augusta will pay Agency _____ percentage for NET COLLECTIONS as total compensation for services which have been authorized by Augusta, provided proper invoices have been submitted by Agency as prescribed in this Contract. The total compensation for this contract shall not exceed _____ (\$_____) dollars.
4. **Invoicing.** Agency shall submit invoices at the end of each monthly billing period in a form acceptable to Augusta, for services rendered. Agency shall provide invoices that detail the

billing rendered thirty (30) calendar days after the date the services have been rendered. Invoices received after ninety (90) calendar days has elapsed, may be considered null and void.

a) Invoices shall reference the purchase order number assigned to this Contract. Each invoice shall be accompanied by the required documents as specified in RFP # _____.

b) All invoices shall be addressed to:
 Augusta Fire Department
 Fire Administration
 3117 Deans Bridge Road
 Augusta, GA 30906

5. **Payment.** Augusta shall make payments to Agency within thirty (30) days contingent upon the following:

- a) From date receipt by the Fire Department of properly documented invoices for payment as determine by the agreed upon terms of this Contract.
- b) On the condition that the Agency has accomplished the services to the satisfaction of the Fire Department.
- c) Augusta shall have the right to reject payment of any invoice or part thereof, if not properly supported.
- d) Augusta shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the Agency to the point indicated by such invoice, or of receipt of acceptance by Augusta of the services covered by such invoice.
- e) Payment of undisputed amounts shall be due and payable thirty (30) days after Augusta's receipt of the invoice. Notwithstanding anything in the RFP # _____ or Agency's Proposal, Augusta shall have the right to withhold or deduct payments in the event of Agency's non-performance.

6. **Changes, Additions, Deletions.** Augusta may at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the Agency's compensation, shall be mutually agreed upon by and between Augusta and the Agency, in a written Addendum to the Contract, which Addendum shall be incorporated herein by reference thereto. No claim for damages for anticipated profits shall accrue to the Agency. Agency acknowledges that any changes that involve an increase in the compensation shall be considered major, and require the approval of Augusta.

7. **Georgia Prompt Pay Act Not Applicable.** The terms of this Contract supersede any and all provisions of the Georgia Prompt Pay Act.

8. **Defective Pricing.** To the extent that the pricing provided by Agency is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

9. **Standard of Performance.** The standard of care for all services performed or furnished by Agency under this Contract will be the level of care that is ordinarily used by members of Agency's profession practicing under similar conditions. Agency shall adhere to the

professional guidelines established by: Fair Debt Collections Practices Act, Centers for Medicare and Medicaid Services (CMS), Private Insurance Companies and HIPPA.

10. **Qualification, Licenses, and Permits and Compliance with Law.** Agency represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Contract, and agrees to comply with all applicable federal, state, and local statutes, regulations, codes, ordinances, and policies in performing its obligations under this Contract.
11. **Supervision.** All services required herein will be performed by the Agency under its supervision, and all personnel engaged in the work shall be qualified and authorized or permitted under law to perform such services. Agency shall employ certified Ambulance Biller/Coders to provide coding and billing services for AFD. Agency shall have a registered nurse as part of the billing oversight team.
12. **Accuracy of Work.** Agency shall endorse all reports, data, and information derived in the performance of this Contract and shall be responsible for the accuracy of the work. Throughout the work, Agency will prepare printed responses to comments received from Augusta following review of work performance, invoices, and other related documents. Agency shall promptly correct errors and omissions in its data, assessments, and/or reports without additional compensation. Agency will re-perform any services not meeting acceptable standard without additional compensation. The Agency shall give immediate attention to any corrections or changes to minimize delay to others.
13. **Independent Agency Relationship.** The parties contend that Agency's relationship to Augusta in providing services hereunder shall be that of an independent Agency. Nothing in this Contract, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Augusta and Agency. In providing services hereunder, Agency shall represent itself to third parties as an independent Agency to Augusta and shall not hold itself out as having any authority to obligate Augusta. Agency shall have no authority for any complaints related to employment with Augusta, Georgia and has no authority to hire, fire, discipline or otherwise effect the terms and conditions of Augusta, Georgia employees, except as specifically set forth herein.
14. **No Conflict:** Agency represents that it has secured or will secure all personnel necessary to complete this Contract; none of whom shall be employees of, or have any contractual relationship with Augusta, to include officers or government officials, without the written permission of Augusta, except as may otherwise be provided for herein. Agency is responsible for the payment of all employees' salaries, and for all other expenses incurred in connection with the performance of the duties and responsibilities established herein, except as otherwise provided. Agency covenants that it presently has no interest, nor shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this Contract. Agency further covenants that in the performance of this Contract, no person having any such interest shall be employed or contracted with. No member, officer, or employee of Augusta during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

15. **Records.** Augusta shall be maintained throughout the term of this Contract and for a period of seven (7) years thereafter for records that indicate the date, time, and nature of the services rendered. Augusta may at any time request progress reports, prints, or copies of any work performed under this Contract. All data, drawings, charts, documents, materials, prepared as an instrument of service pursuant to this Contract are the property of Augusta. Augusta shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Contract without according credit of authorship. Augusta shall hold harmless the Agency against all claims arising out of such use of documents and materials without the Agency's knowledge and written consent.
16. **Open Records.** Agency acknowledge that all records relating to this Contract and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Agency shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.
17. **Confidentiality.** Agency acknowledges that all documents, reports, assessments, information, data, and studies prepared by the Agency upon completion of the Contract, shall be the property of Augusta and be delivered thereto. Articles, papers, bulletins, reports, materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Contract shall not be presented publicly or published without prior written approval of Augusta. Agency agrees that its conclusions and any reports are for the confidential use and information of Augusta and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to Augusta, and will only discuss the same with it or its authorized representatives. It is further agreed that if any information should be released by the Agency without prior approval from Augusta, the release of same shall constitute grounds for termination of this Contract without indemnity to the Agency, but should any such information be released by Augusta or by the Agency with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Contract.
18. **Prohibition Against Contingent Fees.** The Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Agency for the purpose of securing business and that the Agency has not received any non- Augusta fee related to this Contract without the prior written consent of Augusta. For breach or violation of this warranty, August shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
19. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Agency under this Contract.
20. **Liquidated Damages.** Agency agrees to pay as liquidated damages to Augusta the sum of \$100.00 for each consecutive calendar day after expiration of the Contract Term, except for authorized extensions of time by Augusta. This paragraph is independent of paragraph 32 regarding default by Agency. The Parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of contract. The liquidated damages set forth herein are not intended to

compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented Agency failures. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract, as well as attorney fees, if applicable.

21. **Specified Excuses for Delay or Non-Performance.** Agency is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature, or periods of time or dates are changed through no fault of Agency. In any such event, the contract price and schedule shall be equitably adjusted.
22. **Acceptance.** Acceptance of Agency's work by Augusta will not relieve the Agency of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
23. **Indemnification.** Agency shall indemnify, hold harmless, protect and defend Augusta and its Commissioners, elected officials, trustees, officers, employees, agents, and representatives (the "Indemnified Parties") for, from, and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Agency's obligations under this Contract. Agency's indemnification obligations under this Paragraph shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others, but shall not extend to such concurrent fault or negligence. Agency's defense obligations under this Paragraph shall be with attorneys approved by Augusta, which approval shall not be unreasonably withheld.
24. **Agency's Insurance.** Agency shall at all times that this Contract is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Agency in performance of the work during the term of this Contract. Agency shall provide, at all times that this Contract is in effect, insurance with limits of not less than:
 - a) **Workmen's Compensation Insurance** in accordance with the State of Georgia;
 - b) **Public Liability Insurance** in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence;
 - c) **Property Damage Insurance** in an amount of not less than One Million (\$1,000,000) from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars; and
 - d) **Professional Liability Insurance** in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

All policies of insurance required under this Paragraph will provide that they may not be canceled nor the coverage materially changed without thirty (30) days prior written notice to Augusta. Augusta will be named as an additional insured with respect to Agency's liabilities hereunder in insurance coverage identified in items B & C. Such policies shall name Augusta as a co-insured, except for worker's compensation and professional liability policies, and a

copy of such policy or a certificate of insurance shall be filed with the director at the time of the execution of this Contract.

25. **No Assignment; No Amendment; No Waiver.** This Contract may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party; and may not be amended or modified by course of conduct or otherwise, except in a writing duly executed by each of the parties.
26. **Non-Discrimination.** During the performance of this Contract, the Agency shall comply with all federal and state non-discrimination laws, regulations and policies in the administration of this Contract. In the event of the Agency's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this Contract, this Contract may be rescinded, canceled or terminated in whole or in part, and the Agency may be declared ineligible for further contracts with Augusta. The Agency shall, however, be given a reasonable time in which to correct any non-compliance.
27. **Subcontract.** The Agency shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Augusta's prior written approval of the subcontractor. All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Contract. The Agency will cause the provisions outlined below to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for commercial supplies of raw materials. Said provisions are as follows: (i) the Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (ii) in all solicitations or advertisements for employees, qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Salaries of any subcontractors, drafters, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except payroll deductions as are mandatory by law. The Agency hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Contract.
28. **Drug free Workplace.** Agency 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. If Agency has more than one employee, including Agency, Agency shall provide for such employee(s) a drug-free workplace program, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G. A. Section 50-24-1 et seq., throughout the duration of this Contract.
29. **Damages.** Agency is responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold Augusta, its officers, agents and employees, harmless from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the Agency, its subcontracts, or agent in the negligent performance or non-performance of work under this Contract. These indemnities shall not be limited by reason of any insurance coverage.

30. **Notice of Non-Compliance.** Augusta will give prompt written notice to Agency whenever Augusta observes or becomes aware of any development that affects the scope or timing of Agency's service, or of any defect in the work of Agency or Agency's subcontractors.
31. **Termination- General.** Either party shall have the right to terminate this Contract, in part or in whole, by giving written notice to the other party of such termination, specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, work papers and reports prepared by the Agency under this Contract shall become the property of Augusta, and the Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by Augusta and Agency.
32. **Termination for Cause.** Augusta will give Agency five (5) days written notice of any known failure to fulfill its obligations or violation of any of the covenants, specifications, or stipulations of this Contract, RFP, or Addendum. Agency will be given the opportunity to correct any violation within five (5) days of a written notice. Failure to correct said violation or default after the 5 days' notice, shall constitute a default and will be grounds for termination of this Contract. If Augusta elects to terminate this Contract, written notice of termination will be sent to Agency stating the effective date of termination.
33. **Inspect Place of Business.** Augusta may at reasonable times, inspect the part of the plant, place of business, or work site of Agency or any subcontractor of Agency or sub-unit thereof, which is pertinent to the performance of this Contract.
34. **Property Insurance.** Augusta will maintain property insurance on all pre-existing physical facilities associated and used for the completion of this Project.
35. **Cooperation.** Agency shall advise Augusta of additional data or services, if any, which are not a part of Agency's services necessary for work to begin. At Agency's request, Augusta will provide all criteria and full information as to Augusta's and Agency's requirements for this part of the project, including objective and constraints, space, capacity, and performance required flexibility and expandability, and any budgetary limitations. Agency will reasonably rely on the accuracy, timeliness, and completeness of the provide by Augusta. All parties agree to work together on the basis of trust, good faith and affair dealing, and shall take actions reasonably necessary to enable each other to perform under this Contract in a timely, efficient and economical manner.
36. **Local Small Business.** In accordance with Chapter 10B of the Augusta, GA. Code, Agency expressly agrees to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with Augusta, GA. Code § 1-10-129(d)(7), for all contracts where a local small business goal has been established, Agency is required to provide local small business utilization reports. Agency shall report to Augusta the total dollars paid to each local small business on each contract, and shall provide such payment affidavits,

regarding payment to subcontractors as may be requested by Augusta. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta. Failure to provide such reports within the time period specified by Augusta shall entitle Augusta to exercise any of the remedies set forth, including but not limited to, withholding payment from Agency and/ or collecting liquidated damages.

37. **Commencement of Services.** The performance of services herein described in this Contract shall be commenced upon receipt by the Agency of a written Authorization To Proceed. The effective date of services shall be defined in the Authorization To Proceed.
38. **Audit.** At any time during normal business hours and as often as Augusta may deem necessary, the Agency shall make available to Augusta and/or audit representatives of Augusta for examination all of its records with respect to all matters covered by this Contract. It shall also permit Augusta and/or representatives of the audit, to examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
39. **Notices.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

AUGUSTA:

AGENCY:

Fire Chief
Augusta Fire Department
3117 Deans Bridge Road
Augusta, Ga. 30906

COPY TO:
General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, Ga. 30901

40. **Entire Contract.** RFP # _____ specifications and this Contract, including Attachments, represents the entire responsibilities and obligations between Augusta and Agency and supersedes all prior negotiations, representations, and agreements, either written or oral. All subsequent Amendments, properly executed, become part of this Contract by reference thereto.
41. **Conflicting Provisions.** In the event there are any conflicting provisions or requirements in the component parts of this Contract, the several Contract Documents shall take precedence in the following order:
RFP# _____
Contract, including Attachments
Amendments.

42. **Severability.** If any provision in this Contract or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision and to this end the provisions of this contract are declared severable and the remaining provisions are in full force and effect.
43. **Requested Assistance/Additional Services.** The Scope of Services does not include costs of Agency for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Augusta. All such services required or requested of Agency by Augusta, except for suits or claims between the parties to this Contract, will be reimbursed as additional services. Except as otherwise provided in this Contract, Agency shall indemnify and hold harmless, Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work.
44. **Prevailing Law and Jurisdiction.** The law of the State of Georgia shall govern the Contract between Augusta and Agency with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Augusta and Agency arising out of or relating to the Contract, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Agency, by executing this Contract specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
45. **Acknowledgment.** Agency acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Agency is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Agency's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Agency may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Agency agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Agency provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Agency. Agency assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity. " This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.
46. **E-Verify.** All contractors and subcontractors entering into contracts with Augusta , Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta , Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent

federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. S 1310-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia AGENCY will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

47. **Counterparts.** The Contract Documents are complementary, and what is called for by one is as binding as if called for by all.

IN WITNESS WHEREOF, Agency and Augusta have duly executed and delivered this Contract.

AUGUSTA, GEORGIA

By: _____
 Printed Name: Hardie Davis, Jr.
 Title: Mayor
 Date: _____

Attest:

By: _____
 Printed Name: Lena Bonner
 Title: Clerk of Commission

AGENCY

By: _____
 Printed Name: _____
 Title: President
 Date: _____

(affix seal)

EXHIBIT “A”

Scope of Services

CODING & BILLING

1. The Coding/Billing Agency (Agency) will commence billing the Patient Care Reports (PCR) with the start-up date established by the Agency and Augusta.
2. All services will be performed by the Agency under its supervision and shall have a registered nurse as part of the billing oversight team. The Agency will provide certified Ambulance Biller/Coders to provide coding and billing services to AFD.
2. Billing data will be imported directly from software agreed upon by Augusta and the Agency.
3. The Agency shall prepare invoices according to the rates established by Augusta.
4. The Agency shall prepare invoices according to the guidelines and procedures established by the Agency and Augusta, and all applicable laws and regulations according to Centers for Medicare & Medicaid Services (CMS), including those for Medicare and Medicaid services.
5. The Agency on behalf of Augusta, shall bill all non-emergent and emergent transports according to applicable laws established by Medicare, Medicaid and other applicable agencies
6. All invoices shall be billed in compliance with the Fair Debt Collection Practices Act.
7. Electronic filing is required method of filing invoices to appropriate parties, including insurance companies if available, Medicare and Medicaid if applicable. Augusta shall approve all forms and correspondence.
8. The Agency shall utilize available resources and databases to obtain billing insurance information on private pay patients.
9. The expectation of Augusta is that the initial invoices will be processed within five (5) business days of the receipt of the billing information, according to the agreed upon process for various claim types.

COLLECTIONS

1. The Agency shall process all claims according to the timelines defined by the Agency and Augusta.
2. The claims shall be divided in four revenue categories: Medicare, Medicaid, Insurance, and Private Pay.

3. Claims shall be appropriately re-categorized after receiving payment from the primary payer.
4. Denials for Medicare and Medicaid shall be processed according to the timelines defined by the Agency, Augusta, and the Carrier.
5. Customer service shall be provided from 8 am to 5 pm Eastern Standard Time (EST) using an Agency supplied phone number. It is preferred that the Agency include an 800- number for out-of-area or out-of-state customers.
6. The call system must be able to accept voice mail messages and route to appropriate person.
7. The awarded Agency must make a good faith effort to contact customers within 24 hours after initial contact from the customer.
8. The awarded Agency will treat all debtors fairly, with professionalism, honesty and integrity while obtaining the maximum results.
9. The Agency must remit to Augusta all funds collected, less refunds issued.
10. Fees charged by the Agency for billing and collection services will be based upon “net collections”.
11. Augusta regards “net collections” as total funds collected, less refunds issued, as a result of overpayments or erroneous payments.
12. An active Quality Assurance and Internal Auditing Control program for detecting, correcting, and avoiding process errors shall be maintained.

ACCOUNTING AND REPORTING

1. Accounting and reporting for all billing and collections shall be performed pursuant to Generally Accepted Accounting Principles.
2. Accounting and reporting shall be provided on a daily, monthly, quarterly, and annual basis, or as requested by Augusta. This shall include monthly auditing by the successful Agency to ensure accuracy of bills.
3. Reports and all supporting documentation shall be submitted to Augusta within ten (10) business days after the end of the month.
4. All reports must be provided to the appointed Augusta billing and collections contact by the time period specified.
5. Reports should be submitted electronically, either via email or secure server.

6. Reports should be provided in MS Excel, as PDF Documents, or a format to be determined collectively by the Agency and Augusta, when requested.
7. Below are the reports required by Augusta to monitor the billing and collection process. Additional reports may be added by the request of Augusta at no additional cost on an as-needed basis.
8. Reports may need to be modified periodically on specific issues or needs that arise.
9. Please specify the process to add/change or delete specific reports.
10. The Agency shall retain all financial and administrative records for a minimum of 7 years following the completion of the Contract, and shall permit Augusta or any of their representatives or auditors access to such records.

DAILY REPORTS

1. A revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
2. A report showing transports that cannot be billed including the reason the transport could not be billed.
3. A report showing the number and amount of claims filed with Medicare and Medicaid, including the confirmation information from Medicare or Medicaid acknowledging receipt of the claim.
4. A reconciliation report showing the amount of cash receipts posted and how the amount ties to the weekly bank deposit. Provide an explanation of any cash that is unable to be posted.

MONTHLY, QUARTERLY, AND ANNUAL REPORTS

1. A revenue report showing all transports billed. At a minimum, the report should include the date of service, incident number, patient name, origin, destination, procedure code, and gross charges.
2. An outstanding aged accounts receivable report sorted by payer, including a total outstanding aged report. The Report should show four categories of outstanding accounts: 30, 60, 90 and more than 120 days outstanding. The report would also show the last date of activity on the account. The report should break down the categories into the current financial class of the account (from where the next dollar payment is expected).
3. A report listing all refunds processed for the month.

4. A report of all accounts sent to collections.
5. A report of all account denials broken down by payer and then by type of denial.
6. A report of all claims denied by Medicare and Medicaid.
7. Provide monthly reports of any and all disclosures or releases of data or information, and the reasons there for.
8. A report of all claims written-off during the month.
9. Other reports on an as-needed basis useful in monitoring and evaluating Augusta's ambulance service and/or accounts receivable process.
10. Augusta reserves the right to audit the records of the Agency related to billing Augusta for the Agency's services. The Agency shall make and keep full and complete records and books of accounts of revenue and income, costs and expenses that specifically relate to performance under this contract.
11. Records and books of account, together with any or all other memoranda pertaining thereto that may be kept, maintained or possessed by the Agency, shall be open to examination during the regular business hours by Augusta or its representatives for the purpose of inspection, auditing, verifying, or coping the same or making extracts therefrom.
12. The Agency shall make and keep said records and books of account in accordance with generally accepted accounting principles.
13. The Agency shall provide to Augusta manuals outlining the policies and procedures established to facilitate the processing of the contract between the parties upon award and successful completion of a contract.

ANALYTICAL SERVICES

The Agency will be expected to provide analysis and expertise in all issues related to ambulance coding, billing, and collections. This includes analysis of trends and other pertinent issues that may develop.

Initially, the Agency will be expected to discuss monthly with Augusta to review performance. The minimum requirements of a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths, weaknesses, and opportunities of the performance. Key issues that might arise in the future should be identified, along with strategies to address the issues. This report should be prepared monthly.

TECHNOLOGY REQUIREMENTS

1. The Agency will provide all necessary software that meets Augusta's requirement and all software associated with the billing and collection process.
2. The Agency will provide all necessary hardware required to enable billing data collections.
3. Augusta shall be provided a system that will ensure complete and uninterrupted flow of service via back-up systems and a Data Recovery Project Plan/System should a disaster occur. Provide a copy of the plan for review by Augusta's IT Department.
4. The Agency should have the ability to utilize a secure FTP platform via VPN and/or FTP for billing extract file transfer. If the Agency recommends an alternative method for file transfer, please provide a detailed description of the recommended process.
5. The Agency should provide sufficient HIPAA compliance training to all employees detailing with applicable information.

COMPENSATION AND METHOD OF PAYMENT

Augusta shall make payments to the Agency in accordance with the "Fee Schedule". The Agency shall submit an invoice specifying the required services that were performed, accompanied by data satisfactory to Augusta, to document entitlement of payment.

1. Schedule of Costs

The Agency proposes to furnish all materials; supplies and services set forth herein, subject to all conditions outlined in this RFP, including the general instructions and information to companies, at the percentage indicated below. All invoices shall be submitted to Augusta at the end of each monthly billing period but no later than ninety (90) days after the date service has been rendered.

Percentage charged based on amounts collected for ambulance services billed by Agency, including the hardware/software option:

% _____

Annual charge for hardware, including a five (5) year no-fault warranty. Vendor must specify & provide cost.

\$_____

2. Fiscal Funding

If the Contract is awarded to an Agency, who is to be paid through any method other than percentage of the fund collected, then such Agency understands that Augusta shall request appropriate of funds periodically to make payments to the Contract hereunder. If said funds are not appropriated by Augusta in a timely manner, Augusta shall not be obligated to pay a penalty to the Agency. Such an event shall not constitute an event of default by Augusta. Augusta agrees to promptly notify the Agency in writing of such non-appropriation.

SUBCONTRACTING

None of the work or services covered by the Contract shall be subcontracted to a third party without prior written approval from Augusta. Any work or services subcontracted hereunder shall be specified, in writing, and approved by Augusta before execution, and any subcontractor contract shall expressly provide that it is subject to the terms of this Contract.

ASSIGNABILITY

The Agency shall not assign or transfer whether by an assignment or agreement, any of its rights, obligations, benefits, liabilities or other interest without the prior written consent of Augusta.

INSURANCE

It shall be the responsibility of the Agency or subcontractors to release from liability claims that may arise from the Contractor's acts, omissions, or operations carried out in connect with this RFP. The Agency shall secure and bear sole responsibility for any required insurance coverage including but not limited to Worker's Compensation Insurance, Public Liability Insurance, as well as any other insurance, which the Agency and City mutually determine to be necessary to carry out the provisions of this RFP. Insurance Limits as follows:

Worker's Compensation Insurance in accordance with the State of Georgia;

Public Liability Insurance in an amount of not less than \$1,000,000.00;

Professional Liability Insurance in an amount of not less than \$1,000,000.00.

Required Supplementary Information

1. Sample of all reports that will be provided to Augusta.
2. Explanation of what data we must provide your service and how it will be transferred. Include any opportunities for electronic data submission
3. A projection timeline of events that must take place from start-up to full operation.
4. Explanation of positive techniques used to work with and assist private pay patients in satisfying their bill and assurance they agency will refrain from using threats or intimidation as a collection technique. Accounts that are deemed uncollectible (determined by Augusta) will be returned to collections for further action.
5. A copy of your most recent SAS-70 audit report.
6. The Agency will provide the name and contact information of a primary contact person that will be responsible for the work performed per this RFP.

DETAILED SPECIFICATIONS

1. The Augusta Fire Department (AFD) provides a two-tier EMS response program. On all dispatches for EMS service, a fire company may be dispatched to evaluate the need for service, provide medical assistance and stabilize the patient and collect data regarding patient condition and billing information. This information is written on an "Emergency EMS Report, Augusta Fire Department Run Report.
2. Depending on the severity of the medical emergency, the following may occur:
 - A) The patient may be left where s/he was encountered or advised to obtain their own transportation to a doctor or clinic
 - B) A paramedic unit may be dispatched and the patient transported as a Basic Life Support Transport (BLS)
 - c) The patient can be transported as an Advance Life Support Transport (ALS)

In all events, an Emergency EMS Report is prepared for each EMS dispatch regardless of the service level provided to the patient. This document is the source document produced by AFD for EMS billing and EMS management information reports.

3. All payments for EMS billing shall be sent directly from the party responsible for payment to the Agency's Office. The Agency will provide to Augusta the original statement received by the payer and a copy of the check. The Agency will also provide a copy of the Daily Cash Receipts Schedule that itemizes payments received for EMS billing and identifies the date to be used by the Agency for management reports.

4. AFD will try to collect as much information as possible from a patient receiving EMS services, but there is no guaranteed that this information will be complete or totally accurate as it will be collected during the EMS run. It shall be the responsibility of the Agency to obtain whatever information is necessary in order to perform the billing process and generate accurate reports required by the contract.

5. AFD shall continue to collect data on all EMS dispatches for both tiers of the program. It shall be the responsibility of the Agency to collect this data and prepare reports as specified in the EMS Management Information System.

6. It is preferred that the Agency secure provider status and numbers for Augusta, at no charge to Augusta, which shall include, at a minimum, provider status and numbers for Medicare, Medicaid, an NPI number and any other applicable public assistance payments.

In the alternative, the Agency shall assist Augusta in securing provider status and numbers for Augusta, at no charge to Augusta, which shall include, at a minimum, a provider status and numbers for Medicare, Medicaid, an NPI number and any other applicable public assistance payments.

The Agency shall establish Augusta as a direct entry provider wherever possible.

7. The Agency shall establish and maintain an office that shall have all the necessary equipment, including but not limited to dedicated phone lines, computer terminals, modems, and sufficient personnel, materials and supplies to operate as Augusta's transport medical billing facility.

8. The Agency shall maintain, at a minimum, normal business hours Monday through Friday, 9:00 am. to 5:00 pm., except holidays.

9. The Agency shall be responsible for contacting all hospitals and other medical facilities that receive patients from AFD transport units to establish procedures necessary to complete documentation of City transport runs.

10. The agency shall be responsible for determining what information will be collected and retained to meet the criteria established by Medicare, Medicaid, or other applicable public assistance and/or private medical carriers, for billing appeals, auditing and other functions defined by these carriers. The Agency shall collect and maintain information defined by Augusta for the development of medical transport billing management information system.

11. The Agency shall be responsible for inputting coding/billing information shortly after it is received. The Agency shall process and transmit invoices to medical insurance carriers within the time specified by the medical insurance carriers; but not longer than three (3) weeks of

submission of the data from AFD. The Agency shall provide to Augusta a copy of all files upon Augusta's request.

12. The Agency shall be responsible for the transfer of all electronic files, records and other material maintained by any other agency.

13. The Agency will implement a billing system that encourages the use of different messages on subsequent reminder or late payment notices.

14. The Agency will implement a system that will accept partial payments. The billing system shall be mutually agreed upon by the Agency and Augusta.

15. The Agency shall define their normal billing cycle for primary insurance, secondary insurance and self-pay accounts.

16. The Agency shall have the capability of receiving electronic demographic files from Augusta, Ga. area hospitals. The Agency shall be responsible for and participate with Augusta in establishing this capability with hospitals.

17. The Agency shall have the ability to accept electronic file transfer of data listed on AFD reports.

18. The Agency shall provide, at minimum, the forms necessary for medical billing, all follow-up letters and forms to medical carriers, all follow-up letters and forms to citizens who have utilized EMS transport service, all correspondence to employers, and all financial, management and account tracking reports provided to Augusta. The design and wording to be used in the forms and letters shall be mutually agreed upon by the Agency and Augusta.

19. The Agency shall utilize a "Clearing House" to review all Medicare claims.

20. The Agency shall utilize a Collections' service to submit aged accounts for collections, upon a mutually agreed time of delinquency.

21. All files containing information relative to Augusta transport billing system shall be maintained separately from any other account managed by the Agency.

22. Adequate security, such as password protections, shall be provided to insure privacy of records.

23. The Agency shall provide backup files as an added method of security for the database. The backup files shall be stored in a fire proof safe with a minimum two hour rating.

24. The Agency shall develop various accounting and management reports for Augusta. The Agency shall provide various one-time reports requested by Augusta at no additional charge.

Transport Log Daily

Fire/EMS Administrator Summary

Fire/EMS Finance Officer Summary

Runs by Post Date

Monthly Deposit Log

25. Prior to issuance of transport bills, a trial run shall be conducted of the system to include the preparation of “dummy” bills and report. Upon review and acceptance by Augusta, the system shall be placed into operation.

26. It shall be the responsibility of the Agency to constantly update the filing system so that it complies with the current requirements established by the medial carriers. This shall include, but not be limited to, revising programming, updating master CFIT coding and descriptions, updating master **IC 10 CM** diagnosis coding, conformance with **ANXI X-12** format, consulting with Augusta for updating/reviewing fees, charging patterns and practices, carrier negotiations, revising paperwork, updating manuals and retraining personnel as necessary.

27. The Agency shall provide real-time, on-line services to handle all data processing requirements. The Agency shall store all information collected on data processing magnetic media. One year of activity shall be maintained on-line in the system for immediate access. Information older than one year shall be dumped onto a separate media and shall be retained for 7 years. All collected information shall be backed-up with a separate media.

28. The Agency shall follow all current governmental HIPPA regulations. Agency must sign a Business Associates Agreement upon acceptance of the contract assuring Augusta that they are HIPPA complaint.

29. All software must be compatible with current software utilized by the AFD for incident reporting. The Augusta Fire Department is currently migrating to Image Trend.

OPTIONAL: AFD EMPLOYEE TRAINING

1. Agency will provide training to AFD personnel on coding, billing and collection procedures.
2. If Agency elects to provide training for AFD personnel on coding, billing and collection, Agency will provide generalized outline of training.
3. Agency will provide one set of books to AFD to include AAA Manual by David Wefel; ICD 10 Books (CM Expert (Diagnostic) and HCPCS (Billing) Level II Expert; Quick Guide from www.pwwemslaw.com; and current Medicare Reference Manual.

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, November 21, 2023 @ 11:00 a.m.** via **ZOOM Meeting ID: 835 8617 1785; Passcode: 924027** for furnishing:

RFP Item #23-149 Ambulance Coding, Billing and Collection Services for Augusta, GA – Fire Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held Monday, November 6, 2023 @ 2:00 p.m. Via Zoom – Meeting ID: 889 9229 0657; Passcode: 569588.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, November 7, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of ninety (90) days after RFPs have been opened, pending the execution of contract with the successful Proposer(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to the procurement. All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark the RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	October 12, 19, 26, 2023 and November 2, 2023
Metro Courier	October 5, 2023


Revised: 3/22/21



**RFP Item #23-149 Ambulance Coding, Billing and Collection Services for
Augusta, GA - Fire Department
RFP Due: Tuesday, November 28, 2023 @ 11:00 a.m. ZOOM Meeting**

**Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 299
Georgia Procurement Registry: 1117
Total packages submitted: 2
Total Noncompliant: 1**

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies	Fee Proposal
GBBS HeathCare Solutions 600 Corporate Pointe, Ste. 1250 Culver City, CA 90230	Yes	No/Non Compliant	InValid 26-3746595	Yes	Yes	Yes	Yes
EMS Management & Consultants, Inc 2540 Empire Drive, Ste. 100 Winston-Salem, NC 27103	Yes	Yes	658046	Yes	Yes	Yes	Yes

<div><div></div><div>Evaluation Sheet RFP Item # 23-149 Evaluation Meeting Ambulance Coding, Billing and Collection Services RFP Due: Tuesday, November 28, 2023 @ 11:00 a.m. ZOOM Meeting Evaluation Date: Thursday, December 14, 2023 @ 2:00 p.m. via ZOOM</div></div>												
Vendors			EMS Management & Consultants, Inc 2540 Empire Drive, Ste. 100 Winston-Salem, NC 27103		GBBS HeathCare Solutions 600 Corporate Pointe, Ste. 1250 Culver City, CA 90230				EMS Management & Consultants, Inc 2540 Empire Drive, Ste. 100 Winston-Salem, NC 27103		GBBS HeathCare Solutions 600 Corporate Pointe, Ste. 1250 Culver City, CA 90230	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)									
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)		Weighted Scores						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	FAIL							
2. Qualifications & Experience		(0-5)	20	5.0		100.0		0.0				
3. Organization & Approach		(0-5)	15	4.5		67.5		0.0				
4.Scope of Services Scope of Services (30 points) - Provide details on your approach to the Introduction (Section II) and Scope of Services (Section III) to include your organizations experience in the following item: a.Capacity to accomplish the work in the required time. b.Quality and conciseness of the Work Program and Program Schedule. c.Firm’s understanding of the work to be done. d.Past performance on contracts with government agencies, private agencies, private industry in terms of cost control, quality of work, compliance, efficiency of performance schedules. Document by references and other means. e.Specialized experience and technical competence in the type of work required. f.Include a list of similar projects undertaken. g.Capacity to retain competent staff and accomplish the work in the required time.		(0-5)	15	4.5		67.5		0.0				
5.Financial Stability		(0-5)	10	4.5		45.0		0.0				
6. References		(0-5)	5	4.5		22.5		0.0				
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)												
Within Richmond County		5	10			0.0		0.0				
Within CSRA		5	6			0.0		0.0				
Within Georgia		5	4			0.0		0.0				
Within SE United States (includes AL, TN, NC, SC, FL)		5	2	5.0		10.0		0.0				
• All Others		5	1			0.0		0.0				
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			28.0		312.5 0.0							
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)												
8. Presentation by Team		(0-5)	10			0.0		0.0				
9. Q&A Response to Panel Questions		(0-5)	5			0.0		0.0				
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)					Cost/Fee Proposal Consideration							
Lowest Fees		5	10	5.0		50.0		0.0				
Second		5	6			0.0		0.0				
Third		5	4			0.0		0.0				
Forth		5	2			0.0		0.0				
Fifth		5	1			0.0		0.0				
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5.0		50.0		0.0				
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to												
Total Cumulative Score (Maximum point is 500)			33.0		362.5 0.0							
Internal Use Only												
Evaluator: Cumulative Date: 12/14/23												
Procurement DepartmentRepresentative:____Nancy Williams_____												
Procurement Department Completion Date: 12/14/23												

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

December 14, 2023

Ms. Geri Sams, Procurement Director

Ref: RFP 23-149 Ambulance Coding, Billing & Collections
For Augusta, GA Fire Department

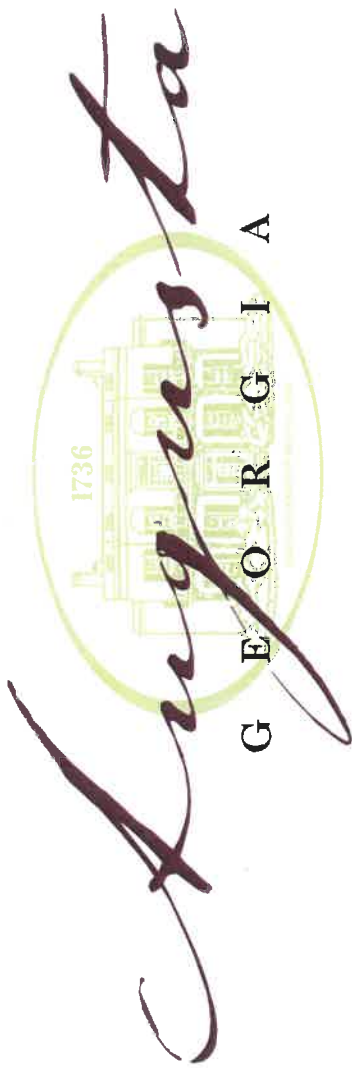
Dear Ms. Sams:

After careful review and scoring of the bid packages submitted for RFP 23-149 EMS Ambulance Coding, Billing & Collections Services for Augusta, Georgia Fire Department with our committee, and Procurement staff, EMS Management & Consultants submitted the most responsive proposal. I would like to recommend the award of this contract to EMS Management Consultants.

If you have questions or require further information, do not hesitate to contact me at 706-821-1640 or 706-821-2933.

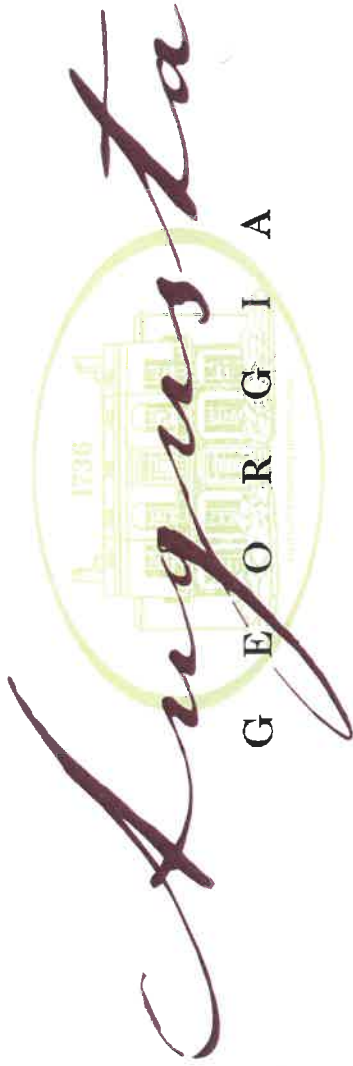
Sincerely,

Antonio Burden
Fire Chief/EMA Director



Project Procurement Management: Best Practices

Geri A. Sams
Procurement Director



Project Procurement Management: Best Practices

Geri A. Sams
Procurement Director

Pocurement & Contract Management

We would like to acknowledge the Utilities Department in the preparation of this workshop....by including the Procurement Department and others will give you a better idea of the who, what, when and how the City function overall.

Thank You

Augusta Utilities Staff

For more information on the topic please refer to the procurement website at www.augusta.ga.gov

Procurement Introduction

Purchasing goods, services and works (procurement) is a critical element of project implementation. . .

- Inefficient or ineffective procurement may have serious consequences:
 - ✓ expected project results and impacts not achieved
 - ✓ delays in project implementation
 - ✓ higher cost of implementation
- Procurement is a sensitive activity:
 - can be conducive to corruption and fraud*
 - ✓ complexity of certain procurement actions
 - ✓ combined use of Federal, State & Local regulations / guidelines

Procurement Defined

The term “procurement” refers to the process of acquiring goods, works and services. The process spans the whole cycle from identification of needs through to the end of a services contract or the useful life of an asset

Objectives

- ✓ What is Procurement's role and responsibility in the procuring of various goods and services?
- ✓ What are the tasks involved in procurement supervision of city procurements in various departments?
- ✓ How is procurement supervision conducted?
- ✓ How are contracts managed?

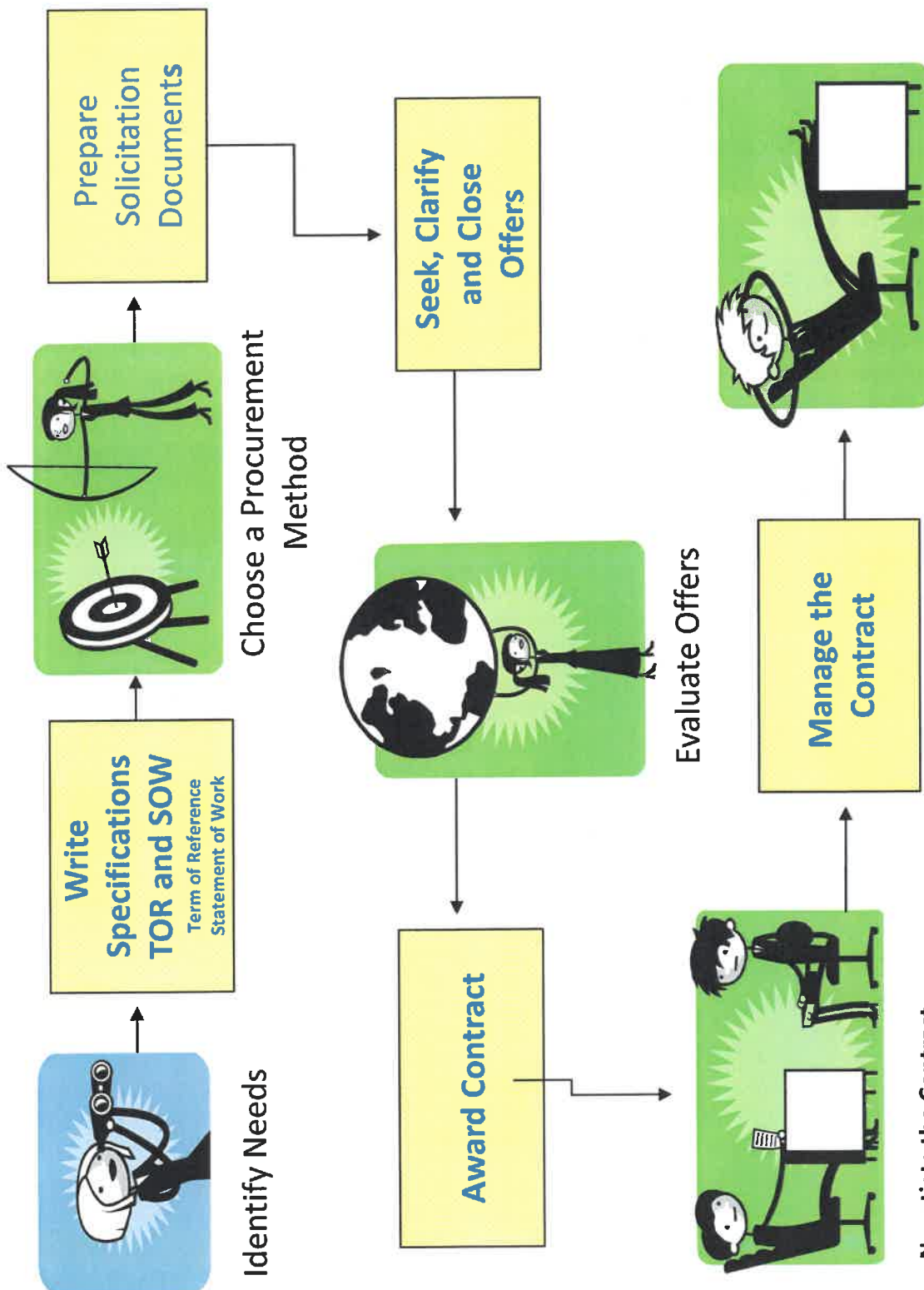


BEST PRACTICES

- **Best Practices** are defined as techniques that business units may use to help detect and *avoid problems in the acquisition*, management, and administration of contracts. Best practices are **practical techniques** gained from practical experience that may be used **to improve the procurement process**



Procurement Chain



Negotiate the Contract
Department Recommendation –
Commission Approves/Disapproves

Evaluate the Procurement



Identify Needs

- The first step in the public procurement process is to identify requirements. All procurement requirements begin with the perception of a need. The need to cross a body of water could create a requirement to build a bridge, a ferry, or other transportation systems.
- At this stage it is necessary to clearly define the need, and this may be done by way of a study to determine the best mode to cross the body of water (given the present situation and forecasted future need), then the type of bridge to be constructed, or a comparative cost/benefit analysis to determine the best solution between a bridge and other alternatives.



Choose a Procurement Method:

- **Article 6 Procurement Source Selection Methods and Contract Awards**
- **Sec. 1-10-48. Generally.**
- **Sec. 1-10-49. Purchase order.**
- **Sec. 1-10-50. Sealed bids selection method.**
- **Sec. 1-10-51. Request for proposals.**
- **Sec. 1-10-52. Sealed proposals.**
- **Sec. 1-10-53. Competitive selection procedures for professional and consultant services.**
- **Sec. 1-10-54. Informal bids selection methods (standard and small purchases) and authority of Administrator and General Counsel.**
- **Sec. 1-10-56. Sole source procurement.**
- **Sec. 1-10-57. Emergency procurement selection method.**
- **Sec. 1-10-58. Annual contracts**



Choose a Procurement Method

After a determination of your method then.....

Prepare Solicitation Document

Seek, Clarify



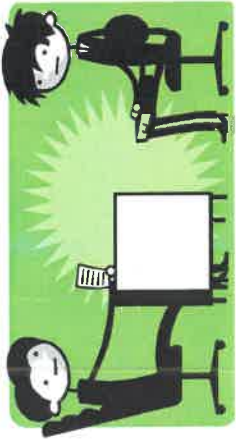
Evaluate Offers

Seek, Clarify and Close Offers Internally



User Department Recommends an Award Contract

Commission Approves/Disapproves



Negotiate the Contract

Seek, Clarify and Close Offers Internally



User Department Recommends an Award Contract



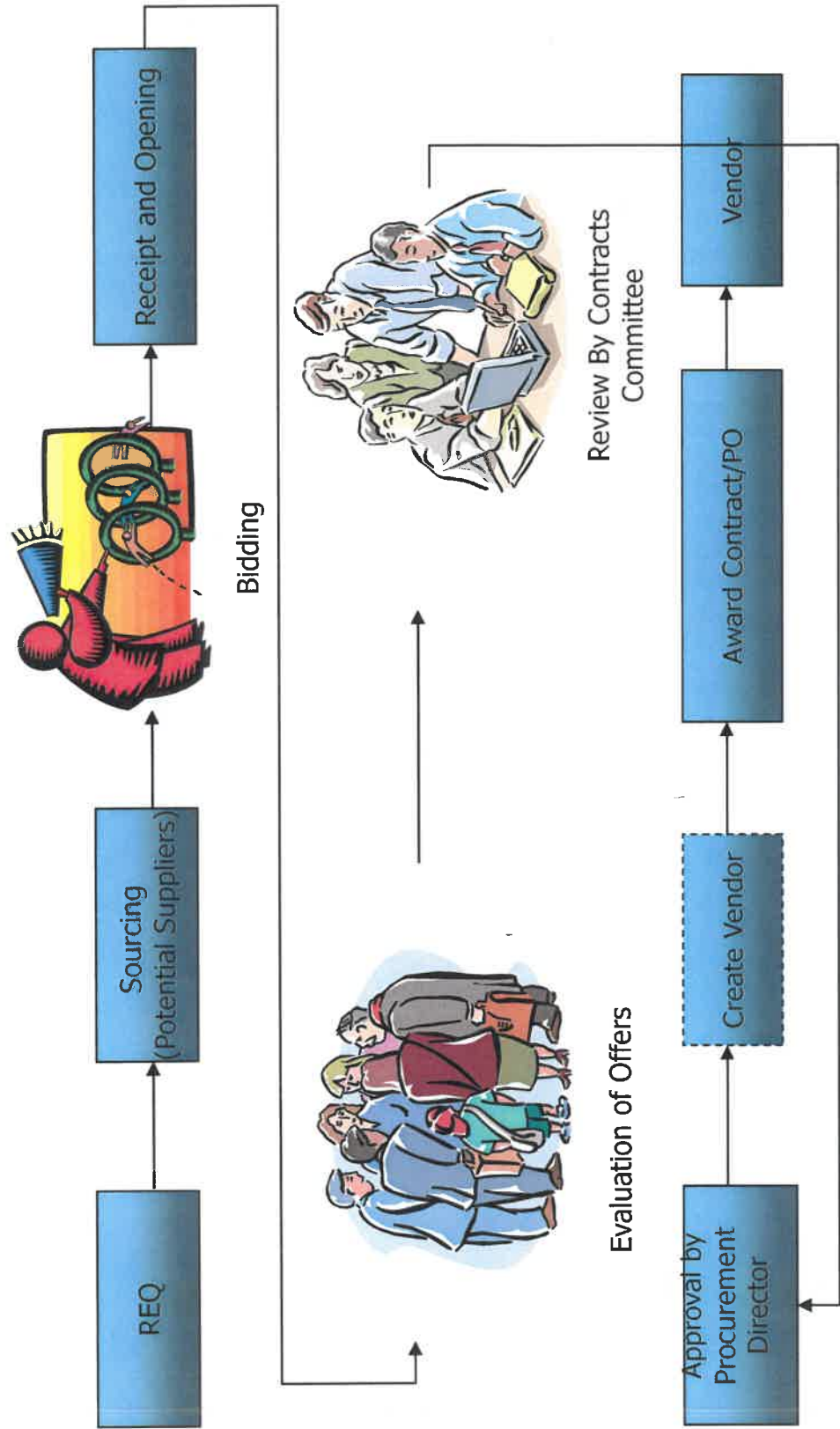
Manage the Contract

Seek, Clarify and Close Offers Procurement and Law Departments **shall** be included in making the “Final Offer”.

Contract is approved by Augusta – Task is Complete

Procurement Chain

Requisitions:



Requisition Process Flow



Requisition creation:

- In IFAS user department can create an approved requisition. Therefore, the documentation of the department manager's approval must take place outside of the user department. This documentation could take different forms depending on the circumstances – for example, the procurement plan attached to the project document or a signed copy of the purchase requisition.

Budget check:

- In IFAS, commitment control is implemented in the PO level. Hence although a pre-encumbrance is created once the budget check is performed, the actual budget line will not be impacted. NOTE: Until as Purchase Order is printed.

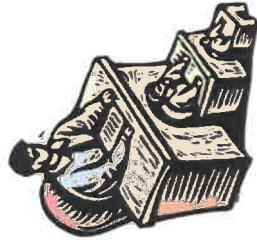
Acquisition Team (A-Team) receives duly approved and budget checked requisition through workflow and proceeds with the procurement activities.

PO Process Flow



PO creation:

- Once all procurement and contracting process are completed in accordance with Federal, State or Augusta, Georgia' regulations and rules the Procurement Director will then create a PO in IFAS.
- Enter Vendor's profile information for procurement of goods
- If the vendor does not already exist in the system, users would have to enter the vendor information and submit for approval before creating a PO



PO approval:

- once the PO is completed, it would be routed for the budget owner's approval



Budget check:

- once the PO is approved by the budget owner, Buyer would need to perform budget check to create encumbrance in the system before dispatching to vendor.



Dispatch PO

Payment Process Flow



Receipt creation:

-Once the goods or services is received, the **Accounting Department** will then create a receipt in the system.



Voucher creation:

- Once an invoice is received, the finance users will then create a voucher to process the payment



Budget check:

-In IFAS no additional approval is need for PO-vouchers.
-Users need to perform budget checks to liquidate the encumbrance and create an expense in the commitment control.



Matching:

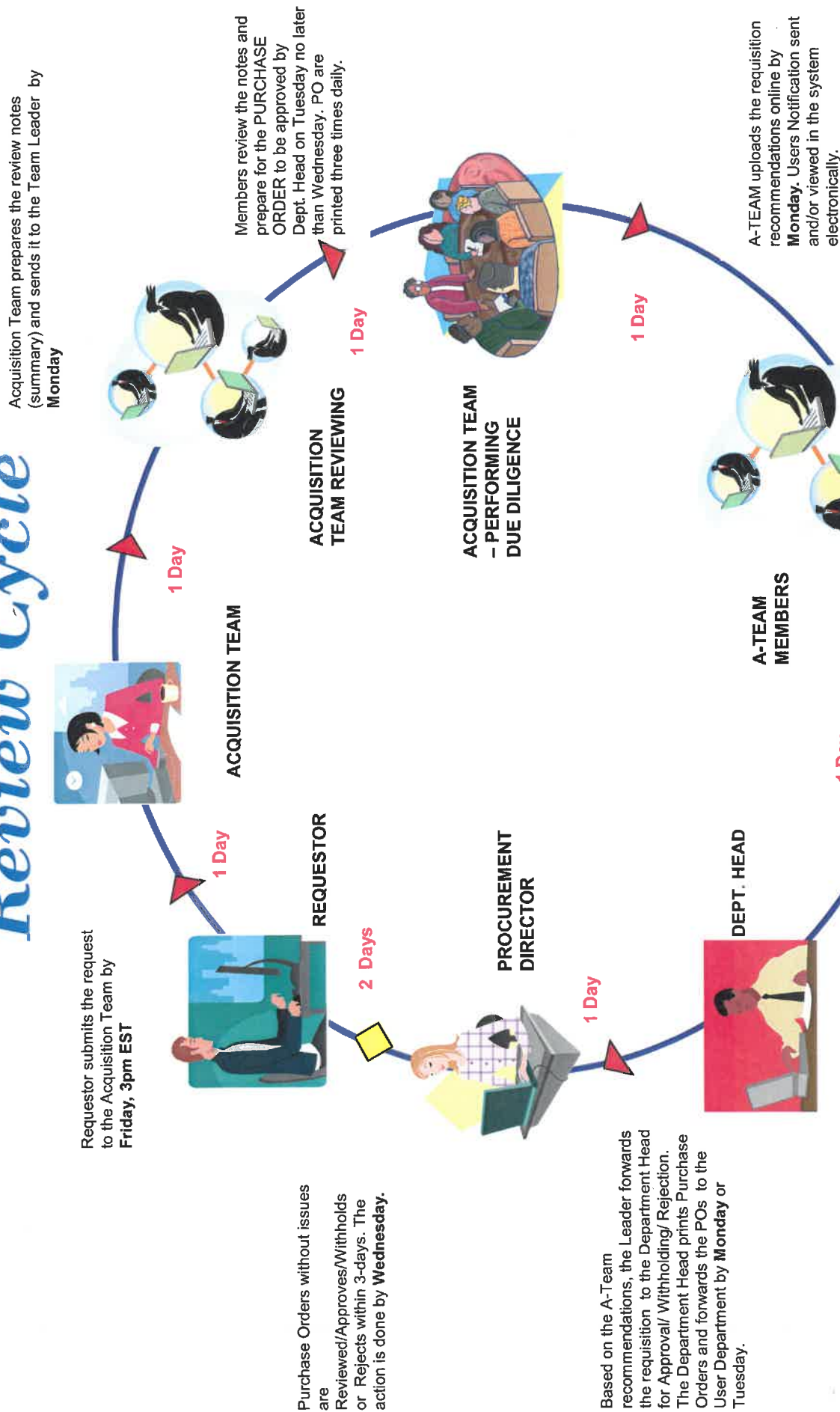
-The matching process is scheduled and performed automatically in the backend.
-The matching process validates information between PO, receipt and voucher.



Payment

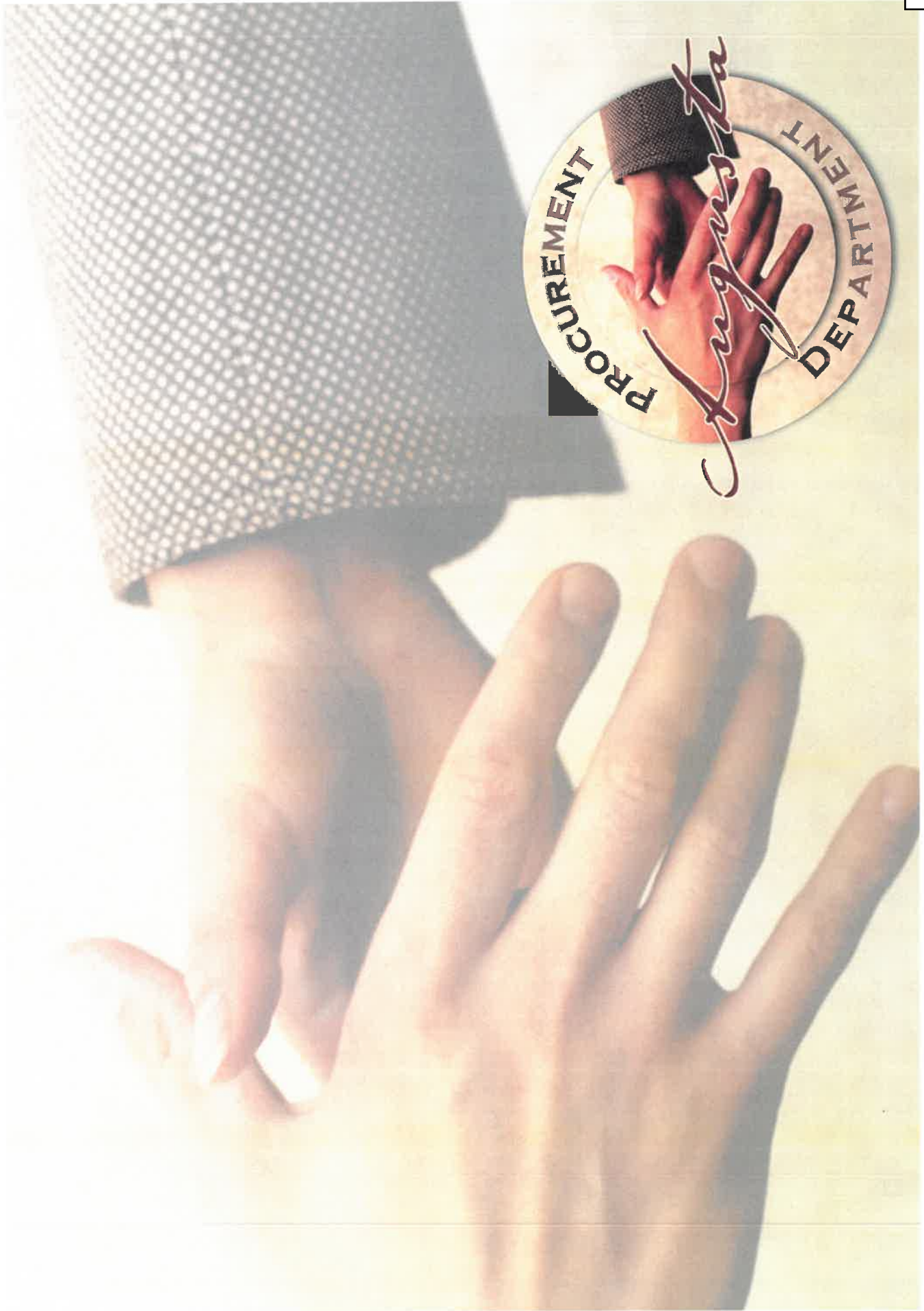
17

Review Cycle



Procurement Review Cycle = 3 Working Days

* Based on the assumption that the Requestor has provided all the relevant information to facilitate a purchase order. Note: Department's range for most Purchase Orders is 2-3 days.





Thank You

Augusta's Procurement Department

Questions

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Public Safety Committee

Meeting Date: April 30, 2024

Vendor Award – RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department

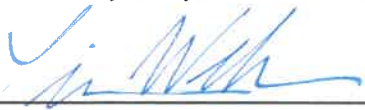
Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate and to authorize the mayor to execute appropriate documents.
Background:	The Augusta Fire Department, through the Augusta Procurement RFP process, requested proposals for real estate brokerage services to sell Old Fire Station NO 7 located at 2163 Central Avenue.
Analysis:	The Fire Department recommends the award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate. After careful review and scoring the proposals submitted, Jordan Trotter Commercial Real Estate was the most responsive bidder.
Financial Impact:	Commission rate if sale is accepted by Augusta is 3%. Flat Fee due if an offer is rejected by Augusta is \$15,000
Alternatives:	None at this time.
Recommendation:	To approve the Motion to approve award of RFP 24-901 Real Estate Brokerage Services for the Sale of Old Fire Station No. 7 for Augusta, GA Fire Department to Jordan Trotter Commercial Real Estate and to authorize the mayor to execute appropriate documents.
Funds are available in the following accounts:	274-03-4110 / 5211110
<u>REVIEWED AND APPROVED BY:</u>	N/A

24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.




Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

Fee Proposal

- | | |
|--|---------------------|
| 1. Commission rate for brokerage service if a sale.
proposal is accepted by Augusta | % <u>3.00</u> |
| 2. Flat fee due if Augusta rejects all sale proposals | \$ <u>15,000.00</u> |
| 3. Typical listing agreement days: | <u>180</u> |

SUBMITTED BY: <u>Liam Welch</u>	Phone # <u>706.736.1031</u>
 _____ Signature	Email Address <u>liam@jordantrotter.com</u>
<u>Jordan Trotter Commercial Real Estate</u> Name of Business	
<u>Liam Welch, Associate</u> Name and Title	
<u>3510 Wheeler Road</u> Address	<u>Augusta, Georgia 30909</u> City/State/Zip Code

Fee Proposal is to be submitted in a separately sealed envelope

24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.


Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

Fee Proposal

1. Commission rate for brokerage service if a sale.
proposal is accepted by Augusta

% 2.5

2. Flat fee due if Augusta rejects all sale proposals

\$ 20,000.00

3. Typical listing agreement days:

180

SUBMITTED BY: SHERMAN & HEMSTREET

Phone # 706.722.8334

Signature

Email Address JWILSON@SHERMANANDHEMSTREET.COM

SHERMAN & HEMSTREET

Name of Business

COMMERCIAL SALES AGENT

Name and Title

4316 WASHINGTON RD

Address

EVANS, GA 30809

City/State/Zip Code

Fee Proposal is to be submitted in a separately sealed envelope

24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

ADDENDA ACKNOWLEDGEMENT


My signature below confirms my receipt of all addenda issued for this proposal.


Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

Fee Proposal

1. Commission rate for brokerage service if a sale.
proposal is accepted by Augusta % 10
2. Flat fee due if Augusta rejects all sale proposals \$ 40,000.00
3. Typical listing agreement days: 365

SUBMITTED BY: Emily Masters Phone # 404-939-9502

 Signature Email Address emily@dtspade.com
Dudley Thomas Spade SRE, LLC
 Name of Business
Emily Masters, Director of Operations
 Name and Title
900 Circle 75 Parkway, Suite 1350 Atlanta, GA 30339
 Address City/State/Zip Code

Fee Proposal is to be submitted in a separately sealed envelope

24-901 Brokerage Services Fee Proposal

I have read and understand the requirements of this request for proposal RFP 24-901 Brokerage Services and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.


Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

Fee Proposal

- | | |
|--|---------------|
| 1. Commission rate for brokerage service if a sale.
proposal is accepted by Augusta | % <u>0</u> |
| 2. Flat fee due if Augusta rejects all sale proposals | \$ <u>N/A</u> |
| 3. Typical listing agreement days: | <u>90</u> |

SUBMITTED BY: Martin E. Higgenbotham Phone # (863) 644-6681

 Email Address Marty@Higgenbotham.com
Signature

Higgenbotham Auctioneers International Limited, Inc.
Name of Business

Martin E. Higgenbotham, President
Name and Title

<u>1629 Shepherd Road</u>	<u>Lakeland, FL 33811</u>
Address	City/State/Zip Code

Fee Proposal is to be submitted in a separately sealed envelope

FEE PROPOSAL

For this disposition that is handled by sealed bid auction, Higgenbotham Auctioneers International Ltd., Inc. is proposing to work on a **Buyer's Premium ("BP")**, with the full BP being our commission for the sale. This is added to the High Bid Price to achieve the Total Contract Price. For example:

High Bid:	\$1,000,000
BP (10%):	\$100,000
Total Contract Price:	\$1,100,000
Real Estate Commission:	\$100,000
Net to the City:	\$1,000,00

As opposed to a traditional brokerage sale:

Purchase Price:	\$1,000,000
Commission (6%):	\$60,000
Net to the City:	\$940,000

So, in this example, the City will net \$60,000 more with the Buyer's Premium approach than the traditional brokerage approach. That will save the City (and the taxpayers who support it) thousands of dollars! It's also why we listed our commission rate on the City's form at 0% and that was confirmed acceptable from the City by Mr. Darrell Whitewood.

There is a **common misperception** from sellers (and government agencies) that prospective bidders will adjust their bids based on paying a Buyer's Premium in addition to the High Bid Price. In theory, that might be true, but from our professional experience and empirical evidence, Buyers view the Buyer's Premium as a cost of doing business, much the same way as states and local jurisdictions levy sales taxes – they don't think about it, they just pay it because they want the property. That has proven itself in our experience thousands of times.

For this contract, we are proposing for the sale of the Old Fire Station #7 a **10% Buyer Premium**. As an example, if the property's high bid is \$628,230 (the County's appraised value), our Buyer Premium would be \$62,823 (10% of \$628,230), which is paid by the Buyers, and the Total Contract Price would be \$691,053.

In addition to the Buyer paying our compensation, **the Buyer, per our purchase and sale agreement, would also pay 100% of the closing costs** (title, escrow, etc.), rather than a 50/50 split between Buyer and Seller, saving the City **even more thousands of dollars**. All of this is far less than the City would pay under a traditional brokerage arrangement.

As to compensating co-operating buyer brokers, we would compensate a properly-registered broker who has registered their buyer with our firm, if their client has the winning bid, we will compensate the buyer broker with 20% of our net Buyer Premium.

But as in all real estate commissions, the commissions are **negotiable** and will be finalized upon award of contract.



Public Safety Committee

Meeting Date: April 30, 2024

Vendor Award – RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC and to authorize the mayor to execute appropriate documents.
Background:	The Augusta Fire Department, through the Augusta Procurement RFP process, requested proposals for a custom designed air light vehicle. This vehicle plays an integral role in the safety and wellbeing of firefighters during emergency incidents by providing auxiliary oxygen and adequate lighting, when necessary.
Analysis:	The Fire Department recommends the award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC. After careful review and scoring the proposals submitted, Ten-8 Fire & Safety, LLC was the most responsive bidder.
Financial Impact:	\$568,500
Alternatives:	None at this time.
Recommendation:	To approve the Motion to approve award of RFP 24-128 Air Light Vehicle for Augusta, GA Fire Department to Ten-8 Fire & Safety, LLC and to authorize the mayor to execute appropriate documents.
Funds are available in the following accounts:	Funding is available in the Fire Department 2024 budget 274034110-5422320
<u>REVIEWED AND APPROVED BY:</u>	N/A

Fee Proposal

The above firm proposes to undertake the referenced project as shown in this Request for Proposal and all exhibits at the following quoted lump sum prices to include delivery and setup cost.

Each proposal shall be accompanied by a set of manufacturer's set of specifications consisting of a detailed description of the apparatus, construction methods, and equipment proposed to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component's parts and equipment, providing proof of compliance with each and every item in the department's advertised specifications.

Total Lump Sum Price:

\$ 568,500.00 Dollars \$ 568,500.00)

12 months

(Estimated Delivery Date)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

BID SUBMITTED BY:

NAME: Jeff Amlong

COMPANY: TEN-8 Fire & Safety

ADDRESS: 1591 Collier RD.

CITY/STATE: Forsyth, GA 31029

TELEPHONE: 352-494-9945

FAX: N/A EMAIL: Jamlong@TEN8Fire.com

SIGNATURE: 

Fee Proposal shall be submitted in a separate sealed envelope
with the following information on the outside of it:
RFP 24-128 – Air Light Vehicle - Fee Proposal



Equipment Proposal

Proposal # FPG01

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: January 15, 2024 ("Proposal Date") Customer: Augusta Fire Dept. ("Customer")

Customer Address: Augusta, GA

Qty	Product Description & Options	Price
1	Air / Light unit per attached FPG specifications	\$568,500.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		
Total:		\$568,500.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 12 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within 90 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Augusta Fire Dept.

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: 

Title: Authorized Sales Representative

Print: Jeff Amlong

Date: 01/15/2024

EXHIBIT B
WARRANTY

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



RFP Opening: RFP Item #24-128 Air Light Vehicle
for Augusta, GA – Augusta Fire Department
Evaluation Date: Thursday, February 1, 2024 @ 2:00 p.m. via ZOOM

Item 3.

Vendors			Ten-8 Fire & Safety, LLC. 2904 59th Avenue Drive E Bradenton, FL 34203	Ten-8 Fire & Safety, LLC. 2904 59th Avenue Drive E Bradenton, FL 34203
Phase 1			Ranking of 0-5 (Enter a number)	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)	Weighted Scores
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS
2. Qualifications & Experience	(0-5)	15	5.0	75.0
3. Organization & Approach	(0-5)	10	4.5	45.0
4. Scope of Services (30 points) - Provide details on your approach to the Scope of Services (Section II) to include your organizations experience and ability to provide the following item: a)Warranty Information. b)Components of the Air Light Vehicle. c)Specifications of the Air Light Vehicle. d)Engineering & Design of the Air Light Vehicle. e)Service & Support of the Air Light Vehicle.	(0-5)	30	4.0	120.0
5. Financial Stability	(0-5)	5	4.5	22.5
6. References	(0-5)	5	5.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)				
Within Richmond County	5	10		0.0
Within CSRA	5	6		0.0
Within Georgia	5	4		0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2	5.0	10.0
• All Others	5	1		0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			28.0	297.5
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)				
8. Presentation by Team	(0-5)	10		0.0
9. Q&A Response to Panel Questions	(0-5)	5		0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)				Cost/Fee Proposal Consideration
Lowest Fees	5	10		0.0
Second	5	6		0.0
Third	5	4		0.0
Forth	5	2		0.0
Fifth	5	1		0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for				
Total Cumulative Score (Maximum point is 500)			28.0	297.5

Internal Use Only

Evaluator: Cumulative Date: 2/1/24

Procurement Department Representative: _____ Nancy Williams _____

Procurement Department Completion Date: 2/1/24



Public Safety Committee

Meeting Date: April 30, 2024

BTR for Public Ground Ambulance Upper Limit Supplemental Payment Adjustment

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve a BTR for revenue of \$19,542.92 received from The Department of Community Health to the Fire Department's medical supply account.
Background:	The Augusta Fire Department received a supplement payment adjustment of \$19,542.92 for Public Ground Ambulance service from The Department of Community Health for claim period 1/1/2022 – 12/30/2022. We would like to transfer these funds from the revenue account to our operational account to offset the cost of medical supplies and equipment maintenance for the remainder of 2024.
Analysis:	The Department of Community Health (DCH) received approval from the Centers for Medicare & Medicaid Services (CMS) to provide a supplemental payment adjustment to government-owned (hospital affiliated or free-standing) ground ambulance providers in Georgia. Effective with dates of service beginning on January 1, 2020, and thereafter. The Fee-for-Service (FFS) Ground Ambulance Upper Payment Limit (UPL) Program compensates eligible ambulance providers for ambulance services provided to Medicaid FFS members. The UPL is based on commercial rate information through the calculation of an average commercial rate (ACR) for each applicable ambulance service
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	To approve the motion to approve a BTR for revenue of \$19,542.92 received from The Department of Community Health to the Fire Department's medical supply account.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Fire Department/Emergency Management Agency

Antonio Burden, Fire Chief/EMA Director

January 26, 2024

Ms. Takiyah Douse, Interim Administrator

Ref: Notice of Intent – Public Ground Ambulance Upper Payment Limit for Claim Period
1/1/22 – 12/30/22

Dear Ms. Douse:

The Department of Community Health (DCH) received approval from the Centers for Medicare & Medicaid Services (CMS) to provide a supplemental payment adjustment to government-owned (hospital affiliated or free-standing) ground ambulance providers in Georgia. Effective with dates of service beginning on January 1, 2020, and thereafter. The Fee-for-Service (FFS) Ground Ambulance Upper Payment Limit (UPL) Program compensates eligible ambulance providers for ambulance services provided to Medicaid FFS members. The UPL is based on commercial rate information through the calculation of an average commercial rate (ACR) for each applicable ambulance service.

Medicaid payments are financed by the federal government and the state. On an annual basis, the federal government determines the level of federal support for the Medicaid program, which is calculated through a percentage known as the Federal Medical Assistance Percentage (FMAP). The state share is equal to the total Medicaid payment, minus the federal share. The federal fiscal year 2023 FMAP for the state of Georgia is 66.02%. For example, if a Medicaid payment is \$100, the federal share is \$66.02 and the state share is \$33.98. The State does not keep the IGT supplied by the government owned ambulance provider. Under an IGT financing structure, the government-owned provider is financing the state share of the Medicaid payment by transmitting the state share of the payment to the Medicaid agency.

The Augusta Fire Department received a Notice of Intent to Transfer form for the Public Ground Ambulance UPL for amount of \$29,659.92. The data used to calculate the final supplemental UPL payment comprises all Medicare and Medicaid services provided by Augusta Fire Department ambulances billed through our billing company EMS/MC for the period of January 1, 2020, through December 30, 2022. When the Public Ambulance Upper Payment Limit (UPL) Program was established, the State Legislature did not put any money in the budget to account for the State Share portion of the calculation. Therefore, the providers are required to send to the State (DCH), the state share of the payment which is returned to the provider after the payment is made. Our state share is \$10,117 which is due by February 6, 2024, via EFT or ACH. The final payment of \$19,542.92 (Federal Share) and reimbursement of \$10,117 (State Share) will be remitted by February 29, 2024.

Augusta Fire Department/Emergency Management Agency
3117 Deans Bridge Road, Augusta GA 30906
(706) 821-2909 – Phone (706) 821-2907-Fax
WWW.AUGUSTAGA.GOV

There is no obligation or penalty to refuse these funds however, it is my recommendation that we accept and apply this funding to the Fire Department budget as additional revenue to offset medical supply expenditures for the remainder of 2024. If you would like to accept the UPL funding for claim period January 1, 2022, through December 30, 2022, a link to the Notice of Intent can be emailed to Finance for processing.

If you have questions or concerns, do not hesitate to contact me at 706-821-1640. Your attention to this matter is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Antonio Burden', with a stylized flourish at the end.

Antonio Burden
Fire Chief/EMA Director

Cc: Donna Williams, Finance Director



**GEORGIA DEPARTMENT
OF COMMUNITY HEALTH**

Brian P. Kemp, Governor

Russel Carlson, Commissioner

2 Martin Luther King Jr. Drive SE, East Tower | Atlanta, GA 30334 | 404-656-4507 | www.dch.georgia.gov

Date: January 18, 2024

To: Chief Executive Officer/Chief Financial Officer

From: Kim S. Morris, Director of Reimbursement
Division of Financial Management

Subject: State Fiscal Year 2024 FINAL Upper Payment Limit (UPL) Ground Ambulance Payments (Claim Period Covered: January 1, 2022 – December 30, 2022)
003221103A AUGUSTA RICHMOND COUNTY GOVERNMENT

BY ELECTRONIC MAIL

The Department of Community Health “the Department” has received approval from the Centers for Medicare and Medicaid Services (CMS) for the SFY 2024 Ground Ambulance Payments UPL calculation. On March 23, 2023, the Department paid an interim supplemental payment to eligible ambulance providers. The Department will pay the final payment (net of first interim payment) by February 29, 2024. Information regarding the schedule of events, notice of intent, UPL payment calculation and intergovernmental transfer amounts are attached.

For AUGUSTA RICHMOND COUNTY GOVERNMENT, the UPL payment of \$60,676.98 was calculated using the tables below.

HCPCS Code Description	Final Medicaid Units	Final Average Commercial Rate (ACR)	Final Upper Payment Limit (UPL)	Final Medicaid Payments	Final Third-Party Payments	Final Total Medicaid Payments	Final Supplemental Payment
A0425	61	\$ 12.90	\$ 787.14	\$ 300.12	\$ 0.00	\$ 300.12	\$ 487.02
A0426	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
A0427	30	\$ 739.19	\$22,175.58	\$9,747.90	\$ 0.00	\$9,747.90	\$12,427.68
A0428	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
A0429	82	\$ 459.93	\$37,714.26	\$20,969.04	\$ 0.00	\$20,969.04	\$16,745.22
A0433	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
A0434	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	173	\$1,212.02	\$60,676.98	\$31,017.06	\$ 0.00	\$31,017.06	\$29,659.92

Interim Payment Paid March 23, 2023	\$ 0.00
Balance of Payment Due To Provider	\$29,659.92

\$19,542.92 Federal Share

\$10,117.00 State Share (IGT) – **Provider Payment To DCH**

\$29,659.92 Final Supplemental UPL Payment

Healthcare Facility Regulation | Medical Assistance Plans | State Health Benefit Plan | Health Planning

Equal Opportunity Employer



The intergovernmental transfer (IGT) must be received by noon on February 15, 2024, to ensure providers receive their payment by February 29, 2024. If an IGT is not received by the deadline, the provider's supplemental UPL payment will be delayed.

To assure that the timely receipt of intergovernmental transfers (IGT) can be confirmed, a Notice of Intent to Transfer Form must be submitted by Wednesday, February 6, 2024, to document the expected method of transfer. The Department has implemented use of DocuSign, an electronic signature program, for the completion and submission of the completed Notice of Intent to Transfer Form. Use this link ([click here](#)) to access the Notice of Intent to Transfer Form. The Notice of Intent to Transfer Form should only be completed by an authorized provider representative.

The February 29, 2024, payment will be issued by ACH to the bank account listed in the Georgia Medicaid Management Information System (GAMMIS) for your facility.

Typically, there is a 3 or 4-day delay between when ACH transactions are initiated and when the funds are deposited into a provider's bank account.

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

If you have any questions, please contact Angelica Clark Hester, Senior Manager at aclark@dch.ga.gov.



Instructions for Ground Ambulance UPL Intergovernmental Transfers

Please note that separate instructions are provided for payments made by wire transfers or by ACH transfers.

- Intergovernmental transfer for Ground Ambulance UPL payment is **due by 12 p.m. on Thursday, February 15, 2024. NO EXCEPTIONS**
- Intergovernmental Transfers can be accepted only from hospital authorities or other governmental entities. Transfers cannot be accepted from participating providers.
- Payments can only be made by wire transfer or ACH transfer; no checks will be accepted.
- Payment made by wire transfer should be sent to:

Bank Routing Number: **021000021**
SWIFT CODE: CHASUS33

General Bank Ref Address: JPM Chase
383 Madison Avenue
New York, NY 10017

Account Number: **20000011129927**
Account Name: Intergovernmental Transfers

Please include as “attached information” the name of the Ground Ambulance provider affiliated with the hospital authority or governmental entity.

- Payment made by ACH transfer should be sent to:

Bank Routing Number: **028000024**
Account Number: **20000011129927**
Account Name: Intergovernmental Transfers

Please include as “attached information” the name of the Ground Ambulance provider affiliated with the hospital authority or governmental entity.

Questions regarding transfer procedures should be directed to Ms. Rochella Chimedza, Revenue Manager by e-mail at rochella.chimedza@dch.ga.gov or by telephone at (470) 540-3949.



Public Safety Committee

Meeting Date: April 30, 2024

Richmond County Juvenile Court 2024 BOOST Grant

Department:	Juvenile Court
Presenter:	Nolan Martin, Superior Court Administrator
Caption:	Motion to approve the acceptance of a \$48,195 BOOST Grant from the Georgia Department of Education.
Background:	The Richmond County Juvenile Court's Thrive Program was awarded a \$48,195 grant to strategically focus on reducing learning loss and building opportunities out of school time for youth who reside in economically disadvantaged communities with higher concentrations of black and brown students.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	220022650
<u>REVIEWED AND APPROVED BY:</u>	N/A

GRANT AWARD NOTIFICATION

1 RECIPIENT NAME Augusta Richmond County Juvenile Court Hardie Davis Mayor mayordavis@augustaga.gov 706-821-1831	2 AWARD INFORMATION <u>PR/AWARD NUMBER</u> S425U210012 <u>ACTION TYPE</u> New <u>AWARD TYPE</u> Discretionary												
3 PROJECT STAFF <u>RECIPIENT CONTACT</u> DaCara Brown 706-821-4261 dbrown@augustaga.gov <u>GaDOE PROGRAM CONTACT</u> Matt Cardoza 404-232-1320 mcardoza@doe.k12.ga.us <u>GaDOE GRANTS ACCOUNTING CONTACT</u> Whitney Metzger 404-491-4721 whitney.metzger@doe.k12.ga.us	4 PROJECT DESCRIPTION 84.425U Elementary and Secondary School Emergency Relief Fund – American Rescue Plan (ARP Act)- BOOST Grants Community Grants Year 3 After School Award: \$ 53,550 Summer Award: \$48,195												
5 AWARD PERIOD <u>BUDGET PERIOD</u> 03/24/2021 - 09/30/2023 <u>FEDERAL FUNDING PERIOD</u> 03/24/2021 - 09/30/2023													
6 AUTHORIZED FUNDING FEDERAL GRANT-Elementary and Secondary AWARD AMOUNT: \$101,745 Emergency Relief Fund-American Rescue Plan													
7 ADMINISTRATIVE INFORMATION <u>UEI</u> ZH93N1J4TBE8 <u>REGULATIONS</u> EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS 3, 9, 11, 12, 13, 14, ARPESSER-T, TE3, TE4, TE5													
8 LEGISLATIVE AND FISCAL DATA <u>AUTHORITY:</u> PL PUBLIC LAW 117-2 N/A AMERICAN RESCUE PLAN ACT OF 2021 <u>PROGRAM TITLE:</u> EDUCATION STABILIZATION FUND <u>CFDA/SUBPROGRAM NO:</u> 84.425U <table border="1" data-bbox="142 1480 1523 1587"> <thead> <tr> <th>LUA PROGRAM CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>11538-4190</td> <td>2022</td> <td>2022</td> <td>84.425U</td> <td>4101A</td> <td>\$101,745</td> </tr> </tbody> </table>		LUA PROGRAM CODE	FUNDING YEAR	AWARD YEAR	CFDA	OBJECT CLASS	AMOUNT	11538-4190	2022	2022	84.425U	4101A	\$101,745
LUA PROGRAM CODE	FUNDING YEAR	AWARD YEAR	CFDA	OBJECT CLASS	AMOUNT								
11538-4190	2022	2022	84.425U	4101A	\$101,745								

GRANT AWARD NOTIFICATION

9 **PR/AWARD NUMBER:** S425U210012
RECIPIENT NAME Augusta Richmond County Juvenile Court

- The purpose of this grant is to provide community-based organizations that operate comprehensive out-of-school time (OST) programming year-round, over the summer months, or after school during the academic year funding to implement evidence-based afterschool and summer enrichment programming that support students in learning skills and concepts and provide whole child supports, thus removing non-academic barriers to learning for students most impacted by the COVID-19 pandemic.

In addition to adhering to signed assurances during the application period, the subgrantee agrees to the terms and conditions:

- The Office of Management and Budget requires all federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in block 2 is the FAIN for this award.
- Completion reports are due 30 days after the end of the grant period on September 30, 2023. Funds are available through September 30, 2024 under the Tydings Amendment Section 421 (b) of the General Education Provisions Act, 20 USC 1225 (B), any funds that are not obligated at the end of the Federal funding period specified in #5 shall remain available for obligation for an additional period of 12 months, per the Notice Announcing Availability of Funds and Deadline for the Elementary and Secondary School Emergency Relief Fund (ESSER Fund); American Rescue Plan (ARP Act) in the Federal Register. Subgrantees will adhere to outlined schedules included in the application or any amended schedules issued in the BOOST implementation Frequently Asked Questions document for Year 1, Year 2, and Year 3.
- Subgrantees must establish internal control policies and procedures to procure, record and maintain custody of equipment and real property purchased with ESSER funds. The policies and procedures must include how the subgrantees will account for and maintain control of equipment and real property used for recipients awarded with the statewide grant funds.
- Subgrantees shall prior to commencing work, but no longer than 60 days after the grant award notice, furnish to the GaDOE a fidelity bond in favor of the GaDOE in the amount equal to at least 25% of the grant award and a general liability insurance policy of no less than \$1,000,000 per occurrence and showing the GaDOE as an additional insured for and as certificate holder. If a fiscal agent is awarded more than one subgrant, they must increase the general liability policy by \$250,000 for each additional subgrant awarded with a cap of \$2,000,000 per fiscal agent.
- Subgrantees must have required policies in place to comply with BOOST program guidelines within the first 30 days of receiving the award. Summer programs must have policies in place no later than May 30, 2022. Policies must include those related to hiring staff, including job descriptions with qualifications and salary range, child safety, including evacuation training, parental notification, transportation safety, and national criminal background checks, including how negative information will be handled and the process used to ensure that each employee, contractor, volunteer, etc., will have a national criminal background check once every 365 days. The Subgrantee must ensure that the policies have been shared with parents and staff.
- Subgrantees have the responsibility of implementing BOOST programs in accordance with the subgrantee's approved application and applicable federal and state regulations. In addition, the program guidance (non-regulatory guidance), fiduciary guidance (2 CFR Part 200), Education Department General Administrative Regulations [EDGAR], and General Education Provision Act [GEPA] are available on the US ED Web site at www.ed.gov.
- Subgrantees must maintain adequate internal controls in the procurement process for goods and service utilizing BOOST grant funds in accordance with Georgia's Financial Management for Georgia LUAS Manual. A copy of the manual is available on the Georgia Department of Education's (Department) Website at <https://www.gadoe.org/Finance-and-Business-Operations/Financial-Review/Pages/default.aspx>. For further information regarding adequate internal controls in the procurement process for goods and services utilizing BOOST grant funds, the subgrantee may also reference the Georgia Department of Education's [Federal Programs Handbook](#).
- This grant award is made subject to the provisions of all applicable acts and regulations. This grant is subject to the provisions of the Elementary & Secondary Emergency Relief as outlined in the American Rescue Plan Act, the General Education Provisions Act (GEPA) and the Education Department General Administrative Regulations (EDGAR), 34 C.F.R. Parts 76, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 C.F.R. Part 200.
- Subgrantees must conduct and reconcile physical inventories of equipment purchased with ESSER funds at all applicable locations operated by the organization.
- Subgrantees must ensure that appropriate documentation is maintained for auditing and monitoring purposes.
- Subgrantees must permit the Georgia Department of Education (Department) and auditors to have access to the subgrantees' records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200.331.
- In accordance with 2 C.F.R. Part 200.415(a), subgrantees are required to assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-federal entity, which reads as follows: I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

GRANT AWARD NOTIFICATION

administrative penalties for fraud, false statements, false claims or otherwise.

(U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- Subgrantees are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- The subgrantee must also comply with 2 CFR 200.512 (Single Audit Requirements), 2 CFR 175 (Trafficking in Persons), The Federal Funding Accountability and Transparency Act, Division H Title V, Section 505 of Public Law 115-141, Consolidated Appropriations Act, 2019 (Disclosing Federal Funding in Public Announcements), Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving), 2 CFR 25.110 & 2 CFR part 25, subpart C (System for Award Management and Universal Identifier), the Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings and ESEA Section 8546 (Prohibition on Aiding and Abetting Sexual Abuse).
- All attachments included with this document are files related to the specific Elementary and Secondary School Relief funds received by the Georgia Department of Education from the United States Department of Education. Attachments are included for applicable information for the funding received and the role of the primary grantee. If there are any questions about these attachments, please contact the program officer identified in Block 3 of this GAN.

John Wight

John Wight, Director
Federal Programs

AUTHORIZING OFFICIAL

December 14, 2023

DATE

GAN ATTACHMENT 3

Revised 03/2021

**AN OVERVIEW OF SINGLE AUDIT REQUIREMENTS OF STATES,
LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS**

This GAN ATTACHMENT is **not** applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

Summary of Single Audit Requirements for States, Local Governments and Nonprofit Organizations:

1. Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)¹, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.
2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same passthrough entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
3. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report ([2 CFR § 200.334](#))
4. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SFSAC: Data Collection Form electronically to the Federal Audit Clearinghouse at:

¹ As defined under the Higher Education Act of 1965, as amended (HEA) section 101

GAN ATTACHMENT 3

Revised 03/2021

<https://facides.census.gov/Account/Login.aspx>.

The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at oignonfederalaudit@ed.gov. Additional resources for single audits are also available on the Non-Federal Audit Team's website at <https://www2.ed.gov/about/offices/list/oig/nonfed/index.html>. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on single audits from:

The OMB website at www.omb.gov. Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain OMB Compliance Supplement). The SFSAC: Data Collection Form can be found at the Federal Audit Clearinghouse at: <https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf>.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff at www.aicpa.org.

GAN ATTACHMENT – 9

Revised 03/2021

**FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT
REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

1. Report **first-tier subawards** made under Federal grants that are funded at \$30,000 or more that meet the reporting conditions as set forth in this grant award term;
2. Report their executives' compensation for all new Federal grants that are funded at \$30,000 and that meet the reporting conditions as set forth in this grant award term; and
3. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

Subaward, Subrecipient, Recipient, Total Compensation, Executives, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with [2 CFR Part 170—Reporting Subaward And Executive Compensation Information](#).

1. Reporting of First-tier Subawards –
a. *Applicability and what to report.*

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds \$30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at [FSRS](#).

b. *Where and when to report.*

The Department grant recipient must report each obligating action described in paragraph **1.a.** of this award term to [FSRS](#).

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.

2. *Reporting Total Compensation of the Department's Grant Recipients' Executives –*

a. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i The total Federal funding authorized to date under this Federal award **equals or exceeds \$30,000;**

ii In the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and,**

C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation.](#))

b. *Where and when to report.*

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

i. As part of your registration profile at [SAM.gov](#).

ii. By the end of the month following the month in which this award is made (for example, if the obligation was made on November 7, 2020 the executive compensation must be reported by no later than December 31, 2020), and annually thereafter.

3. *Reporting of Total Compensation of Subrecipient Executives –*

a. *Applicability and what to report.*

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. In the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
- C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

b. Where and when to report.

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

- i. In [FSRS](#). You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph **3.a.** to you the prime awardee, or in the [SAM.gov](#). Subrecipient executive compensation entered in [SAM.gov](#) by the subrecipient will pre-populate in [FSRS](#), so you do not have to report when subrecipients enter this information in [SAM.gov](#). Subrecipient executive compensation not entered in [SAM.gov](#) by the subrecipient is reported in [FSRS](#) by you the Department grant recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2020 the subrecipient's executive compensation must be reported by no later than December 31, 2020.

4. Exemptions –

- a. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any **subrecipient**.

5. Definitions -

- a. For purposes of this award term:
 - i. *Federal Agency* means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).
 - ii. *Non-Federal Entity* means all of the following, as defined in [2 CFR part 25](#):

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A Governmental organization, which is a State, local government, or Indian tribe;

A foreign public entity;

A domestic or foreign nonprofit organization; and,

A domestic or foreign for-profit organization

iii. *Executive* means officers, managing partners, or any other employees in management positions.

iv. *Obligation*, when used in connection with a non-Federal entity's utilization of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

v. *Subaward*:

This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

The term does not include your procurement of property and services (such as payments to a contractor, small purchase agreements, vendor agreements, and consultant agreements) that are needed for the benefit of the prime awardee to carry out the project or program (for further explanation, see [2 CFR 200.331](#)). For example, the following are not considered subawards:

Cleaning Vendors: Vendors that are hired by a grantee to clean its facility.

Payroll Services Vendors: Vendors that carryout payroll functions for the grantee.

Information Technology Vendors: Vendors that provide IT support to grant staff.

Payments to individuals that are beneficiaries of Federal programs are not considered subawards.

A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

v. *Subrecipient* means a non-Federal entity or Federal agency that:

Receives a subaward from you (the recipient) under this award; and

Is accountable to you for the use of the Federal funds provided by the subaward.

In accordance with its subaward, uses the Federal funds to carry out a program for a public

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purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department prime awardee.

vii. *Recipient* means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.

viii. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):

Salary and bonus.

Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

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**SPECIFIC CONDITIONS FOR DISCLOSING
FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING
DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)

The U.S. Department of Education (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with the Department you must have a registered Unique Entity Identifier (UEI)¹ and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from the Department.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered [TINs according to the IRS](#).

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to www.sam.gov. Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

¹ Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

1. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in the SAM database after your initial registration, you are required to review and update your information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

2. Requirement for Unique Entity Identifier (UEI)* Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that they may not receive a subaward from you unless they provided their UEI number to you.
2. May not make a subaward to a subrecipient when the subrecipient fails to provide its UEI number to you.

3. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier (UEI) means the identifier assigned by SAM registration to uniquely identify business entities. Currently the Data Universal Numbering System (DUNS) number, the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B), is used to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See 2 CFR 200.86.
4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the

pass-through entity considers a contract. See 2 CFR 200.92.

5. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. See 2 CFR 200.93.

*Currently, the Department uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, Inc. to uniquely identify business entities, as the UEI.

Attachment T: Grant Conditions

Attachment T to Grant Award Notification (GAN) for the American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund award, as authorized in section 2001 of the American Rescue Plan Act (ARP).

PART A: PROGRAMMATIC, FISCAL, AND REPORTING ASSURANCES

In order to make a significant portion of emergency relief funds under section 2001 of the ARP available as quickly as possible, the U.S. Department of Education (Department) is issuing through this GAN an award equal to two-thirds of the State educational agency's (SEA's) ARP ESSER allocation. In accepting the funds made available under this GAN, the Chief State School Officer assures that the SEA will submit a plan (which will be required as part of the SEA's application for the remainder of its ARP ESSER allocation) that contains such information as the Secretary may reasonably require, including on matters such as:

- How the SEA will support local educational agencies (LEAs) in safely returning to in person instruction, maximizing in-person instruction time, and sustaining the safe operation of schools, consistent, to the extent practicable, with Centers for Disease Control and Prevention (CDC) guidance;
 - How the SEA will use the funds that it must reserve for evidence-based activities to address learning loss, implement summer learning and enrichment programs, and implement comprehensive afterschool programs, and how those activities will respond to the academic, social, and emotional needs of students and address the disproportionate impact of COVID-19 on student groups most impacted by the pandemic and for whom the pandemic exacerbated pre-existing inequities;
 - How the SEA will support LEAs in addressing learning loss through the implementation of evidence-based interventions and ensure that such interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student groups most impacted by the pandemic and for whom the pandemic exacerbated pre-existing inequities;
 - How the SEA will support LEAs in building capacity to promote healthy and safe learning environments and support students' social, emotional, mental health, and academic needs; making evidence-based, equity-driven ARP ESSER spending decisions; engaging a diverse range of stakeholders, including students, families, and educators; tracking how resources are targeted and outcomes achieved; and ensuring appropriate fiscal monitoring and controls; and
 - How the SEA consulted with stakeholders and the public, including students, families, civil rights organizations including disability rights organizations, school administrators, superintendents, and educators and their unions, and provided an opportunity for and incorporated, as appropriate, input in development of its ARP ESSER plan.
- The plan will be submitted as part of the SEA's application for the remainder of its ARP ESSER allocation within the deadline established by the Secretary (e.g., within 45 days of the Department's issuance of the application).

The assurances below apply to the total amount of an SEA's ARP ESSER allocation.

By the SEA's drawdown of funds under this GAN, the Chief State School Officer assures the following:

1. The SEA will allocate not less than 90 percent, and not more than 93 percent, of its total ARP ESSER allocation to LEAs (including charter schools that are LEAs) in the State on the basis of their respective shares of funds received under Title I, Part A of the Elementary and Secondary Education Act of 1965 (ESEA) in fiscal year 2020.
2. The SEA will allocate ARP ESSER funds to LEAs in an expedited and timely manner and, to the extent practicable, not later than 60 days after the SEA receives ARP ESSER funds (i.e., 60 days from the date the SEA receives each portion of its ARP ESSER funds). An SEA that is not able to allocate such funds within 60 days because it is not practicable (e.g., because of pre-existing State board approval requirements) will provide an explanation to the Department within 30 days of receiving each portion of its ARP ESSER funds, including a description of specific actions the SEA is taking to provide ARP ESSER funds to LEAs in an expedited and timely manner and the SEA's expected timeline for doing so.
3. When the SEA allocates ARP ESSER funds to an LEA from the funds awarded through this GAN, the SEA will communicate the LEA's total ARP ESSER allocation (i.e., the sum of the amount the LEA receives from funds awarded under this GAN and the additional amount that it will receive after the Department approves the SEA's application for the remainder of its allocation) to enable an LEA immediately to begin making plans for the use of ARP ESSER funds, including for the use of at least 20 percent of its total ARP ESSER allocation to address learning loss.
4. The SEA will reserve not less than five percent of its total ARP ESSER allocation to carry out, directly or through grants and contracts, activities to address learning loss by supporting the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs, and ensure that such evidence-based interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care), including by providing additional support to LEAs to fully address such impacts.
5. The SEA will reserve not less than one percent of its total ARP ESSER allocation to carry out, directly or through grants and contracts, the implementation of evidence-based summer enrichment programs, and ensure such programs respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).

6. The SEA will reserve not less than one percent of its total ARP ESSER allocation to carry out, directly or through grants and contracts, the implementation of evidence-based comprehensive afterschool programs, and ensure such programs respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).

7. The SEA will reserve no more than 1/2 of 1 percent of its total ARP ESSER allocation for administrative costs and emergency needs as determined by the SEA to address issues related to COVID-19, which may be addressed through the use of grants or contracts or for direct use by the SEA.

8. The SEA will ensure that LEAs use ARP ESSER funds for activities allowable under section 2001(e) of the ARP.

9. The SEA will comply with the maintenance of effort provision in section 2004(a)(1) of the ARP absent a waiver by the Secretary pursuant to section 2004(b)(2).

10. The SEA will comply with the maintenance of equity provisions in section 2004(b) of the ARP and ensure its LEAs comply with the maintenance of equity provision in section 2004(c) of the ARP.

11. The SEA will ensure that each LEA will reserve not less than 20 percent of its total ARP ESSER allocation to address learning loss through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, extended school year programs, or other evidence-based interventions, and ensure that such interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on student subgroups (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).

12. The SEA will ensure that each LEA that receives ARP ESSER funds either: (a) within 30 days of receipt of the funds, will develop and make publicly available on the LEA's website a plan for the safe return of in-person instruction and continuity of services as required in section 2001(i)(1) of the ARP, or (b) developed and made publicly available on the LEA's website such a plan that meets statutory requirements before the enactment of the ARP. The SEA will also ensure that, as required in section 2001(i)(2) of the ARP, before making the plan publicly available, the LEA sought public comment on the plan and took such comments into account in the development of the plan.

13. The SEA will comply with, and ensure that LEAs comply with, all reporting requirements at such time and in such manner and containing such information as the Secretary may reasonably require, including on matters such as:

- how the State is developing strategies and implementing public health protocols including, to the greatest extent practicable, policies and plans in line with the CDC guidance related to addressing COVID-19 in schools;
- overall plans and policies related to State support for return to in-person instruction and maximizing in-person instruction time, including how funds will support a return to and maximize in-person instruction time, and advance equity and inclusivity in participation in in-person instruction;
- data on each school's mode of instruction (remote, hybrid, in-person) and conditions;
- SEA and LEA uses of funds to meet students' social, emotional, and academic needs, including through summer enrichment programming and other evidence-based interventions, and how they advance equity for underserved students;
- SEA and LEA uses of funds to sustain and support access to early childhood education programs;
- impacts and outcomes (disaggregated by student subgroup) through use of ARP ESSER funding (e.g., quantitative and qualitative results of ARP ESSER funding, including on personnel, student learning, and budgeting at the school and district level);
- student data (disaggregated by student subgroup) related to how the COVID-19 pandemic has affected instruction and learning;
- requirements under the Federal Financial Accountability Transparency Act (FFATA); and
- additional reporting requirements as may be necessary to ensure accountability and transparency of ARP ESSER funds.

14. Records pertaining to the ARP ESSER award under 2 C.F.R. § 200.334 and 34 C.F.R. § 76.730, including financial records related to use of grant funds, will be retained separately from other grant funds, including funds that an SEA or LEA receives under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act). The SEA will ensure that it and every subrecipient of ARP ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

15. The SEA will return to the Secretary any ARP ESSER funds that the SEA does not award within one year of the date the SEA receives each portion of its ARP ESSER funds (i.e., with respect to the first two-thirds of the SEA's allocation, one year from the date the SEA receives ARP ESSER funds under this GAN, and with respect to the remaining ARP ESSER funds that will be allocated to the SEA after submission of an application, one year from the date the SEA receives those funds). For purposes of this assurance, funds are "awarded" when they are subgranted to an LEA or, in the case of the funds the SEA reserves under section 2001(f) of the ARP, when the SEA awards a contract or subgrants the funds or retains the funds to provide direct services itself.

PART B: OTHER ASSURANCES AND CERTIFICATIONS

By the SEA's drawdown of funds under this GAN, the Chief State School Officer assures or certifies the following with respect to ARP ESSER Fund awards:

1. The SEA will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood hazards; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
2. With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
3. Any LEA receiving funding under this program will have on file with the SEA a set of assurances that meets the requirements of section 442 of the General Education Provisions Act (GEPA) (20 U.S.C. 1232e).
4. To the extent applicable, an LEA will include in its local application a description of how the LEA will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a). The description must include information on the steps the LEA proposes to take to permit students, teachers, and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability, and age) that impede equal access to, or participation in, the program.
5. The SEA will comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) requirements in Subpart D—Post Federal Award Requirements (2 CFR §§200.300-345) and Subpart E—Cost Principles (2 CFR §§200.400-475) to ensure that LEAs, including charter schools that are LEAs, are using ARP ESSER funds for purposes that are reasonable, necessary, and allocable under the ARP.

The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

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THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

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- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting and conference-related expenses.

MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEES OF EXISTING CASH MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS

The Department of Education (Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information. A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the [Payment Integrity Information Act \(PIIA\) of 2019](#).

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200,¹ as follows:

1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
2. Payments to States under programs that are not covered by a TSA; and
3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

¹ The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

Fund transfer requirements for grantees other than State governments and subgrantees

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity." 2 CFR § 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability." 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

Grantees and subgrantees must annually remit interest earned on federal advance payments except that interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. 2 CFR § 200.305(b)(9)(i) and (ii).

1. When returning interest through ACH Direct Deposit or Fedwire, grantees must include the following in their return transaction:

- PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.: C1234G1).
- PMS document number.
- The reason for the return (e.g., interest, part interest part other, etc.).
- An explanation stating that the refund is for interest payable to the Department of Health and Human Services, and the grant number(s) for which the interest was earned.

a. U.S. Department of Education grantees are generally located and operate domestically and return interest domestically. Below is PSC ACH account information for interest returned

domestically. For international ACH interest returned, account information is available at: Returning Funds/Interest.

- PSC ACH Routing Number is: 051036706
- PSC DFI Accounting Number: 303000
- Bank Name: Credit Gateway - ACH Receiver
- Location: St. Paul, MN

b. Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:

- Fedwire Routing Number: 021030004
- Agency Location Code (ALC): 75010501
- Bank Name: Federal Reserve Bank
- Treas NYC/Funds Transfer Division
- Location: New York, NY

2. Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.

a. Interests returned by check are to be mailed (USPS only) to:

- HHS Program Support Center
PO Box 979132
St. Louis, MO 63197

A brief statement explaining the nature of the return must be included.

b. To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:

- An explanation stating that the refund is for interest
- The name of the awarding agency
- The grant number(s) for which the interest was earned
- The return should be made payable to: Department of Health and Human Services.

3. For detailed information about how to return interest, visit the PSC Returning Funds/Interest page at: [Returning Funds/Interest](#)

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must –

GAN ENCLOSURE 4

Revised 03/2021

1. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
2. Monitor the performance and fiscal activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT

Q What are the Federal Laws and Regulations Regarding Payments to the States?

A The *Cash Management Improvement Act of 1990 (CMIA)* establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title31/31cfr205_main_02.tpl. Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

Q What is a Treasury-State Agreement (TSA)?

A A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?

A Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, GAN Enclosure 4.

Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?

A If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program. Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a

State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

Q What if there is no TSA?

A When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.

Q Who is responsible for Cash Management?

A Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.

Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?

A Recipients must monitor their own cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.

Q How soon may I draw down funds from the G5 grants management system?

A Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:

By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)

Q How may I use Federal funds?

A Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.

Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?

A If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may in accordance with 2 CFR 200.339 take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

Q Who is responsible for determining the amount of interest owed to the Federal government?

A As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.

Q What information should accompany my interest payment?

A In accordance with 2 CFR 200.305(b)(9), interest in excess of \$500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

For returning interest on Federal awards paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) List the PMS Payee Account Number(s) (PANs);
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services

GAN ATTACHMENT 5

Revised 03/2021

For returning interest on Federal awards not paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) Include the name of the awarding agency;
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For additional information about returning interest see GAN ATTACHMENT 4.

Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?

A The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?

A A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).

Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?

A Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.

AUGUSTA, GEORGIA
New Grant Proposal/Application

Item 5.

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000494 JUVENILE FY24 Building Opportunities Out of School Time (BOOST) Grant
Year Three for the Building Opportunities Out of School Time (BOOST) grant for Summer Programs in the Richmond County Juvenile Court.
NO EEO Required.
NO Match Required. ✓

Start Date: 05/01/2024 **End Date:** 09/01/2024
Submit Date: 04/02/2024 **Department:** 022 Juvenile Court **Cash Match?** N
Total Budgeted Amount: 48,195.00 **Total Funding Agency:** 48,195.00 **Total Cash Match:** 0.00

Sponsor: GM0045 GA Dept. of Education
Sponsor Type:
Purpose: 2 Serve Comm Juvenile Cts **Flow Thru ID:** GM0045 GA Dept. of Education


Type	ID	Name	Phone
I	GMI025	DaCara Brown	(706)821-4261

Type	By	Date	Approvals
FA	D. CRAIG	04/03/2024	Dept. Signature:  Grant Coordinator Signature: 

- 1.) I have reviewed the Grant application and enclosed materials and:
- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
 - ☐ Deny the request

Donna B Williams 4-5-2024
Finance Director Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- ☐ Approve the Department Agency to move forward with the application
 - ☐ Deny the request

 Charles Jackson 4/11/24
Administrator Date
FOR TAXIYAK DOUS

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Public Safety Committee

April 30, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Safety Committee held on March 26, 2024.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SAFETY COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, March 26, 2024
1:15 PM

PUBLIC SAFETY

PRESENT

Mayor Garnett Johnson
Commissioner Catherine Smith-McKnight
Commissioner Alvin Mason
Commissioner Bobby Williams

ABSENT

Commissioner Brandon Garrett

1. Receive the 2023 Information Technology Annual Report as information.
Motion to approve.
Motion made by Mason, Seconded by Williams.
Voting Yea: Smith-McKnight, Mason, Williams
Motion carries 3-0.
2. Motion to approve the acceptance of a \$100,000 VOCA Grant from the Criminal Justice Coordinating Council.
Motion to approve.
Motion made by Mason, Seconded by Williams.
Voting Yea: Smith-McKnight, Mason, Williams
Motion carries 3-0.
3. Motion to approve the minutes of the Public Safety Committee held on March 12, 2024.
Motion to approve.
Motion made by Mason, Seconded by Williams.
Voting Yea: Smith-McKnight, Mason, Williams
Motion carries 3-0.

