

## Council Members

R. Gary Allen  
Charmaine Crabb

Jerry 'Pops' Barnes  
Glenn Davis

Tyson Begly  
Bruce Huff

R. Walker Garrett  
Toyia Tucker

Judy W. Thomas  
Joanne Cogle

**Clerk of Council**  
Sandra T. Davis



Council Chambers  
C. E. "Red" McDaniel City Services Center- Second Floor  
3111 Citizens Way, Columbus, GA 31906

June 13, 2023  
9:00 AM  
Regular Meeting

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## MAYOR'S AGENDA

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**CALL TO ORDER:** Mayor B. H. "Skip" Henderson, III, Presiding

**INVOCATION:** Offered by Rev. Ralph Huling - St. James Missionary Baptist Church of Columbus, Georgia

**PLEDGE OF ALLEGIANCE:** Led by Mayor Henderson

**PUBLIC HEARING:**

1. **TAXPAYER BILL OF RIGHTS PUBLIC HEARING:** 9:00 a.m. The budget tentatively adopted by the Consolidated Government of Columbus, Georgia, requires a millage rate higher than the rollback millage rate. Therefore, before the Consolidated Government of Columbus, Georgia, may finalize the tentative budget and set a final millage rate, Georgia Law requires that three public hearings be held to allow the public an opportunity to express their opinions on this increase.

**MINUTES**

- [2.](#) Approval of minutes for the May 30, 2023 Council Meeting.

**PROCLAMATION:**

3. **Proclamation:** Alternative Baseball Day

**Receiving:** Taylor Duncan

# **CITY ATTORNEY'S AGENDA**

## **ORDINANCES**

- 1.** **1st Reading-** REZN-03-23-0515: An Ordinance amending a condition of Ordinance No. 11-13 as it pertains to property located at **6395 Psalmound Road** (parcel # 120-001-034). (Planning Department and PAC recommend approval.) (As amended and continued on 1st Reading.) (Mayor Pro Tem.)
- 2.** **1st Reading-** REZN-03-24-0544: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **5335 Miller Road** (parcel # 099-008-024) from SFR1 (Single Family Residential 1) Zoning District to RO (Residential Office) Zoning District. (Planning Department and PAC recommend approval) (1st Reading delayed 5-23-23) (Councilor Crabb)
- 3.** **1st Reading-** REZN -04-23-0630: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **910 Talbotton Road** (parcel # 016-027-001/002/003/016/022) from Residential Office (RO) Zoning District to Neighborhood Commercial (NC) Zoning District. (Councilor Cogle)
- 4.** **1st Reading-** REZN-04-23-0714: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **6700 & 6708 Green Island Drive** (parcel # 180-006-002 / 180-006-003) from Single Family Residential 1 (SFR1) Zoning District to Single Family Residential 2 (SFR2) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Davis)
- 5.** **1st Reading-** REZN CUVA: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain portions of a district known as the Conversation Use Valuation Assessment, from RE1 (Residential Estate 1) Zoning District to RE5 (Residential Estate 5) / RE10 (Residential Estate 10) Zoning District. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem and Councilor Davis)
- 6.** **1st Reading and Public Hearing-** An Ordinance adopting an operating and capital improvement budget for the Fiscal Year 2024 beginning July 1, 2023 and ending June 30, 2024, for certain funds of the Consolidated Government of Columbus, Georgia, and appropriating the amounts shown in each budget; and for other purposes. (Budget Review Committee)
- 7.** **1st Reading-** An Ordinance adopting non-operating budgets for the fiscal year 2024 beginning July 1, 2023 and ending June 30, 2024, for certain funds of the Consolidated Government of Columbus, Georgia, and appropriating the amounts shown in each budget. (Budget Review Committee)
- 8.** **1st Reading-** An Ordinance providing for contributions to the Columbus, Georgia General Government Employees' Pension Plan for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (Budget Review Committee)



- 9. 1st Reading-** An Ordinance providing for the governmental contributions to the Columbus, Georgia Pension Plan for employees of the Department of Public Safety for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (Budget Review Committee)
- 10. 1st Reading-** An Ordinance providing for Government funding of a Major Disability Income Plan for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (Budget Review Committee)
- 11. 1st Reading-** An Ordinance providing for Government funding of a Death Benefit Escrow for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (Budget Review Committee)
- 12. 1st Reading-** An Ordinance amending Article VII of Chapter 13 of the Columbus Code Solid Waste Collection and Disposal by updating the guidelines for an offset to the residential rate for low-income households; and for other purposes. (Budget Review Committee)
- 13. 1st Reading-** An Ordinance to amend Section 20-21.1 of the Columbus Code to expand the authorized routes which may be used by Personal Transportation Vehicles (PTV's) which comply with all other conditions of the code section; and for other purposes. (Councilor Cogle)

## **RESOLUTIONS**

- 14.** A Resolution concerning The Development Authority of Columbus, Georgia's issuance of bonds to finance facilities to be located in Columbus, Georgia (Request of the Development Authority of Columbus)
- 15.** A Motion to Reconsider Resolution No. 187-23 adopted on 5-30-23 which amended Paragraph (2) of Resolution 360-16 to allow parking fees to be charged in all parking garages and parking lots owned by the City in the Uptown Zoning District (UPT) and the Central Riverfront Zoning District (CRD) to include the RiverCenter Garage for certain special events that are anticipated to create extraordinary parking demand and public safety concerns. (Councilor Davis)
- 16.** A Resolution amending Resolution No. 361-20 which is the Finance Department's grant policy to provide for audits of the recipients at Council's request. (Councilor Davis)

## **PUBLIC AGENDA**

1. Mr. Ricket Carter, Sr., Re: His experience with being a former business person in Columbus.
2. Mrs. Alice Flatt, representing Neighborhood Watch of Biltmore Forest (Council Court), Re: The inability to remove squatters and neighborhood nuisances.

# **CITY MANAGER'S AGENDA**

## **1. Portion of Right-of-Way Abandonment for 35th Street between 5th Avenue and 6th Avenue**

Approval is requested for closure and abandonment of an approximately 241 ft. +/- of right of way for 35th Street located east of 5th Avenue and west of 6th Avenue, authorize the disposal of the said right of way with applicable State Law; reserving utility and access easements; and for other purposes.

## **2. Supreme Services Facility-Variance for Sidewalk Installation at 6018 Business Park Drive**

Approval is requested for granting a variance to Section 7.10.1-Required Sidewalk of the Unified Development Ordinance (UDO) excusing the requirement to install sidewalks in all residential, commercial and industrial developments.

## **3. Amendment to the Memorandum of Agreement with Historic Westville, Inc.**

Approval is requested to amend the Memorandum Agreement with Historic Westville, Inc.

## **4. Extension of the Subrecipient Agreement with the Columbus Department of Public Health for Cure Violence Columbus**

Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

## **5. Subrecipient Agreement with the United Way of the Chattahoochee Valley for Poverty Reduction Initiative Columbus**

Approval is requested to execute a subrecipient agreement with the United Way of the Chattahoochee Valley to fund the Poverty Reduction Initiative for an award amount up to \$400,000 to address the poverty rate in Columbus.

## **6. PURCHASES**

**A.** 18-Yard Dump Truck for Public Works Department – Georgia State Contract Cooperative Purchase

**B.** Forklift for Engineering Department - Sourcewell Cooperative Purchase

**C.** Mobile Command Vehicle for Emergency Management & Homeland Security – OMNIA Partners Cooperative Purchase

**D.** Lawn Maintenance Equipment & Supplies (Annual Contract) – RFB No. 23-0033

**E.** Contract Extension for Integrated Transit System (Annual Contract) – RFP No. 20-0015

## **INFORMATION ONLY: EXIGENT “OFF THE LOT” VEHICLE PURCHASE**

### **1. TWO (2) 2023 CHEVROLET SILVERADO 2500HD PICKUP TRUCKS FOR THE PUBLIC WORKS DEPARTMENT**

On May 17, 2023, a purchase order was executed for two (2) 2023 Chevrolet Silverado 2500HD pickup trucks for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicles were purchased from Sons Chevrolet LLC (Columbus, GA) at a unit price of \$60,237.00 and \$60,281.00 respectively, and a total price of \$120,518.00. Sons Chevrolet LLC had vehicles available on their lot. The vehicles will be used by Facilities Maintenance staff as Service Vehicles performing duties to maintain and service City facilities. These are replacement vehicles.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Facilities Maintenance – Light Trucks; 0101-260-2700-MNTN-7722.

### **2. ONE (1) ANIMAL ADOPTION TRAILER FOR THE PUBLIC WORKS DEPARTMENT**

On May 17, 2023, a purchase order was executed for one (1) animal adoption trailer (Forest River 7x20TA2) for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The trailer was purchased from Trax and Trailers (Perry, GA) at a unit price of \$50,886.00. It will be used by the Animal Care and Control Division staff to transport highly adoptable animals to off-site adoption events, or any public or private event whereby the City is invited to participate.

Trax and Trailers was selected because the trailer is custom built equipment and the vendor has built the last three (3) custom trailers purchased by the CCG.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Animal Control – Other Equipment; 0101-260-2400-ACCC-7762.

### **3. ONE (1) ANIMAL HORSE TRAILER FOR THE PUBLIC WORKS DEPARTMENT**

On May 18, 2023, a purchase order was executed for one (1) animal horse trailer (2023 Adam 2H Rustler Trailer) for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The trailer was purchased from Horse Pro Trailers (Gainesville, GA) at a unit price of \$22,895.00. It will be used by the Animal Care and Control Division staff to transport horses and other large animals required for pickup.

Horse Pro Trailers was selected because this is a specialized vehicle and the vendor had the trailer available for under \$25,000.00.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Animal Control – Other Equipment; 0101-260-2400-ACCC-7762.

**4. ONE (1) 2023 NISSAN FRONTIER PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Nissan Frontier pickup truck for the Columbus Fire Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Headquarter Nissan of Columbus (Columbus, GA) at a unit price of \$36,017.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**5. ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Son's Ford LLC (Auburn, AL) at a unit price of \$45,930.50. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**6. TWO (2) 2023 RAM PROMASTER 1500 HIGH ROOF VANS FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for two (2) 2023 RAM ProMaster 1500 High Roof Vans for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicles were purchased from Warner Robins Motors LLC (Warner Robins, GA) at a unit price of \$61,550.00 and \$54,510.00 respectively, and a total price of \$116,060.00. The vehicles will be used by the department's Dive Team and Support Team to transport supplies to needed locations. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7721.

**7. ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$42,769.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**8. ONE (1) 2023 FORD F-150 4X2 SUPER CREW PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 4x2 Super Crew pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$46,678.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**9. ONE (1) 2023 CHEVROLET SILVERADO 1500 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Chevrolet Silverado 1500 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Sons Chevrolet LLC (Columbus, GA) at a unit price of \$42,658.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**10. ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE INFORMATION TECHNOLOGY DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Information Technology Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$59,342.53. The vehicle will be used by IT personnel as they provide technology services for CCG Departments. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: General Fund – Information Technology – Information Technology – Light Trucks; 0101-210-1000-ISS-7722.

**7. UPDATES AND PRESENTATIONS**

- [A.](#) Final Employee Appeals Update-Pay Study – Reather Hollowell, Director, Human Resources
- [B.](#) Outdoor Parks Grant - Holli Browder, Director, Parks and Recreation
- [C.](#) Pickleball Update – Holli Browder, Director, Parks & Recreation
- [D.](#) City Hall Update - Ryan Pruett, Director, Inspections & Code

## **BID ADVERTISEMENT**

**June 14, 2023**

**1. Concrete Slabs for Exterior Exercise Equipment – RFB No. 23-0042**

**Scope of Bid**

Provide all labor, equipment, and materials required to pour and finish three concrete 35' x 65' slabs for the Parks and Recreation Department. The concrete slabs are for exterior exercise systems at Britt David Park, Cooper Creek Park, and Rigdon Park. **Bidders must have relevant experience in work of this nature.**

**June 16, 2023**

**1. Hazard Mitigation Plan Update – RFP No. 23-0039**

**Scope of RFP**

Columbus Consolidated Government is requesting proposals for a professional firm to provide an updated County Hazard Mitigation Plan for its Emergency Management Division of the Homeland Security Department. The plan shall meet or exceeds FEMA and Georgia Emergency Management Agency requirements. **The successful firm shall complete the updated plan by October 11, 2023.**

**2. Bulk Mailing Services for Various Departments (Annual Contract) – RFB No. 23-0012**

**Scope of RFP**

Columbus Consolidated Government is seeking proposals from qualified vendors to provide bulk mailing services for various Departments on an “as needed” basis. Such projects will consist of mailings in excess of one-thousand (1,000) pieces.

The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.

**June 23, 2023**

**1. Demolition Services (Annual Contract) – RFP No. 23-0024**

**Scope of RFP**

Columbus Consolidated Government is requesting proposals for qualified vendors to provide all necessary equipment, materials, transportation, and labor for residential and commercial demolition services.

The contract term shall be for two years with the option to renew for three additional twelve-month periods.

**July 14, 2023**

**1. Automated Speed Detection for School Zone Safety Enforcement (Annual Contract) – RFP No. 23-0036**



### Scope of RFP

The Columbus Consolidated Government is requesting proposals for automated speed detection for school zone safety enforcement systems and services, specifically LiDAR (Light Detection and Ranging) with ALPR (Automated License Plate Readers) functions to integrate with the existing Flock Safety system for the Columbus Police Department.

The contract term shall be for two years with the option to renew for three additional twelve-month periods.

## **CLERK OF COUNCIL'S AGENDA**

### **ENCLOSURES - INFORMATION ONLY**

- [1.](#) Certificate of Need Application submitted by Ultra Care of Georgia, Inc. to expand its existing home health agency in State Service Delivery Region-8.
- [2.](#) Certificate of Need Application submitted by Axzons Homecare Ltd. proposing to establish a new home health agency in State Service Delivery Region-8.

### **ENCLOSURES - ACTION REQUESTED**

- [3.](#) RESOLUTION - A resolution canceling the July 4, August 1, and September 5, 2023 Proclamation Sessions.
- [4.](#) RESOLUTION - A resolution excusing Councilor R. Walker Garrett from the June 13, 2023 Council Meeting.
- [5.](#) RESOLUTION - A resolution approving an Honorary Street Designation Application submitted by Pastor L. Darnel Skinner, Jr. with the Bread of Life Christian Center requesting signage to be placed at the intersecting streets at each end of the one block area of Manchester Expressway and 46<sup>th</sup> Street in honor of Bishop L.D. Skinner, Sr. (*The Board of Honor met on May 24, 2023 and recommends approval.*)
- [6.](#) RESOLUTION - A resolution approving an Honorary Designation Application submitted by Deputy Director Becky Summerlin- Department of Parks & Recreation to rename the Cooper Creek Tennis Center Clubhouse in honor of Mr. Rick Gordon. (*The Board of Honor met on May 24, 2023 and recommends approval.*)
- [7.](#) Email Correspondence from Ms. Emma Kimbrel- Community Reinvestment Planner requesting that the seat of Ms. Sendreka Lakes be declared vacant due to the lack of attendance.
- [8.](#) Letter of Resignation from Ms. Jennifer Upshaw resigning from her seat on the Public Safety Advisory Commission.

**9. Minutes of the following boards:**

Board of Honor, May 25, 2023

Board of Tax Assessors, #18-23 and #19-23

Board of Zoning Appeals, May 5, 2023

Convention & Visitors Bureau, Board of Commissioners, April 19, 2023

Development Authority, April 13 and May 4, 2023

Hospital Authority, April 25, 2023

Housing Authority, April 19, 2023

New Horizons Behavioral Health- Mental Health, Addictive Diseases and Developmental Disabilities- Community Service Board, January 11, February 8, April 12, May 10, June 14, August 9, September 13, October 11, and December 13, 2021

Personnel Review Board, May 24, 2023

Uptown Facade Board, April 17, 2023

**BOARD APPOINTMENTS - ACTION REQUESTED**

**10. MAYOR'S APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

**A. CONVENTION & VISITORS BUREAU BOARD OF COMMISSIONERS:**

**Michelle Spivey**- Interested in serving another term

*(Mayor's Appointment)*

*Eligible to succeed*

**Hotel/Motel Industry**

Term Expires: December 31, 2023

**Pace M. Halter**- Interested in serving another term

*(Mayor's Appointment)*

*Eligible to succeed*

**Hotel/Motel Industry**

Term Expires: December 31, 2023

**Dan Gilbert**

***(Mayor's Appointment)***

*Eligible to succeed*

**Restaurant/Retail Trade**

Term Expires: December 31, 2023

\* The appointments are made in the month of July for terms beginning the following January.

*These are three-year terms. Board meets monthly.*

**Women: 5**

**Senatorial District 15: 4**

**Senatorial District 29: 5**

**B. RETIREES' HEALTH BENEFITS COMMITTEE:**

**Peri V. Johnson**

***(Mayor's Appointment)***

*Not Eligible to succeed*

Term Expires: June 30, 2023

**Mayor Henderson is nominating Christi Johnson for the seat of Peri V. Johnson.**

*This is a two-year term. Board meets monthly.*

**11. COUNCIL APPOINTMENT- READY FOR CONFIRMATION:**

- A. COLUMBUS AQUATICS COMMISSION:** Mr. Christopher Kennedy was nominated to serve another term of office. *(Councilor Crabb's nominee)* Term expires: June 30, 2025
- B. KEEP COLUMBUS BEAUTIFUL COMMISSION:** Mr. Eddie Florence was nominated to serve another term of office. *(Councilor Tucker's nominee)* Term expires: June 30, 2026
- C. RETIREES' HEALTH BENEFITS COMMITTEE:** Ms. Renee McAneny was nominated to serve another term of office. *(Councilor Crabb's nominee)* Term expires: June 30, 2026

12. **COUNCIL’S DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

A. **PUBLIC SAFETY ADVISORY COMMISSION:**

**Pamela Williams**

(Council District 2- Davis)

*Seat declared vacant*

Term Expires: October 31, 2023

**Vacant**

(Council District 6- Allen)

Term Expires: October 31, 2023

*These are three-year terms. Board meets monthly.*

13. **COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:**

A. **BOARD OF FAMILY & CHILDREN SERVICES:**

**Tolua Puailoa**

Open for Nominations

*Seat declared vacant*

(Council’s Appointment)

Term Expires: June 30, 2025

*In accordance with O.C.G.A. 49-3-2 (Amended via 2015 SB 138) the governing authority (Local County Board of Commissioners) shall ensure that all appointments made on or after July 1, 2015, are made from the following categories: (1) **Pediatric healthcare providers (active or retired)**; (2) **Emergency responders (active or retired)**; (3) **Law enforcement personnel (active or retired)**; (4) **Private child welfare service providers (active or retired)**; (5) **Alumni of the child welfare system and** (6) **Former foster parents.***

**Councilor Barnes is nominating Dr. Chandler Padgett for the Pediatric healthcare providers’ seat.**

*This is a five-year term. Board meets monthly.*

**Women: 3**

**Senatorial District 15: 3**

**Senatorial District 29: 1**

**B. BOARD OF WATER COMMISSIONERS:**

**Rebecca Rumer**

*Not seeking reappointment*

Term Expires: December 31, 2023

Open for Nominations  
**(Council's Appointment)**

**Councilor Thomas is nominating Jennifer S. Upshaw to succeed Ms. Rebecca Rumer.**

\* The appointments are made in the month of July for terms beginning the following January.

*This is a four-year term. Board meets monthly.*

**Women: 1**

**Senatorial District 15: 1**

**Senatorial District 29: 3**

**C. BUILDING AUTHORITY OF COLUMBUS:**

**Leila Carr**

*Not seeking reappointment*

Term Expired: March 24, 2023

Open for Nominations  
**(Council's Appointment)**

**Vincent Allen**

*Resigned*

Term Expired: March 24, 2023

Open for Nominations  
**(Council's Appointment)**

**Councilor Begly is nominating Tyler Martindill to succeed Mr. Vincent Allen.**

*This is a two-year term. Board meets as needed.*

**Women: 3**

**Senatorial District 15: 2**

**Senatorial District 29: 3**

**D. COLUMBUS AQUATICS COMMISSION:**

**Bruce Samuels**

*Not Eligible to succeed*

Term Expired: June 30, 2022

Open for Nominations  
(Council's Appointment)

*These are two-year terms. Meets quarterly.*

**Women: 2**

**Senatorial District 15: 5**

**Senatorial District 29: 2**

**E. KEEP COLUMBUS BEAUTIFUL COMMISSION:**

**William Bandy**

**(SD-29 Representative)**

*Not seeking reappointment*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

**Lee Jordan**

**(SD-29 Representative)**

*Eligible to succeed*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

**Dr. Kar'retta Venable**

**(At-Large Member)**

*Not Eligible to succeed*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

**Matt Horne**

**(SD-15 Representative)**

*Not Eligible to succeed*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

**Alyssa Williams**

**(At-Large Member)**

*Seat declared vacant*

Term Expires: June 30, 2024

Open for Nominations  
(Council's Appointment)

**Doug McLeod, Jr.**  
**(SD-15 Representative)**

*Seat declared vacant*

Term Expires: June 30, 2024

Open for Nominations  
**(Council's Appointment)**

**Councilor Begly is nominating Ms. Dorris Bishop to succeed Mr. Matt Horne as the SD-15 Representative.**

**KCBC Director is recommending David Houser to fill the unexpired term of Doug McLeod, Jr.; Kimberly Wright to succeed William Bandy and Pamela Green Thomas to fill the unexpired term of Alyssa Williams.**

*These are three-year terms. Meets every even month.*

**Women: 4**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

**F. MEDICAL CENTER HOSPITAL AUTHORITY:**

**Rodney Mahone**

*Not seeking reappointment*

Term Expired: December 31, 2022

Open for Nominations  
**(Council's Appointment)**

*\*\*The Council submits three (3) nominees to the Medical Center Hospital Authority for each seat and the Medical Center Hospital Authority selects the successor for Council's confirmation.*

**Councilor Thomas is nominating Woodruff W. McWilliams, III, Murray Solomon and Tracy L. Sayers for the seat of Rodney Mahone.**

*This is a five-year term. Meets quarterly.*

**Women: 3**

**Senatorial District 15: 2**

**Senatorial District 29: 7**



**G. PLANNING ADVISORY COMMISSION:**

**Sheila Brown**

*No longer a resident*

Term Expires: August 31, 2023

Open for Nominations  
(Council's Appointment)

**Mayor Pro Tem Allen is nominating Mr. Rick Stallings.**

*These are three-year terms. Meets two times a month.*

**Women: 3**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

**H. REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:**

**Cynthia Smith**

*Not Eligible to succeed*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

*These are three-year terms. Meets every other month beginning in January.*

**Women: 3**

**Senatorial District 15: 1**

**Senatorial District 29: 3**

**I. RETIREES' HEALTH BENEFITS COMMITTEE:**

**Mike Massey**

*Not seeking reappointment*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

*These are three-year terms. Meets monthly.*

**Women: 3**  
**Senatorial District 15: 1**  
**Senatorial District 29: 5**

UPCOMING BOARD APPOINTMENTS:

A. Planning Advisory Commission (Council's Appointment)

*The City of Columbus strives to provide accessibility to individuals with disabilities and who require certain accommodations in order to allow them to observe and/or participate in this meeting. If assistance is needed regarding the accessibility of the meeting or the facilities, individuals may contact the Mayor's Commission for Persons with Disabilities at 706-653-4492 promptly to allow the City Government to make reasonable accommodations for those persons.*

**File Attachments for Item:**

2. Approval of minutes for the May 30, 2023 Council Meeting.

# COUNCIL OF COLUMBUS, GEORGIA

## CITY COUNCIL MEETING

### MINUTES

Council Chambers  
C. E. "Red" McDaniel City Services Center- Second Floor  
3111 Citizens Way, Columbus, GA 31906

May 30, 2023  
9:00 AM  
Consent Agenda / Work Session

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### **CONSENT AGENDA/WORK SESSION**

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**PRESENT:** Mayor B. H. "Skip" Henderson, III and Mayor Pro Tem R. Gary Allen and Councilors Tyson Begly, Joanne Cogle, Charmaine Crabb, Glenn Davis, Bruce Huff (arrived at 9:06 a.m.), Judy W. Thomas, and Toyia Tucker (arrived at 9:08 a.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

**ABSENT:** Councilors Jerry "Pops" Barnes and R. Walker Garrett were absent from the meeting.

**The following documents have been included as a part of the electronic Agenda Packet:** (1) Muscogee Elections and Registration Presentation; (2) The Mayor's Summer Youth Employment Program Presentation; (3) Columbus City Hall Update Presentation; (4) Personal Transportation Vehicles (PTV's) Update Presentation; (5) Columbus Infrastructure Update Presentation; (6) Traffic Calming Presentation; (7) Short-Term Vacation Rental Update

**The following documents were distributed around the Council table:** (1) Information on Westville Temporary Closure;

**CALL TO ORDER:** Mayor B. H. "Skip" Henderson, III, Presiding

**INVOCATION:** Offered by Mayor Pro Tem R. Gary Allen

**PLEDGE OF ALLEGIANCE:** Led by Mayor Henderson

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### **CONSENT AGENDA**

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#### **MINUTES**

- Approval of minutes for the May 23, 2023, Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Crabb and carried unanimously by the six members present, with Councilors Huff and Tucker being absent for the vote, and Councilors Barnes and Garrett being absent from the meeting.

#### **ORDINANCES**

- Ordinance (23-027) - 2nd Reading-** REZN-03-23-0514: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **5032 Milgen Court, 11 / 15 Masterbuilt Court** (parcel # 083-029-001 / 002 / 004) from GC (General Commercial) Zoning District to LMI (Light Manufacturing/Industrial) Zoning District. (Planning Department and PAC recommend approval) (Councilor Crabb) Councilor Crabb made a motion to adopt the ordinance, seconded by Mayor Pro Tem Allen and

carried unanimously by the six members present, with Councilors Huff and Tucker being absent for the vote, and Councilors Barnes and Garrett being absent from the meeting.

## **RESOLUTIONS**

3. **RESOLUTION (187-23)** - A resolution to amend Paragraph (2) of Resolution 360-16 to allow parking fees to be charged in all parking garages and parking lots owned by the City in the Uptown Zoning District (UPT) and the Central Riverfront Zoning District (CRD) to include the RiverCenter Garage for certain special events that are anticipated to create extraordinary parking demand and public safety concerns. **(Add-On Resolution)** Councilor Thomas made a motion to amend Paragraph 2 “Special Event parking fees for all City owned parking garages and parking lots in the UPT and CRD Zoning Districts will not be charged, except that the City Manager, as authorized by Council, may impose parking charges for individual Special Events which due to traffic and public safety concerns necessitate such fees”, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent from the meeting. Mayor Pro Tem Allen made a motion to approve the resolution as amended, seconded by Councilor Begly and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent from the meeting.

Councilor Crabb made a motion to authorize the City Manager to charge \$10.00 for parking in all City parking lots for the upcoming GOP Convention, seconded by Councilor Thomas and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent from the meeting.

4. **RESOLUTION (188-23)** - A resolution excusing Councilor Jerry “Pops” Barnes from the May 30, 2023 Consent Agenda / Work Session. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent from the meeting.
5. **RESOLUTION (189-23)** - A resolution excusing Councilor R. Walker Garrett from the May 30, 2023 Consent Agenda / Work Session. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent from the meeting.

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## **WORK SESSION AGENDA**

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### **I. Westville Update - George Singer**

**Mr. George Singer** approached the rostrum to provide information on the temporary closure of Historic Westville. He explained due to lack of operational funding from development and low admissions, they are requesting a 6-month extension to their current lease. He stated Westville is currently consulting with a consulting firm to establish a better mission and a way to sustain financially.

**City Manager Isaiah Hugley** advised this would come back at the next business meeting.

### **II. Elections Update - Nancy Boren, Director, Elections and Voter Registration**

**Elections and Registration Director Nancy Boren** approached the rostrum to provide a presentation on the Elections and Registration Office. She explained in 2023, her office is taking inventory of their two warehouses, implementing a new voter registration system, maintenance on the voter list, evaluating current polling locations, preparation of the FY 2024 budget, monitoring Legislation Session, and training staff. She also mentioned the upcoming Special Election for School Board District 7 on June 20, 2023 and provided the early voting dates and times. In conclusion, Elections and Registration Director Boren outlined the elections that are scheduled to occur in the year 2024.

IX. Announcement of Collaborative Community Connection Partnership Program (C3 Program) - Holli Browder, Director, Parks and Recreation & Partners

**Parks and Recreation Director Holli Browder** approached the rostrum to announce the new Collaborative Community Connection (C3) Partnership Program. She explained this new program brings together many partners to collaborate and share resources to provide better and more programs and activities for the community throughout these summer months. She stated the Frank Chester Recreation Center will be extending their hours to allow Columbus residents to have a safe place to partake in positive activities.

VI. Mayor's Summer Youth Program Update - Feleshia Marshall, Assistant Director, JTPA/WIA

**JTPA/WIA Assistant Director Feleshia Marshall** approached the rostrum to provide information on the Mayor's Summer Youth Employment Program. She explained this program is designed to introduce youth in the community to the workplace while teaching them the skills needed for a successful career. The program is scheduled to begin on June 12, 2023 through July 28, 2023. She stated the participants will attend workforce preparation classes hosted by the Urban League of Greater Columbus and be matched with local employers to gain work experience.

V. Move to City Hall Timeline - Ryan Pruett, Director, Inspections and Code

**Inspections and Code Director Ryan Pruett** approached the rostrum to provide information on Phase I and Phase II of the move to the new City Hall. He explained Phase I relocations will begin on June 20, 2023 and will be completed by July 17, 2023.

**City Manager Isaiah Hugley** explained there is a need for an additional position for the information desk that was omitted from the FY 2024 Budget. He stated they may bring it back for the 1<sup>st</sup> Reading of the budget ordinance.

VIII. Proposed Expanded Area for Golf Carts Update - Pam Hodge, Deputy City Manager, Finance, Planning and Development

**Deputy City Manager Pam Hodge** approached the rostrum to provide an update on Personal Transportation Vehicles (PTVs) in the Uptown area. She explained a map that was shown, depicting the current street segments that allow PTVs and the proposed street segments additions.

VII. Infrastructure/ Transportation Projects Update - Pam Hodge, Deputy City Manager, Finance, Planning and Development

**Deputy City Manager Pam Hodge** approached the rostrum to provide an update on current and ongoing infrastructure and transportation projects. During the presentation she responded to questions from the members of Council regarding various projects in their respective districts.

**REFERRAL(S):**

**FOR THE CITY MANAGER:**

- Look into utilizing discretionary funding for civil engineering in an effort to expedite projects. *(Request of Councilor Davis)*
- Provide a list of streets in priority order based on fiscal year. *(Request of Councilor Tucker)*
- Copy of layout design of the Verging Diamond Project. *(Request of Councilor Davis)*

III. Traffic Calming Update - Donna Newman, Director, Engineering

**Engineering Director Donna Newman** approached the rostrum to introduce Mr. Barrington Adams, a senior at Northside High School, who has an interest in civil engineering and will be doing an internship with the Engineering Department this summer.

**Assistant Engineering Director Vance Beck** approached the rostrum to provide a traffic calming update. He explained the various options available and the pros and cons to each option. He also responded to questions from the members of Council regarding the requirements streets must meet for a traffic calming measure to be installed.

**REFERRAL(S):**

**FOR THE CITY MANAGER:**

- Provide the current traffic calming requirements and explanations. *(Request of Councilor Begly)*
- Identify funding for the installation of traffic calming measures for neighborhoods that do not have HOAs that can cover the cost. *(Request of Councilor Tucker)*

X. Tax Digest Update - Angelica Alexander, Finance, Director & Suzanne Widenhouse, Chief Appraiser, Tax Assessor

**Finance Director Angelica Alexander** approached the rostrum to begin the tax digest update. She stated each year the Board of Tax Assessors is required to review the assessed value of taxable property in the county and if there is an increase in the fair market value for a specific property due to improvements or some sort of sales transaction, the board is required by law to determine the value of that property, known as a reassessment. She explained she wanted to notify Council of the 11% increase to Urban Service Districts 1 and 2 before they are advertised in the newspaper.

**Chief Appraiser Suzanne Widenhouse** approached the rostrum to comment on the rollback rate and reassessments. She also gave some examples of common improvements to properties that would increase the property value.

IV. Short Term Vacation Rental - Ryan Pruett, Director, Inspections and Code

**Inspections and Code Director Ryan Pruett** approached the rostrum to provide an update on short-term vacation rentals. He explained there are currently 153 permitted short-term rentals in Columbus, but according to data provided by the Columbus Convention and Visitors Bureau (CVB), there were



273 active short-term rental advertisements as of April 7, 2023. He stated Inspections and Code has issued six new permits since the moratorium ended on May 15<sup>th</sup>.

Councilor Cogle made a motion to allow the Air BNB owners in the audience to speak, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent from the meeting.

**Mr. Jared Huckabee (1434 16<sup>th</sup> Avenue, Columbus, GA 31901)** approached the rostrum to speak as a short-term rental owner. He expressed his concerns regarding the new requirements.

**Mr. David Goings (6746 Ranch Forest Drive, Columbus, GA 31904)** approached the rostrum to speak as a short-term rental owner. He expressed his concerns regarding the new requirements and suggested the Ordinance that was adopted in 2018 be enforced to address the issues.

### **REFERRAL(S):**

#### **FOR THE CITY MANAGER:**

- Let's look at putting a cap on how many short-term rentals a single owner or company can operate. *(Request of Councilor Begly)*
- Provide Council short-term rental ordinances adopted by other municipalities. *(Request of Councilor Davis)*
- Install a gate at Shirley B. Winston Park so it can be closed at 11:00 p.m. *(Request of Councilor Tucker)*
- See what can be done to improve the Wi-Fi connection at Shirley B. Winston for the security cameras. *(Request of Councilor Tucker)*
- There are electrical wires going through a tree at 108 8<sup>th</sup> Street. *(Request of Councilor Thomas)*
- Maintenance and landscaping on public right-of-way, particularly in the center of round-a-bouts. *(Request of Councilor Davis)*
- Have the bush and/or trees removed on the bike trail at the Manchester Expressway and College Avenue crossing. *(Request of Councilor Crabb)*
- Address low hanging trees on 2<sup>nd</sup> Avenue near Highside Market. *(Request of Councilor Cogle)*
- Check into installing measures to direct drivers to go into the round-a-bout at St. Mary's Road. *(Request of Councilor Huff)*

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Tucker to adjourn the May 30, 2023 Consent Agenda/Work Session, seconded by Councilor Cogle and carried unanimously by the seven members present, with Mayor Pro Tem Allen being absent for the vote, Councilors Barnes and Garrett being absent from the meeting, and the time being 1:19 p.m.

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Sandra T. Davis, CMC  
Clerk of Council  
Council of Columbus, Georgia

**File Attachments for Item:**

**1. 1st Reading-** REZN-03-23-0515: An Ordinance amending a condition of Ordinance No. 11-13 as it pertains to property located at **6395 Psalmund Road** (parcel # 120-001-034). (Planning Department and PAC recommend approval.) (As amended and continued on 1st Reading.)(Mayor Pro Tem.)

**AN ORDINANCE****NO. \_\_\_\_\_**

An Ordinance amending a condition of Ordinance No. 11-13 as it pertains to property located at 6395 Psalmond Road (parcel # 120-001-034).

**THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS AS FOLLOWS:****Section 1.**

Condition #2 of Ordinance No. 11-13 which pertains to property located at 6395 Psalmond Road is amended to read as follows:

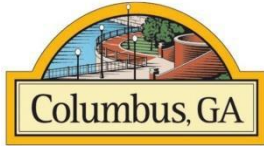
“2. The development shall adhere to characteristics of the color site plan, by High Grove Partners, LLC, dated December 16, 2010, in file REZN 12-10-5753 in the Planning Department and attached hereto. Said color site plan shall not apply to the proposed PUD commercial area; provided however, the proposed PUD commercial area shall meet the requirements of the Highway 80 overlay.”

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 23rd day of May, 2023; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

\_\_\_\_\_  
**Sandra T Davis**  
 Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
 Mayor



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

### REZN-03-23-0515

<b>Applicant:</b>	Lakshmi Karthik
<b>Owner:</b>	Alton Duncan
<b>Location:</b>	6395 Psalmond Road
<b>Parcel:</b>	120-001-034
<b>Acreage:</b>	3.10 Acres
<b>Current Zoning Classification:</b>	Planned Unit Development (PUD) with conditions (Ord. 11-13)
<b>Proposed Zoning Classification:</b>	Planned Unit Development (PUD) with amended conditions
<b>Current Use of Property:</b>	Vacant
<b>Proposed Use of Property:</b>	Retail
<b>Council District:</b>	District 6 (Allen)
<b>PAC Recommendation:</b>	<b>Approval</b> based on the Staff Report and compatibility with existing land uses.
<b>Planning Department Recommendation:</b>	<p><b>Approval</b> based on compatibility with existing land uses. The amended condition amends Condition #2 below:</p> <p>2. The development shall adhere to characteristics of the color site plan, by High Grove Partners, LLC, dated December 16, 2010, in file REZN 12-10-5753 in the Planning Department and attached hereto.</p>

2. The development shall adhere to characteristics of the color site plan, by High Grove Partners, LLC, dated December 16, 2010, in file REZN 12-10-5753 in the Planning Department and attached hereto.

**Said color site plan shall not apply to the proposed PUD commercial area.**

<b>Fort Benning's Recommendation:</b>	N/A								
<b>DRI Recommendation:</b>	N/A								
<b>General Land Use:</b>	Consistent Planning Area B								
<b>Current Land Use Designation:</b>	Mixed Use (MU)								
<b>Future Land Use Designation:</b>	Neighborhood Commercial (NC)								
<b>Compatible with Existing Land-Uses:</b>	Yes								
<b>Environmental Impacts:</b>	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
<b>City Services:</b>	Property is served by all city services.								
<b>Traffic Impact:</b>	Average Annual Daily Trips (AADT) will increase to 80 trips up from 0 trips if used for commercial use. The Level of Service (LOS) will remain at level B.								
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
<b>Surrounding Zoning:</b>	<table> <tr> <td><b>North</b></td><td>Neighborhood Commercial (NC) / Residential Estate 1 (RE-1)</td></tr> <tr> <td><b>South</b></td><td>Planned Unit Development (PUD)</td></tr> <tr> <td><b>East</b></td><td>General Commercial (GC)</td></tr> <tr> <td><b>West</b></td><td>Planned Unit Development (PUD)</td></tr> </table>	<b>North</b>	Neighborhood Commercial (NC) / Residential Estate 1 (RE-1)	<b>South</b>	Planned Unit Development (PUD)	<b>East</b>	General Commercial (GC)	<b>West</b>	Planned Unit Development (PUD)
<b>North</b>	Neighborhood Commercial (NC) / Residential Estate 1 (RE-1)								
<b>South</b>	Planned Unit Development (PUD)								
<b>East</b>	General Commercial (GC)								
<b>West</b>	Planned Unit Development (PUD)								
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.								
<b>School Impact:</b>	N/A								
<b>Buffer Requirement:</b>	Requirements are established in the								

Highway 80 Overlay District ordinance.

**Attitude of Property Owners:**

**Thirty-eight (38)** property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received **four (4)** calls and/or emails regarding the rezoning.

**Approval**  
**Opposition**

**0** Responses

**2** Responses

**Additional Information:**

N/A

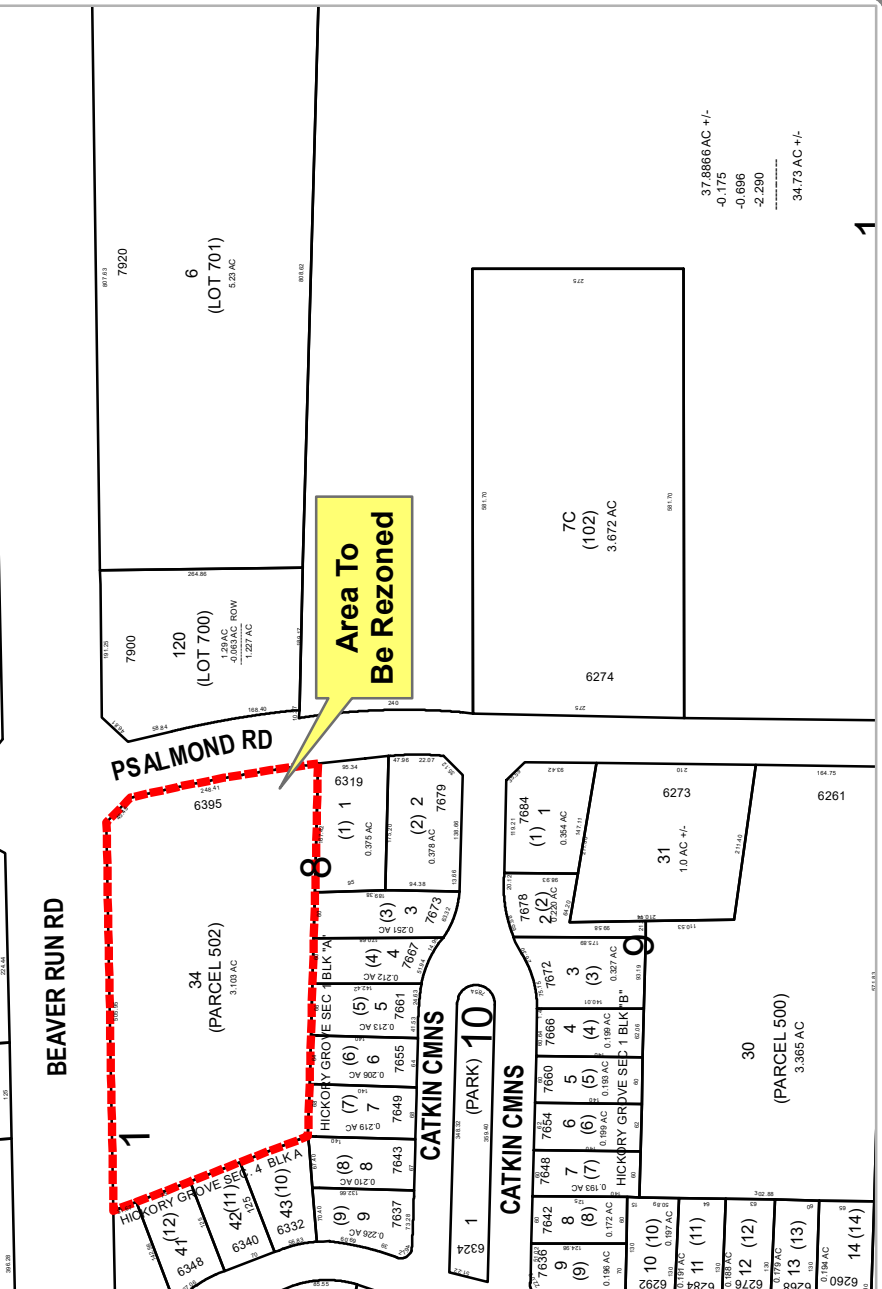
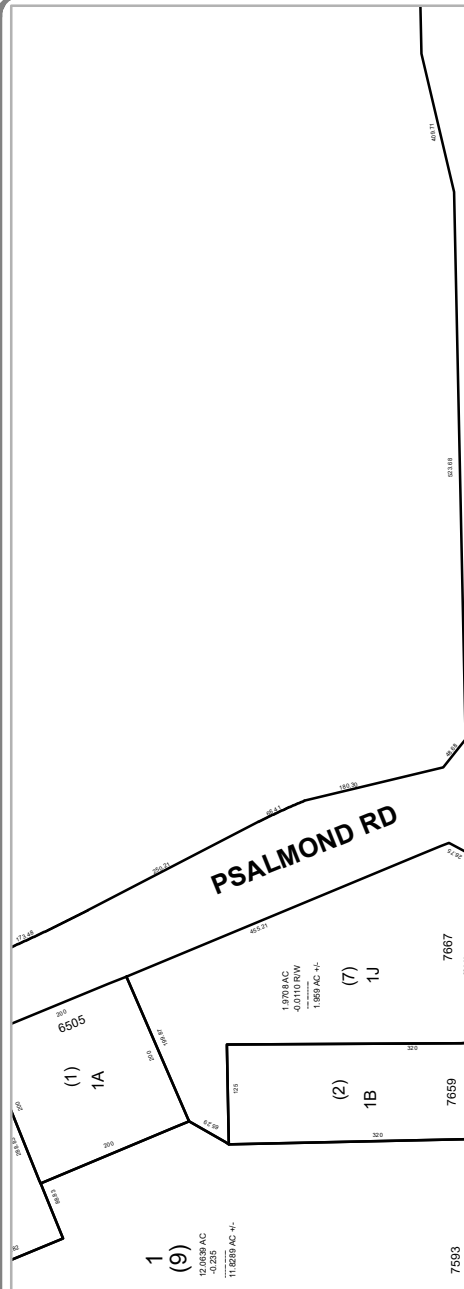
**Attachments:**

Aerial Land Use Map  
Location Map  
Zoning Map  
Existing Land Use Map  
Future Land Use Map  
Flood Map  
Traffic Report











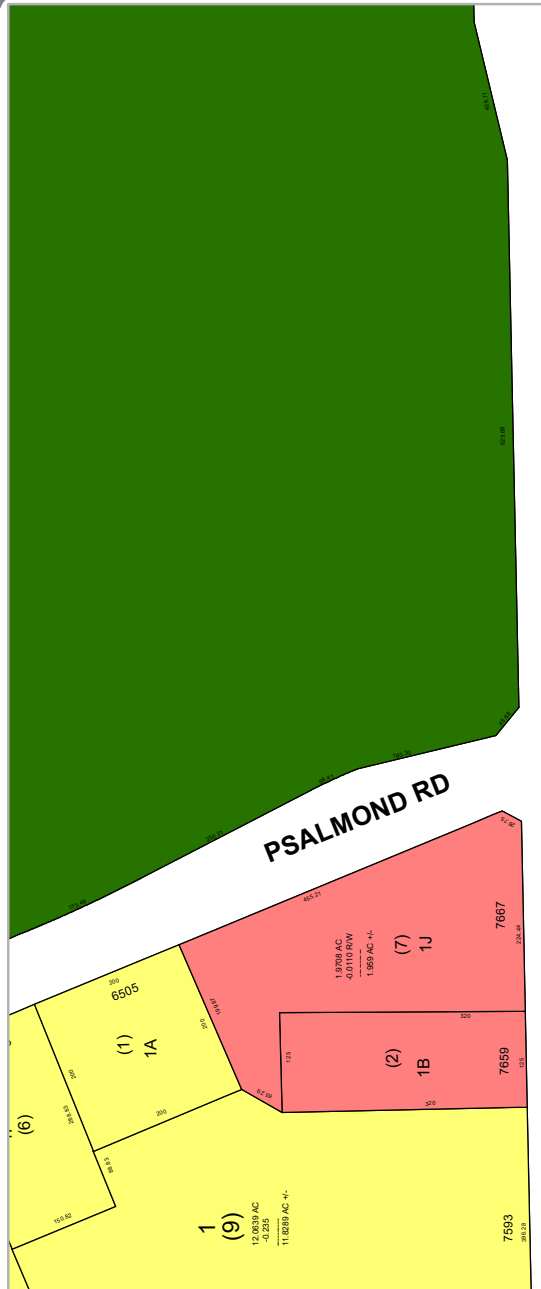
**Zoning Map for REZN 03-23-0515**  
**Map 120 Block 001 Lot 034**

**Planning Department-Planning Division**  
**Prepared By Planning GIS Tech**

This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

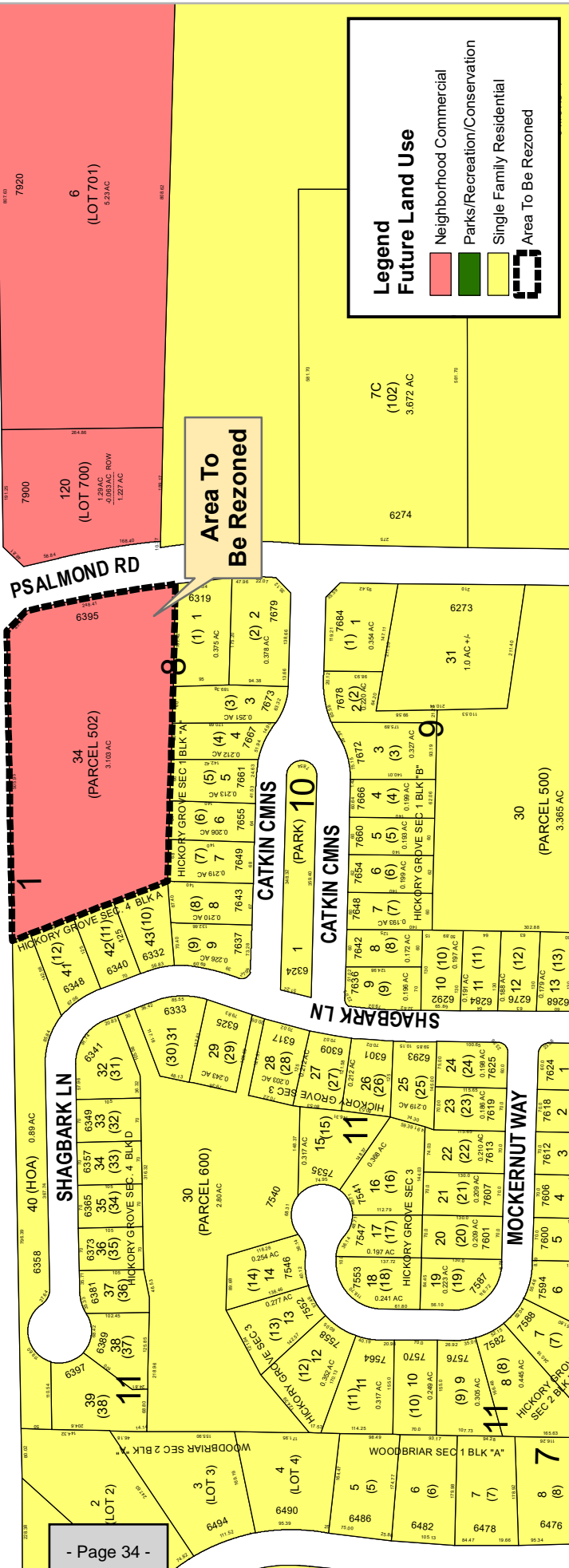
Date: 3/22/2023





BEAVER RUN RD

PSALMOND RD



**Legend**  
**Future Land Use**

- Neighborhood Commercial
- Parks/Recreation/Conservation
- Single Family Residential
- Area To Be Rezoned



0 125 250 Feet  
1 inch = 250 feet  
Data Source: IT/GIS  
Author: David Cooper

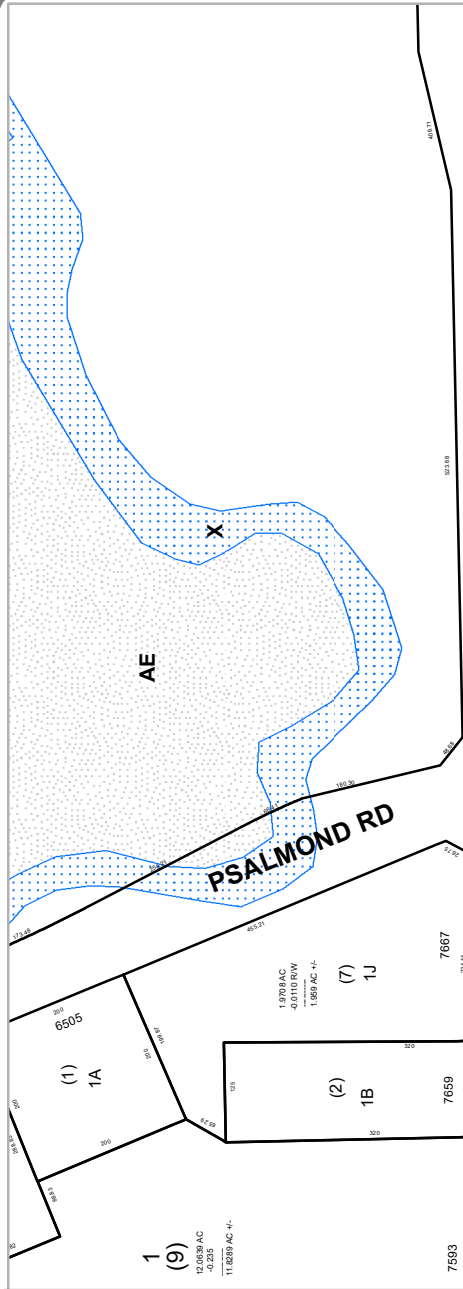
Existing Land Use Map for REZN 03-23-0515  
Map 120 Block 001 Lot 034  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Date: 3/22/2023





BEAVER RUN RD

PSALMOND RD

Area To Be Rezoned



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Date: 3/22/2023

Flood Zone Map for REZN 03-23-0515  
Map 120 Block 001 Lot 034  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

0 125 250 Feet  
1 inch = 250 feet  
Data Source: IT/GIS  
Author: DavidCooper



Item #1.

REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO.  
PROJECT  
CLIENT  
REZONING REQUEST

REZN 03-23-0515  
6395 Psalmound Road  
  
PUD with conditions to PUD with amended conditions

LAND USE

Trip Generation Land Use Code\*  
Existing Land Use  
Proposed Land Use  
Existing Trip Rate Unit  
Proposed Trip Rate Unit

822  
Planned Unit Development (PUD) with conditions  
Planned Unit Development (PUD) with amended conditions  
  
PUD - Square Footage of Retail Building

TRIP END CALCULATION \*

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
Daily (Existing Zoning)					
Total					0
Daily (Proposed Zoning)					
Strip Retail Plaza	822	PUD	29,380 Sq. Ft.	7.60	22 Weekday AM Peak
				13.24	39 Weekday PM Peak
				6.57	19 Saturday
Total					80

Note: \* Denotes calculation are based on Trip Generation, 8th Edition by Institute of Transportation Engineers

TRAFFIC PROJECTIONS

EXISTING ZONING (PUD)			PROPOSED ZONING (PUD with Amended Conditions)		
Name of Street		Beaver Run Road	Name of Street		Beaver Run Road
Street Classification		Divided Arterial	Street Classification		Divided Arterial
No. of Lanes		4	No. of Lanes		4
City Traffic Count (2021)		17,600	City Traffic Count (2021)		17,600
Existing Level of Service (LOS)**		B	Existing Level of Service (LOS)**		B
Additional Traffic due to Existing Zoning			Additional Traffic due to Proposed		80
Total Projected Traffic (2021)			Total Projected Traffic (2021)		17,680
Projected Level of Service (LOS)**			Projected Level of Service (LOS)**		B

Note: \*\* Denotes Level of Service Based on National Standards for Different Facility Type (TABLE1- General Highway Capacities by Facility Type)







(3-A-11- Woodruff)

C.A. 0308-11(3)

as Amer

Item #1.

C.A. 03-22-11(12)

AN ORDINANCE

NO. 11-13

11-13

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **6895, 6285, 6279 and part of 6261 Psalmond Road** from RE1 (Residential Estate 1) Zoning District to PUD (Planned Unit Development) District.

**THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:**

That the Zoning Atlas on file with the Planning Department be, and the same is hereby amended by changing 23 acres of the following described property from RE1 (Residential Estate 1) Zoning District to PUD (Planned Unit Development) District:

All that tract or parcel of land lying in and being part of land lot 93, 9<sup>th</sup> District, Columbus, Muscogee County, Georgia and being more particularly described as follows: Begin at a concrete monument marking the northwesterly end of a miter which forms the intersection of the southerly line of Beaver Run Road and the westerly line of Psalmond Road; thence South 48 degrees 34 minutes 23 seconds East, along said miter, 45.45 feet to an iron stake on the westerly line of Psalmond Road; thence southerly along the westerly line of Psalmond Road along the arc of a clockwise curve, with a radius of 1402.62 feet, 391.71 feet to an iron stake; thence continuing along the westerly line of Psalmond Road, South 01 degree 45 minutes 19 seconds East, 215.49 feet to an iron stake; thence leaving Psalmond Road, North 83 degrees 22 minutes 14 seconds West, 211.30 feet to an iron stake; thence South 01 degree 41 minutes 55 seconds East, 99.58 feet to an iron stake; thence South 89 degrees 01 minute 08 seconds West, 358.49 feet to an iron stake; thence South 00 degrees 57 minutes 53 seconds East, 302.88 feet to an iron stake; thence south 89 degrees 02 minutes 15 seconds west, 820.78 feet to an iron stake on the westerly line of Land Lot 93, 9<sup>th</sup> District; thence north 01 degree 39 minutes, 28 seconds West, along said Land Lot Line, 756.89 feet to an iron stake on the southerly line of Beaver Run; thence North 86 degrees 25 minutes 37 seconds East, along the southerly line of Beaver Run Road, 1302.33 feet to a concrete monument at the point of beginning; containing 26.687 acres.

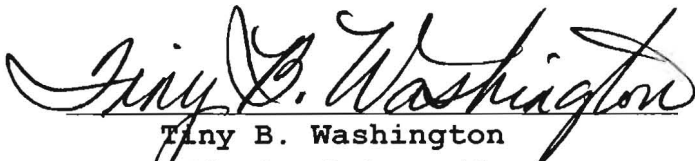
The above-described properties are being rezoned with the following conditions:

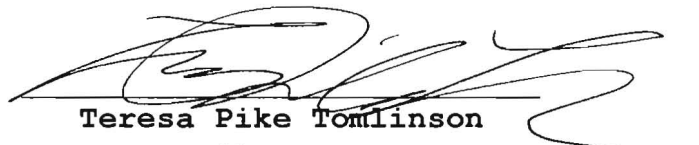
1. Three Single Family Residential lots fronting Psalmond shall not be permitted to have curb cuts or direct access to Psalmond Road.
2. The development shall adhere to characteristics of the color site plan, by High Grove Partners, LLC, dated December 16, 2010, in file REZN 12-10-5753 in the Planning Department and attached hereto.
3. The development shall be subject to the major amendments attached to this ordinance.
4. The developer shall maintain fencing, buffers and berms or a combination thereof along the southwest property line of the parcel subject to rezoning as determined by the project landscape architect and approved by the Planning Department. Developer letters agreeing to said features dated February 22, 2011 are attached hereto and incorporated herein by reference.



Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8<sup>th</sup> day of March, 2011; introduced a second time at a regular meeting of said Council held on the 22nd day of March, 2011 and adopted at said meeting by the affirmative vote of nine members of said Council.

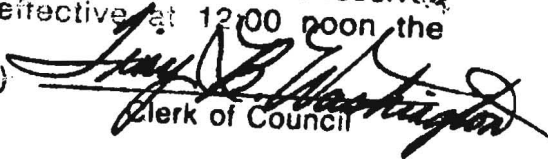
Councilor Allen	voting	<u>YES</u>
Councilor Baker	voting	<u>YES</u>
Councilor Barnes	voting	<u>YES</u>
Councilor Davis	voting	<u>YES</u>
Councilor Henderson	voting	<u>YES</u>
Councilor Huff	voting	<u>YES</u>
Councilor McDaniel	voting	<u>YES</u>
Councilor Pugh	voting	<u>YES</u>
Councilor Thomas	voting	<u>ABSENT</u>
Councilor Woodson	voting	<u>YES</u>

  
Tiny B. Washington  
Clerk of Council

  
Teresa Pike Tomlinson  
Mayor

This ordinance received, signed by the Mayor at 11:55 A.M. on the 25th day of March, 2011, and became law at said time received and became effective at 12:00 noon the following day.

Sec: 3-202 (2)

  
Clerk of Council

This ordinance submitted to the Mayor for his signature, this the 24th day of March, 2011.

Sec: 3-202 (1)

  
Clerk of Council

February 22, 2011

Mrs. Andrea Stadnick  
6249 Psalmond Road  
Columbus, GA 31909

Dear Mrs. Stadnick,

As we discussed at your home on January 14, 2011, the owners of the 26.687 acres on the corner of Psalmond Road and Beaver Run Road, have agreed to construct a six (6) to eight (8) foot high fence in front of your property in conjunction with the PUD project being rezoned and developed on the site. This will create a buffer between your property and the proposed development. Once the property is rezoned, additional landscaping plans will be rendered and then it will be determined whether a six (6) or eight (8) foot fence will be constructed to enhance the landscaped buffer.

A suitable buffer will be created to insure your property will have a barrier for privacy between your property and the proposed project.

Thank you for your support of the project.

Sincerely,

Lucy Jones  
Project Coordinator  
Woodruff Development Company

February 22, 2011

Mr. Buster Barber  
6273 Psalmond Road  
Columbus, GA 31909

Dear Buster,

As we discussed in your office January 14, 2011, the owners of the 26.687 acres on the corner of Psalmond Road and Beaver Run Road, have agreed to run a sewer tap to your property located at 6273 Psalmond Road in conjunction with the PUD project being rezoned and developed on the site. The owners have also agreed to create a buffer between your property and the proposed development. Once the property is rezoned additional landscaping plans will be rendered and then it will be determined whether it will be a fence or a natural landscaped buffer. A suitable buffer will be created to insure your property will have a barrier for privacy between your property and the proposed project.

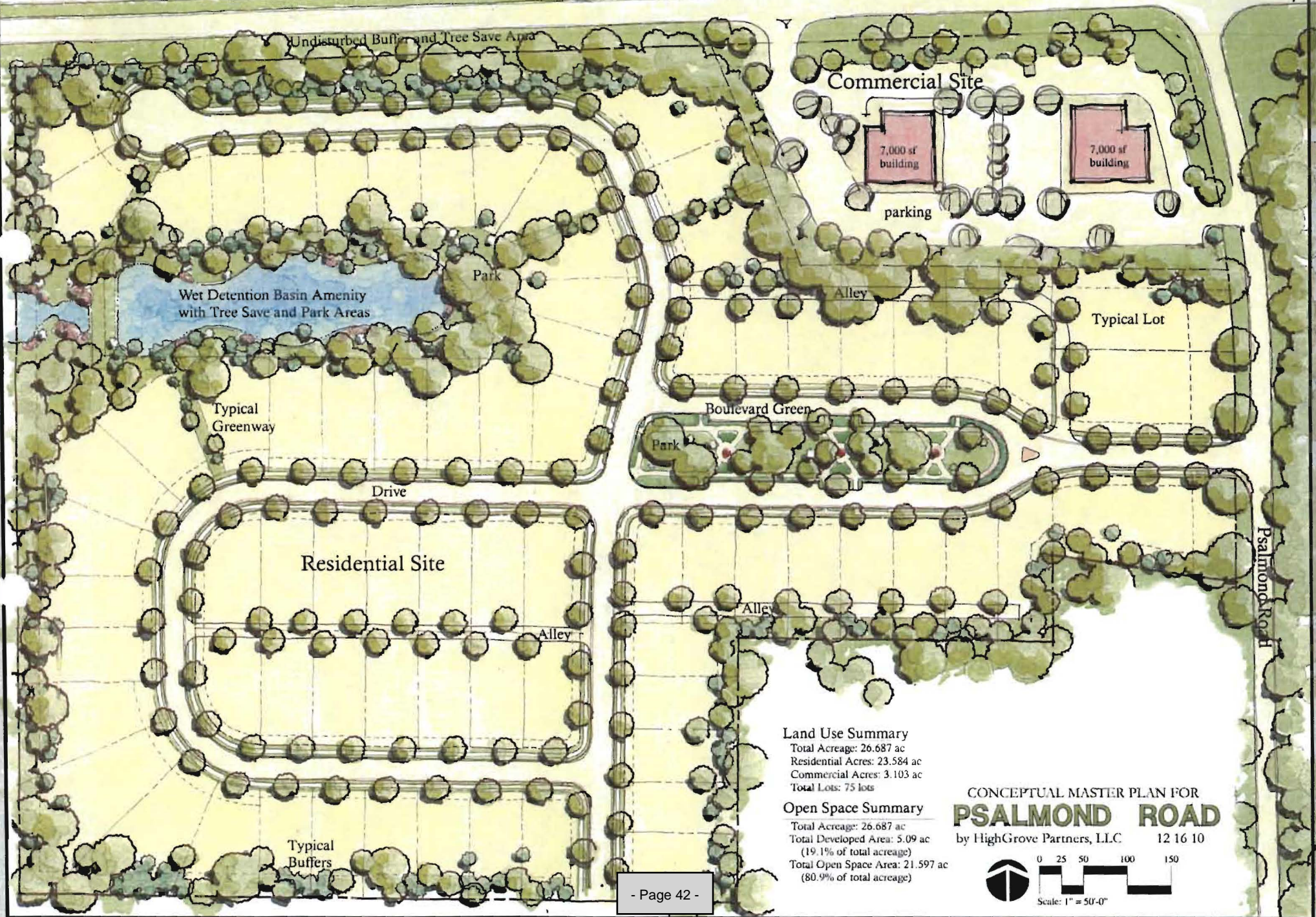
Thank you for your support of this project.

Sincerely,

Lucy Jones  
Project Coordinator  
Woodruff Development Company



Beaver Run Road

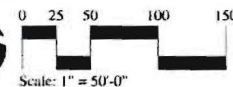


**Land Use Summary**  
 Total Acreage: 26.687 ac  
 Residential Acres: 23.584 ac  
 Commercial Acres: 3.103 ac  
 Total Lots: 75 lots

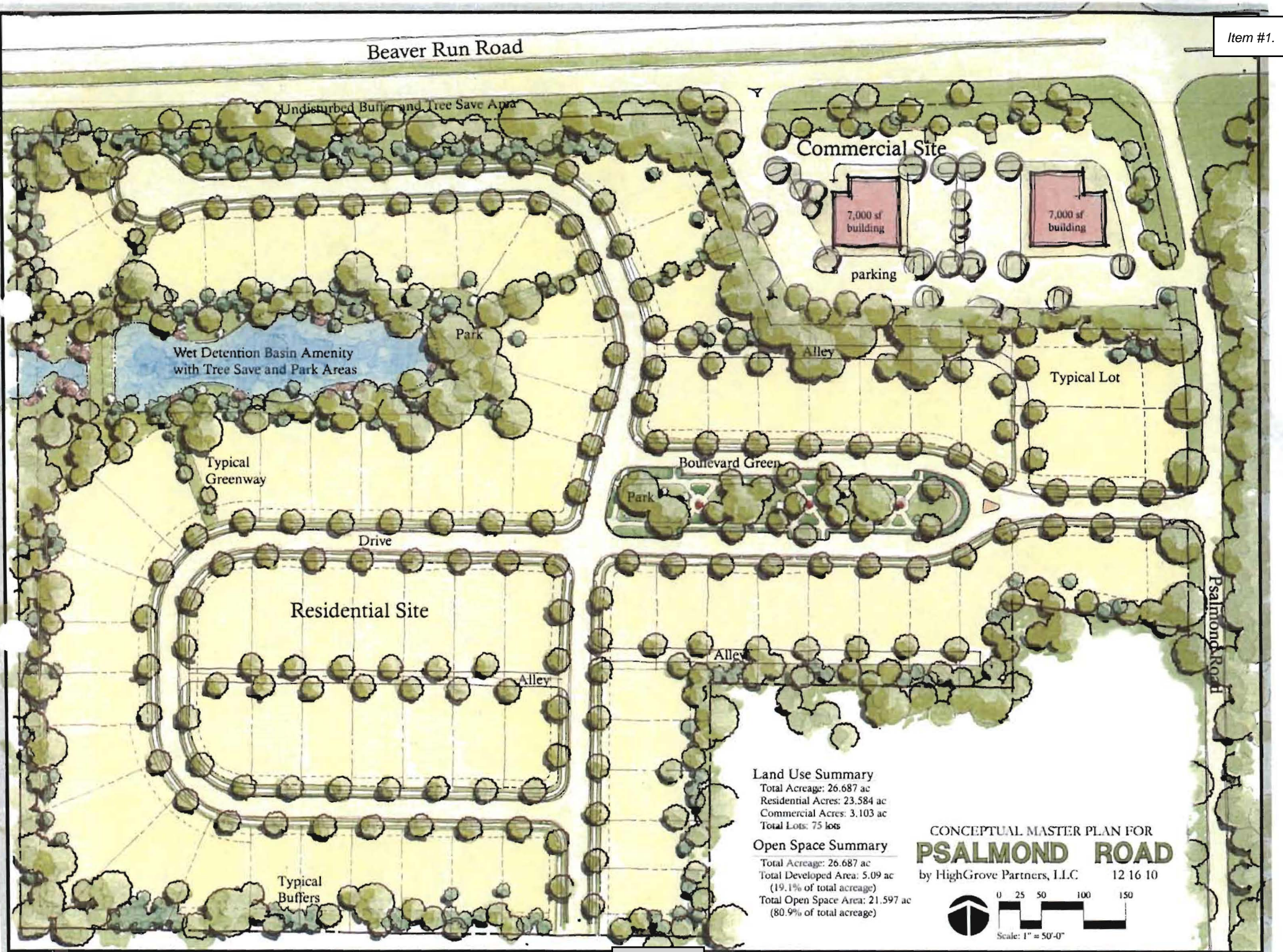
**Open Space Summary**

Total Acreage: 26.687 ac  
 Total Developed Area: 5.09 ac  
 (19.1% of total acreage)  
 Total Open Space Area: 21.597 ac  
 (80.9% of total acreage)

CONCEPTUAL MASTER PLAN FOR  
**PSALMOND ROAD**  
 by HighGrove Partners, LLC 12 16 10



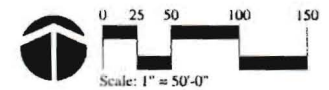




**Land Use Summary**  
Total Acreage: 26.687 ac  
Residential Acres: 23.584 ac  
Commercial Acres: 3.103 ac  
Total Lots: 75 lots

**Open Space Summary**  
Total Acreage: 26.687 ac  
Total Developed Area: 5.09 ac  
(19.1% of total acreage)  
Total Open Space Area: 21.597 ac  
(80.9% of total acreage)

CONCEPTUAL MASTER PLAN FOR  
**PSALMOND ROAD**  
by HighGrove Partners, I.L.C. 12 16 10





**File Attachments for Item:**

**2. 1st Reading-** REZN-03-24-0544: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **5335 Miller Road** (parcel # 099-008-024) from SFR1 (Single Family Residential 1) Zoning District to RO (Residential Office) Zoning District. (Planning Department and PAC recommend approval)(1st Reading delayed 5-23-23) (Councilor Crabb)

**AN ORDINANCE****NO. \_\_\_\_\_**

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 5335 Miller Road (parcel # 099-008-024) from SFR1 (Single Family Residential 1) Zoning District to RO (Residential Office) Zoning District.

**THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS AS  
FOLLOWS:**

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from SFR 1 (Single Family Residential) Zoning Districts to RO (Residential Office) Zoning District with conditions.

“All that lot, tract or parcel of land situate, lying and being in Land Lot Five (5) of the 9th District of Muscogee County, Georgia being known as Lot Five (5), Holland Acres, a subdivision of Columbus, Georgia, as said Lot Five (5) is shown on a plat of said subdivision, recorded in Plat Book 5, Page 166, in the Office of the Clerk of the Superior Court of said County.

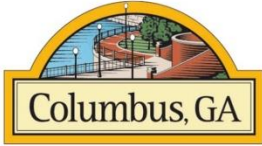
Situated upon said property is dwelling numbered 5335 Miller Road, according to the present system of numbering dwellings in Columbus, Muscogee County, Georgia.”

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_ day of \_\_\_\_\_, 2023; introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Tucker	voting _____
Councilor Thomas	voting _____

\_\_\_\_\_  
**Sandra T. Davis**  
Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
Mayor



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

**REZN-03-24-0544**

<b>Applicant:</b>	Marius Hitesan & Daniel Hitesan
<b>Owner:</b>	Marius Hitesan & Daniel Hitesan
<b>Location:</b>	5335 Miller Road
<b>Parcel:</b>	099-008-024
<b>Acreage:</b>	0.48 Acres
<b>Current Zoning Classification:</b>	Single Family Residential 1 (SFR1)
<b>Proposed Zoning Classification:</b>	Residential Office (RO)
<b>Current Use of Property:</b>	Single Family Residential
<b>Proposed Use of Property:</b>	Church Parking Lot
<b>Council District:</b>	District 5 (Crabb)
<b>PAC Recommendation:</b>	<b>Approval</b> based on the Staff Report and compatibility with existing land uses.
<b>Planning Department Recommendation:</b>	<b>Approval</b> based on compatibility with existing land uses.
<b>Fort Benning's Recommendation:</b>	N/A
<b>DRI Recommendation:</b>	N/A
<b>General Land Use:</b>	Consistent Planning Area B
<b>Current Land Use Designation:</b>	Single Family Residential



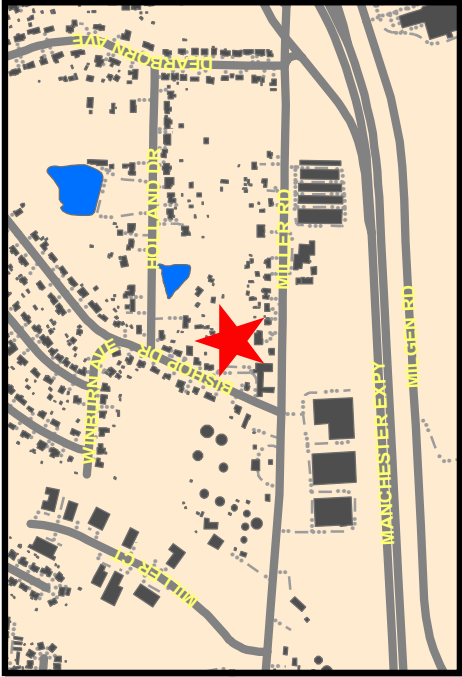
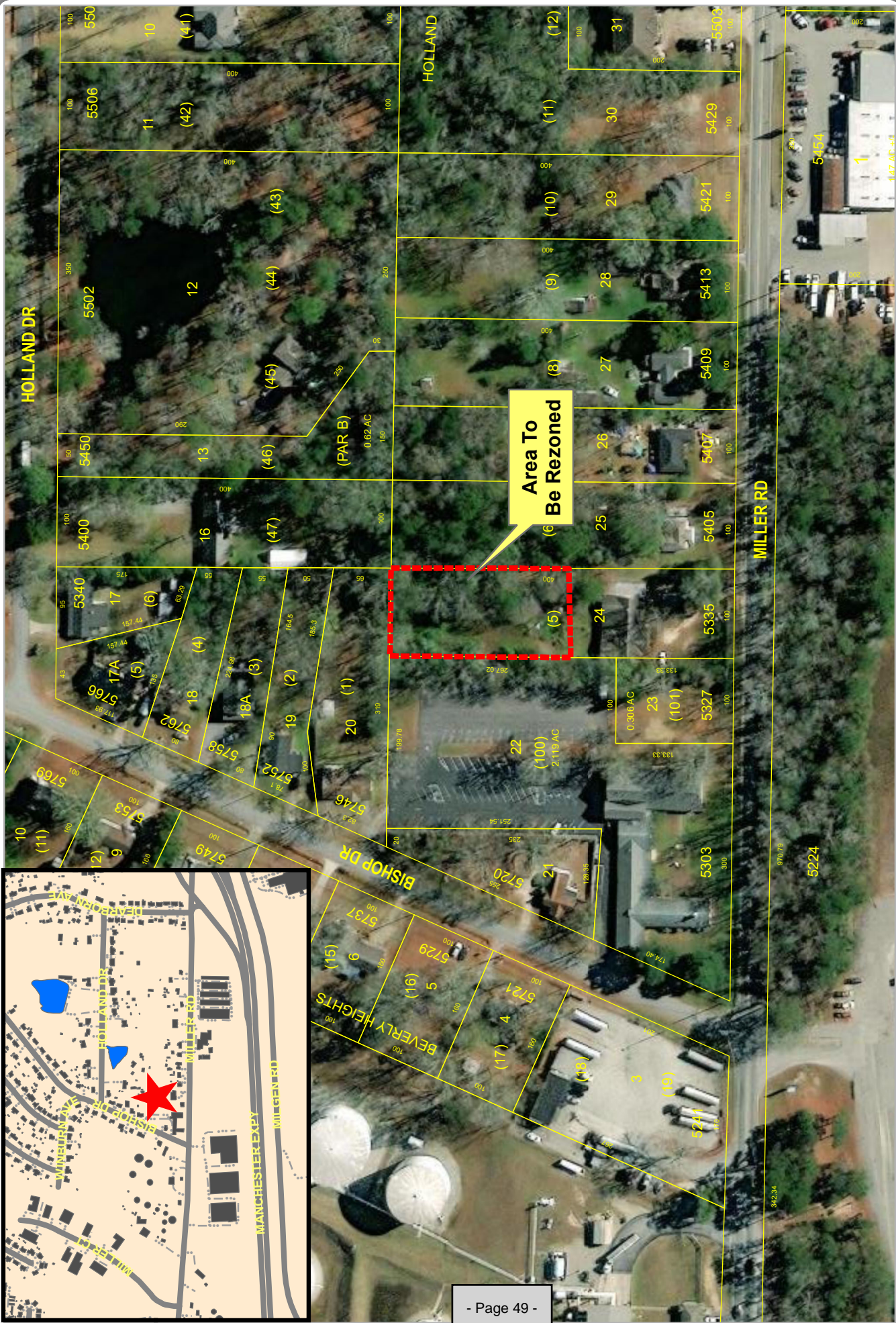
<b>Future Land Use Designation:</b>	Single Family Residential
<b>Compatible with Existing Land-Uses:</b>	Yes
<b>Environmental Impacts:</b>	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
<b>City Services:</b>	Property is served by all city services.
<b>Traffic Impact:</b>	No traffic study available for this location.
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.
<b>Surrounding Zoning:</b>	<div> <div> <b>North</b>  <b>South</b>  <b>East</b>  <b>West</b> </div> <div> Single Family Residential 2 (SFR2)  Light Manufacturing / Industrial (LMI)  Single Family Residential1 (SFR1)  Residential Office (RO) </div> </div>
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.
<b>School Impact:</b>	N/A
<b>Buffer Requirement:</b>	<p>The site shall include a Category C buffer along all property lines bordered by the SFR1/2 zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> <li>1) <b>20 feet</b> with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet.</li> <li>2) <b>10 feet</b> with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall.</li> <li>3) <b>30 feet</b> undisturbed natural buffer.</li> </ol>
<b>Attitude of Property Owners:</b>	<b>Twenty (20)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received <b>zero (0)</b> calls and/or emails regarding the rezoning.
<b>Approval</b>	<b>0</b> Responses
<b>Opposition</b>	<b>0</b> Responses

**Additional Information:**

N/A

**Attachments:**

Aerial Land Use Map  
Location Map  
Zoning Map  
Existing Land Use Map  
Future Land Use Map  
Flood Map  
Traffic Report



This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 3/23/2023

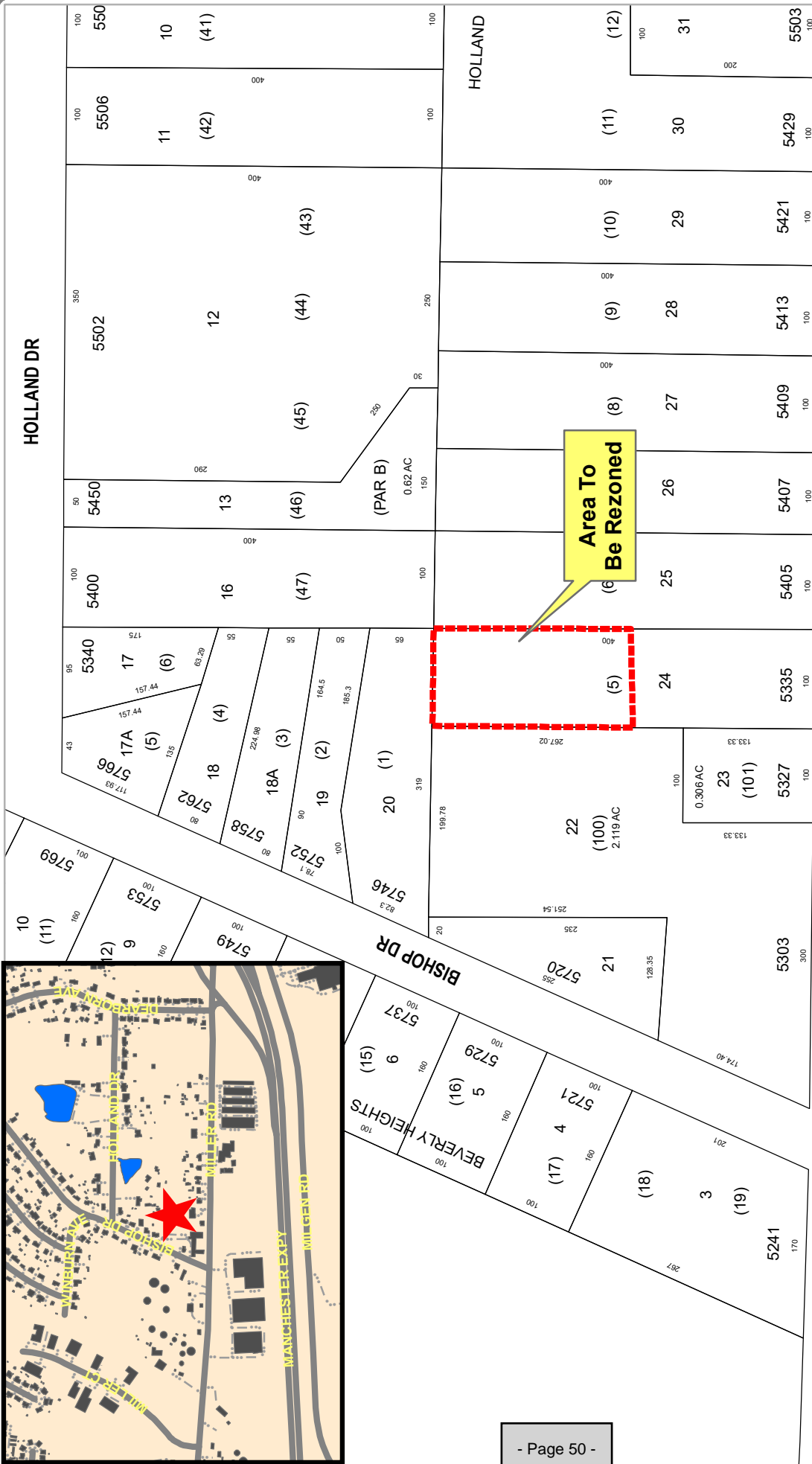
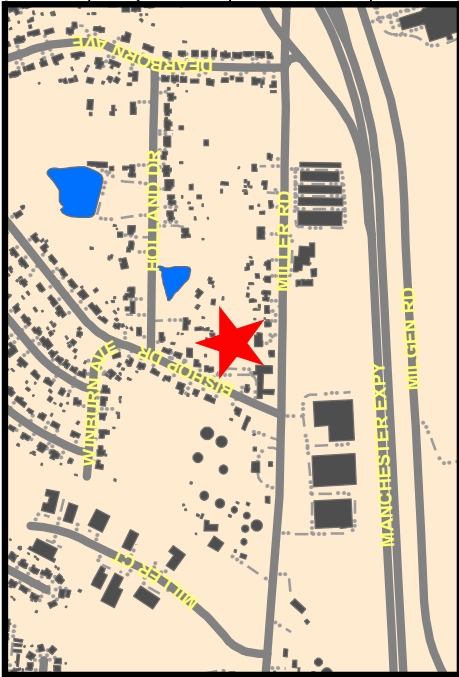
**Aerial Map for REZN 03-23-0544**  
**Map 098 Block 008 Lot 024**

**Planning Department-Planning Division**  
**Prepared By Planning GIS Tech**

0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: David Cooper

**Item #2.**





342.34		970.79	
5224		5454	
200		200	
1		1	
1.47 AC +/-		1.47 AC +/-	

Date: 3/23/2023

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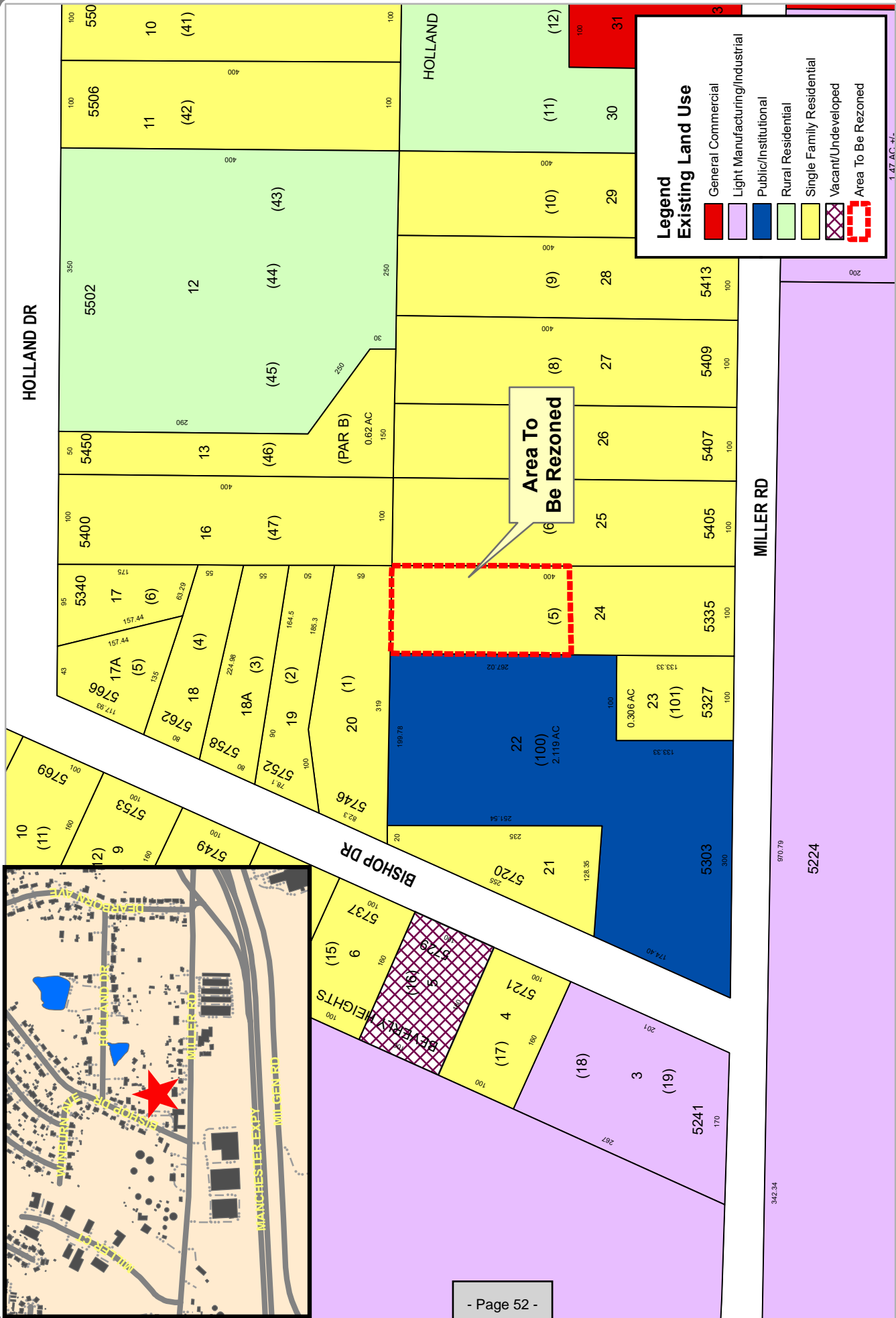
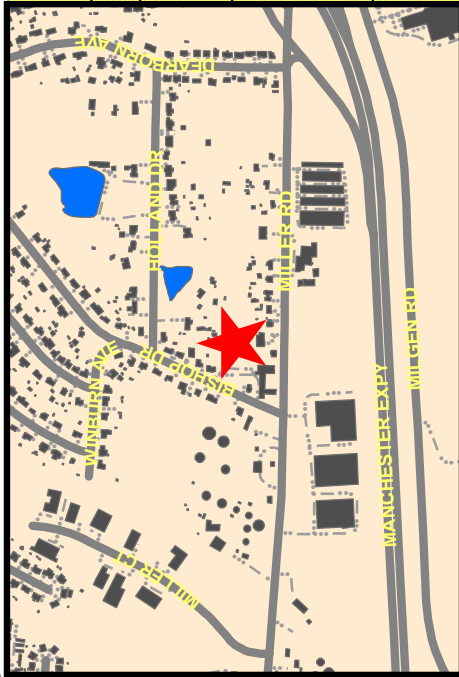
Location Map for REZN 03-23-0544  
Map 098 Block 008 Lot 024

Planning Department-Planning Division  
Prepared By Planning GIS Tech

0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: David Cooper

Item #2.





Item #2.

Existing Land Use Map for REZN 03-23-0544  
Map 098 Block 008 Lot 024

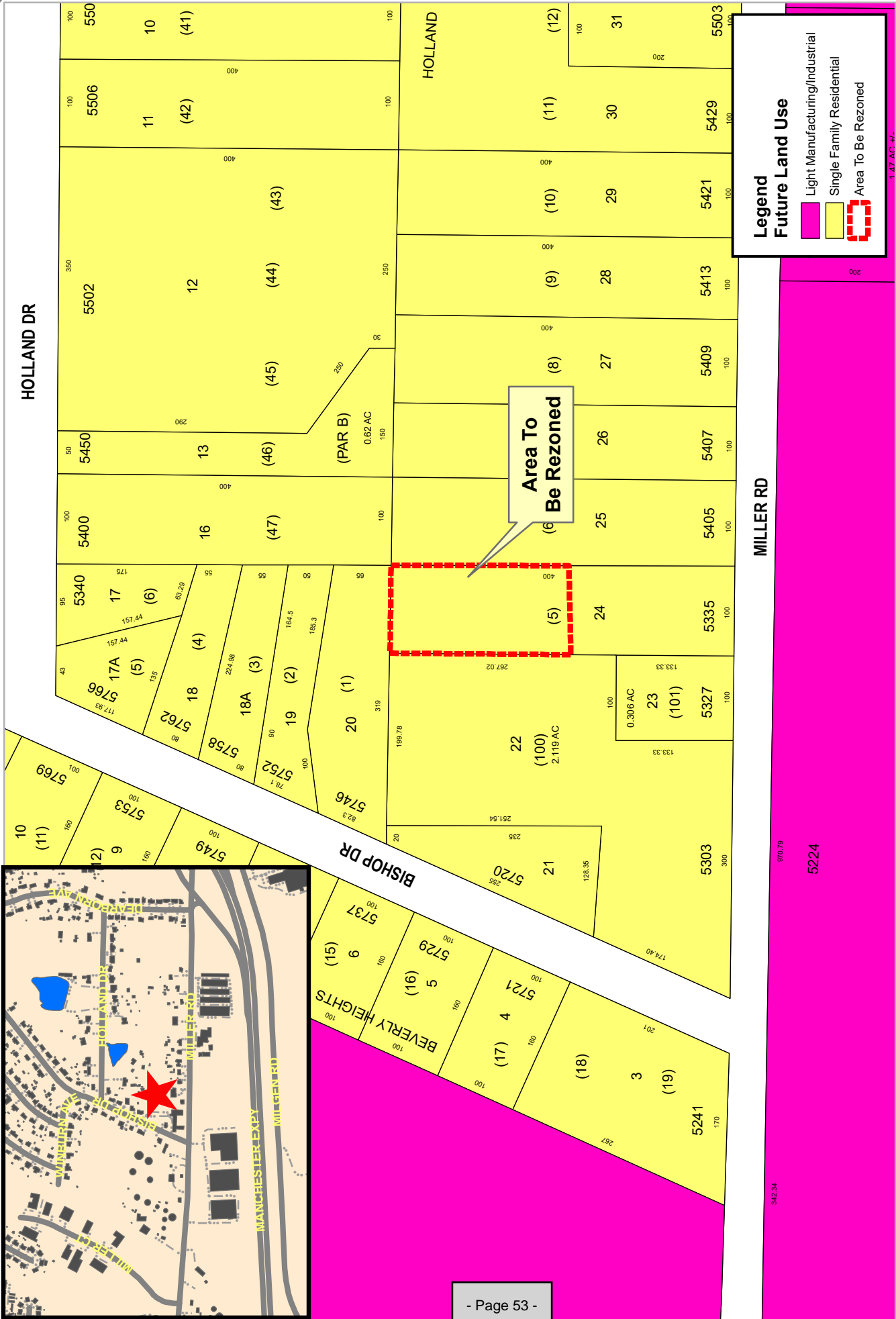
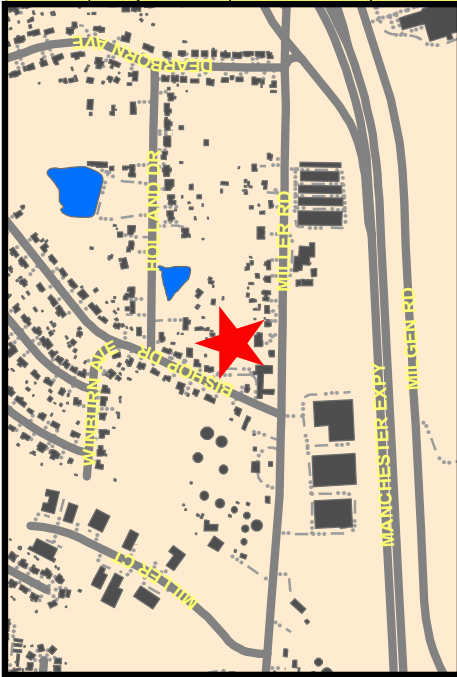
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Date: 3/23/2023

1 inch = 150 feet  
0 75 150 Feet

Data Source: IT/GIS  
Author: DavidCooper



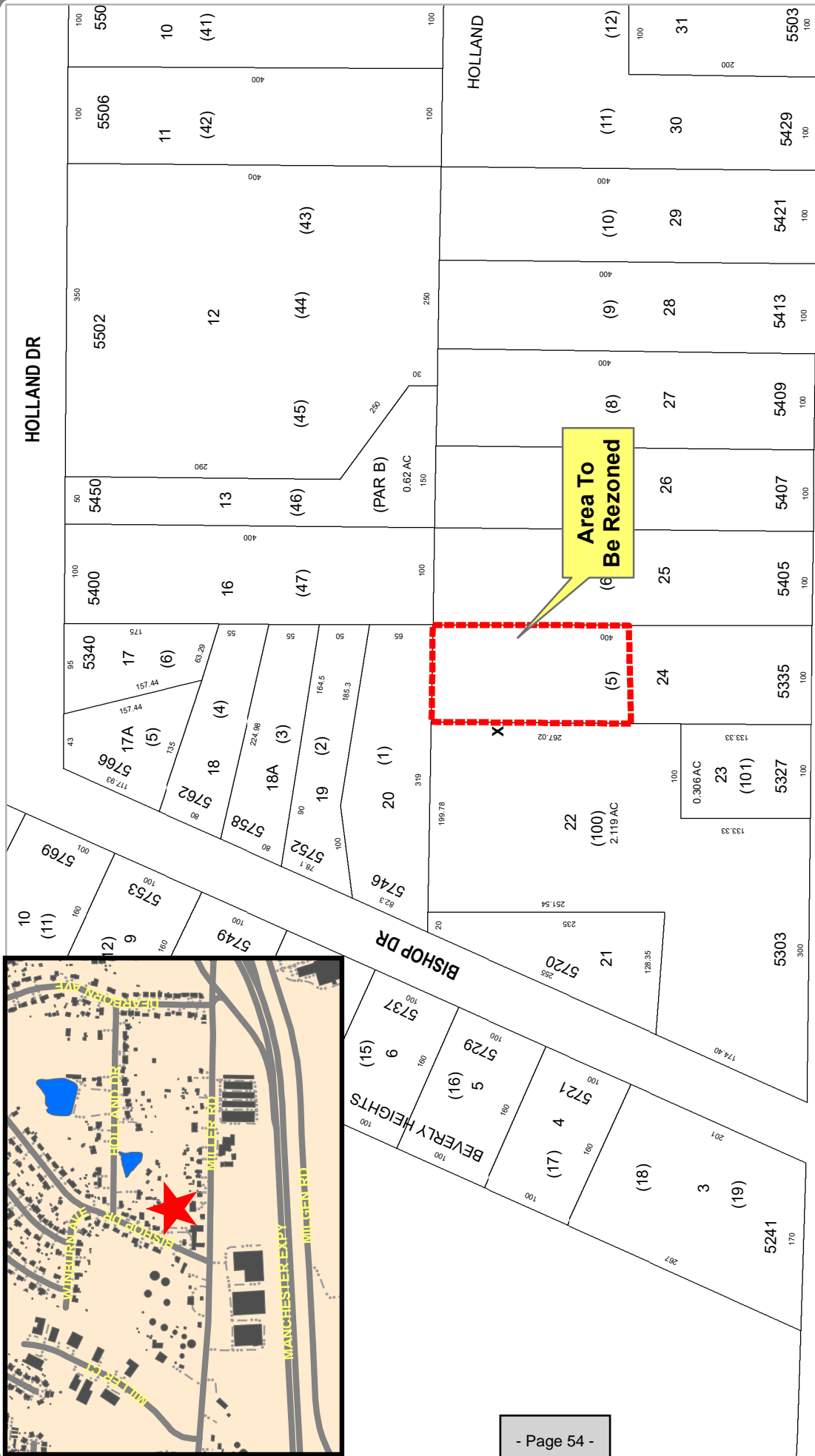
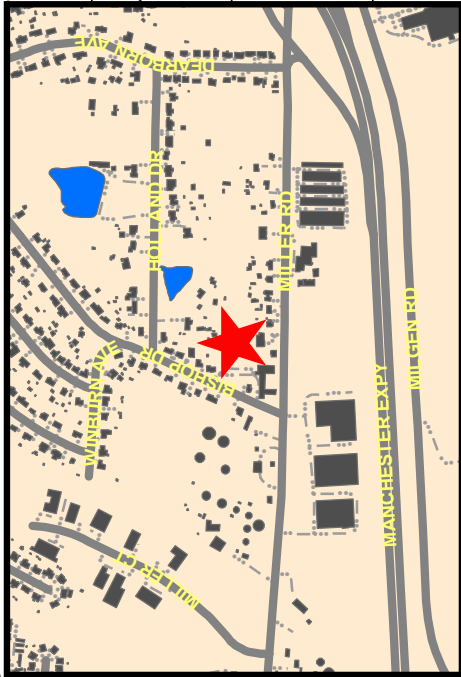
Date: 3/23/2023

This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Future Land Use Map for REZN 03-23-0544  
 Map 098 Block 008 Lot 024  
 Planning Department-Planning Division  
 Prepared By Planning GIS Tech

0 75 150 Feet  
 1 inch = 150 feet  
 Data Source: IT/GIS  
 Author: DavidCooper





**Columbus Planning**

**Flood Zone Map for REZN 03-23-0544**  
**Map 098 Block 008 Lot 024**

**Planning Department-Planning Division**  
**Prepared By Planning GIS Tech**

This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 3/23/2023

Item #2.

0 75 150 Feet  
 1 inch = 150 feet  
 Data Source: IT/GIS  
 Author: David Cooper



**File Attachments for Item:**

**3. 1st Reading-** REZN -04-23-0630: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 910 Talbotton Road (parcel # 016-027-001/002/003/016/022) from Residential Office (RO) Zoning District to Neighborhood Commercial (NC) Zoning District. (Councilor Cogle)

## AN ORDINANCE

NO. \_\_\_\_\_

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **910 Talbotton Road** (parcel # 016-027-001/002/003/016/022) from Residential Office (RO) Zoning District to Neighborhood Commercial (NC) Zoning District.

### THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

#### Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from Residential Office (RO) Zoning District to Neighborhood Commercial (NC) Zoning District.

“All That Lot, Tract, Or Parcel Of Land Known As Lot 1 Of Crawford Subdivision Of The Chappell Property, Lying And Being In Land Lot 71 Of The 8th District, Columbus, Muscogee County, Georgia, Being More Particularly Described As Follows: Commencing At A Concrete Monument Found At The Southwest Corner Of The Mitered Intersection Of The Southerly Right-Of-Way Of Talbotton Road (R/W Varies) And The Northeasterly Right-Of-Way Of North Avenue (40' R/W); Thence Along The Northeasterly Right-Of-Way Of North Avenue S21°46'13"E A Distance Of 16.23' To A Concrete Monument Found; Thence Along The Northeasterly Right-Of way Of North Avenue S67°48'43"W A Distance Of 1.13' To A Concrete Monument Found; Thence Along The Northeasterly Right-Of-Way Of North Avenue S21°57'08"E A Distance Of 106.00' To A 1" Crimped-Top-Pipe Found. Thence Leaving The Northeasterly Right-Of-Way Of North Avenue And Running Along The Common Property Line Between John B. Buck And Columbus Ga 1968 Medical Properties, Llc. N68°24'38"E A Distance Of 139.83' To A 1" Crimped-Top-Pipe Found; Thence Along The Common Property Line Between Columbus Ga 1968 Medical Properties, Llc. And Medical Center Hospital Authority & Hospital Authority Of Columbus S22°03'54"E A Distance Of 44.66' To A 1" Crimped-Top-Pipe Found. Thence Along The Common Property Line Between Columbus Ga 1968 Medical Properties, Llc. And Medical Center Hospital Authority & Hospital Authority Of Columbus S22°03'54"E A Distance Of 44.67' To A 1" Crimped-Top-Pipe Found; Thence Along The Common Property Line Between Medical Center Hospital Authority & Hospital Authority Of Columbus And Togbedia, Llc. N68°37'27"E A Distance Of 139.90' To A Drill Hole In Concrete Found On The Southwesterly Right-Of-Way Of 10th Avenue (85' R/W). Thence Along The Southwesterly Right-Of-Way Of 10th Avenue N22°01'48"W A Distance Of 47.40' To A 1" Crimped-Top-Pipe Found On The Southwesterly Right-Of-Way Of 10th Avenue. Thence Along The Southwesterly Right-Of-Way Of 10th Avenue N21°58'27"W A Distance Of 206.47' To A Concrete Monument Found. Thence Along The Mitered Intersection Of The Southwesterly Right-Of-Way Of 10th Avenue And The Southerly Right-Of-Way Of Talbotton Road N71°45'58"W A Distance Of 20.90' To A Concrete Monument Found. Thence Along The Southerly Right-Of-

Way Of Talbotton Road S65°04'28"W A Distance Of 104.87' To A Concrete Monument Found; Thence Along The Southerly Right-Of-Way Of Talbotton Road S57°53'14"W A Distance Of 27.31' To A Concrete Monument Found; Thence Along The Southerly Right-Of-Way Of Talbotton Road S57°31'51"W A Distance Of 114.14' To A Concrete Monument Found; Thence Along The Mitered Intersection Of The Southerly Right-Of-Way Of Talbotton Road And The Northeasterly Right-Of way Of North Avenue S17°58'21"W A Distance Of 29.22' To The Point Of Beginning. Said Lot Contains 1.335 Acres.

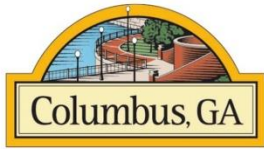
Bearings Stated Herein Are Based On The Georgia West Zone (Nad83/2011) State Plane Coordinate System.”

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

\_\_\_\_\_  
**Sandra T Davis**  
 Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
 Mayor



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

**REZN-04-23-0630**

<b>Applicant:</b>	Ryan Clements
<b>Owner:</b>	Bosporus RE, LLC
<b>Location:</b>	910 Talbotton Road
<b>Parcel:</b>	016-027-001/002/003/016/022
<b>Acreage:</b>	1.34 Acres
<b>Current Zoning Classification:</b>	Residential Office (RO)
<b>Proposed Zoning Classification:</b>	Neighborhood Commercial (NC)
<b>Current Use of Property:</b>	Vacant
<b>Proposed Use of Property:</b>	Medical Research
<b>Council District:</b>	District 7 (Cogle)
<b>PAC Recommendation:</b>	<b>Approval</b> based on the Staff Report and compatibility with existing land uses.
<b>Planning Department Recommendation:</b>	<b>Approval</b> based on compatibility with existing land uses.
<b>Fort Benning's Recommendation:</b>	N/A
<b>DRI Recommendation:</b>	N/A
<b>General Land Use:</b>	Consistent Planning Area D
<b>Current Land Use Designation:</b>	Public/Institutional

<b>Future Land Use Designation:</b>	Office/Professional	
<b>Compatible with Existing Land-Uses:</b>	Yes	
<b>Environmental Impacts:</b>	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.	
<b>City Services:</b>	Property is served by all city services.	
<b>Traffic Impact:</b>	No traffic study available for this location.	
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.	
<b>Surrounding Zoning:</b>	<b>North</b>	General Commercial (GC)
	<b>South</b>	Residential Office (RO)
	<b>East</b>	Neighborhood Commercial (NC)
	<b>West</b>	Residential Office (RO)
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.	
<b>School Impact:</b>	N/A	
<b>Buffer Requirement:</b>	N/A	
<b>Attitude of Property Owners:</b>	<b>Nineteen (19)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received <b>no</b> calls and/or emails regarding the rezoning.	
	<b>Approval</b>	<b>0</b> Responses
	<b>Opposition</b>	<b>0</b> Responses
<b>Additional Information:</b>	N/A	
<b>Attachments:</b>	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Flood Map Traffic Report	





**Area To  
Be Rezoned**

Item #3.



0 75 150 Feet  
1 inch = 150 feet

Data Source: IT/GIS  
Author: DavidCooper

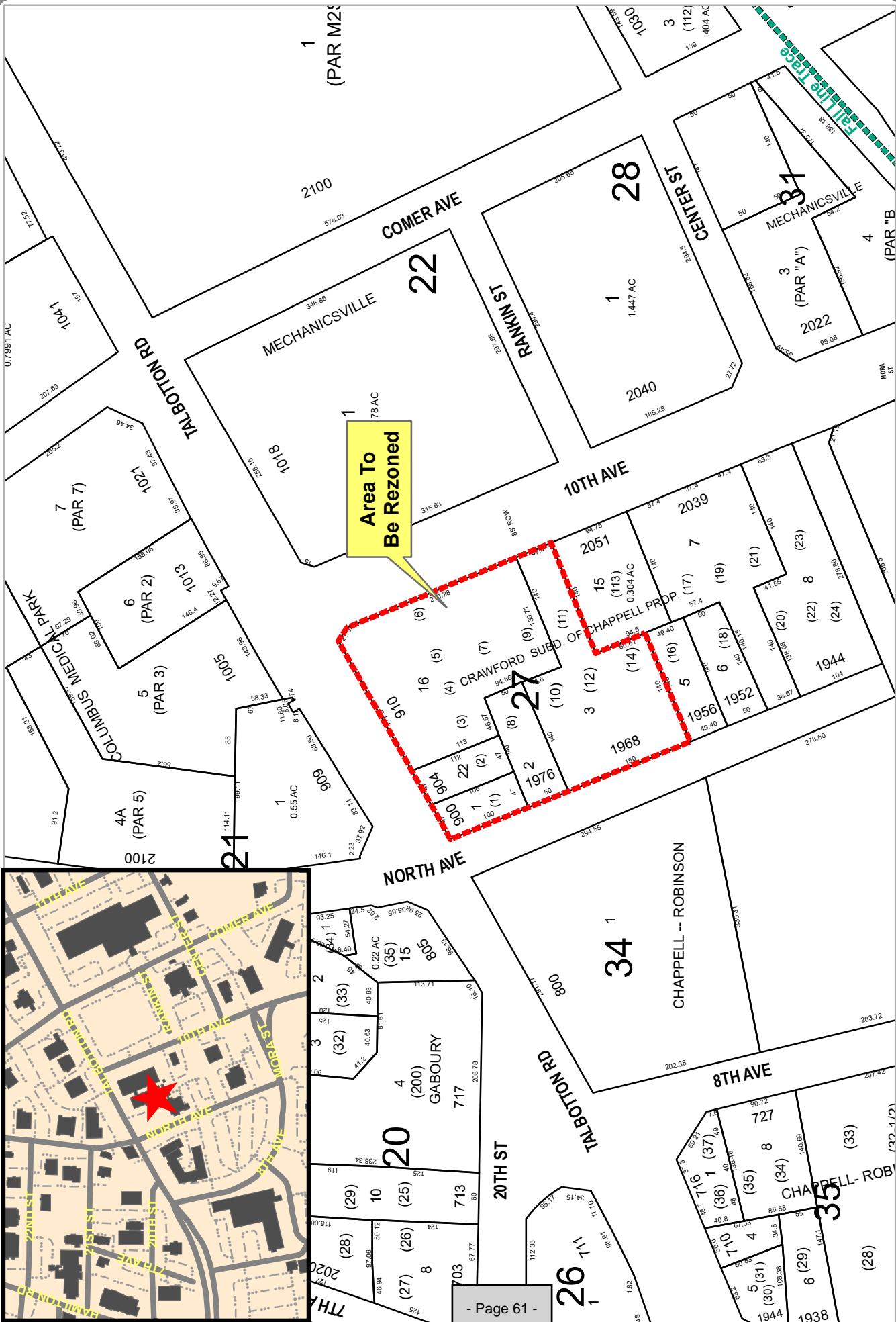
Aerial Map for REZN 04-23-0630  
Map 016 Block 027 Lots 001, 002, 003, 016 & 022  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

This material is made available as a public service.  
Maps and data are to be used for reference purposes only.  
The data contained is subject to constant change.  
Map information is believed to be correct but is not guaranteed.



Date: 4/6/2023





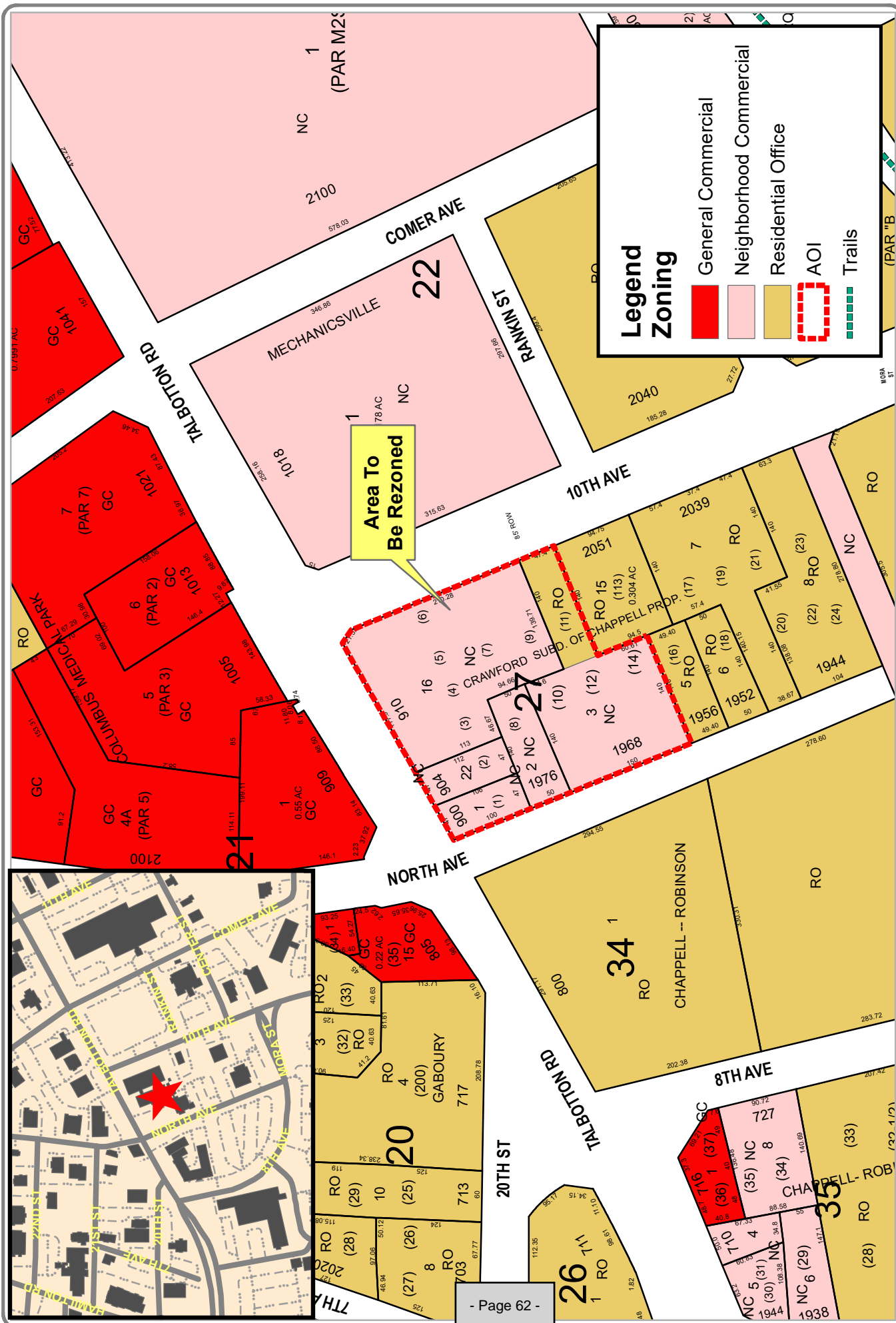
This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 4/6/2023

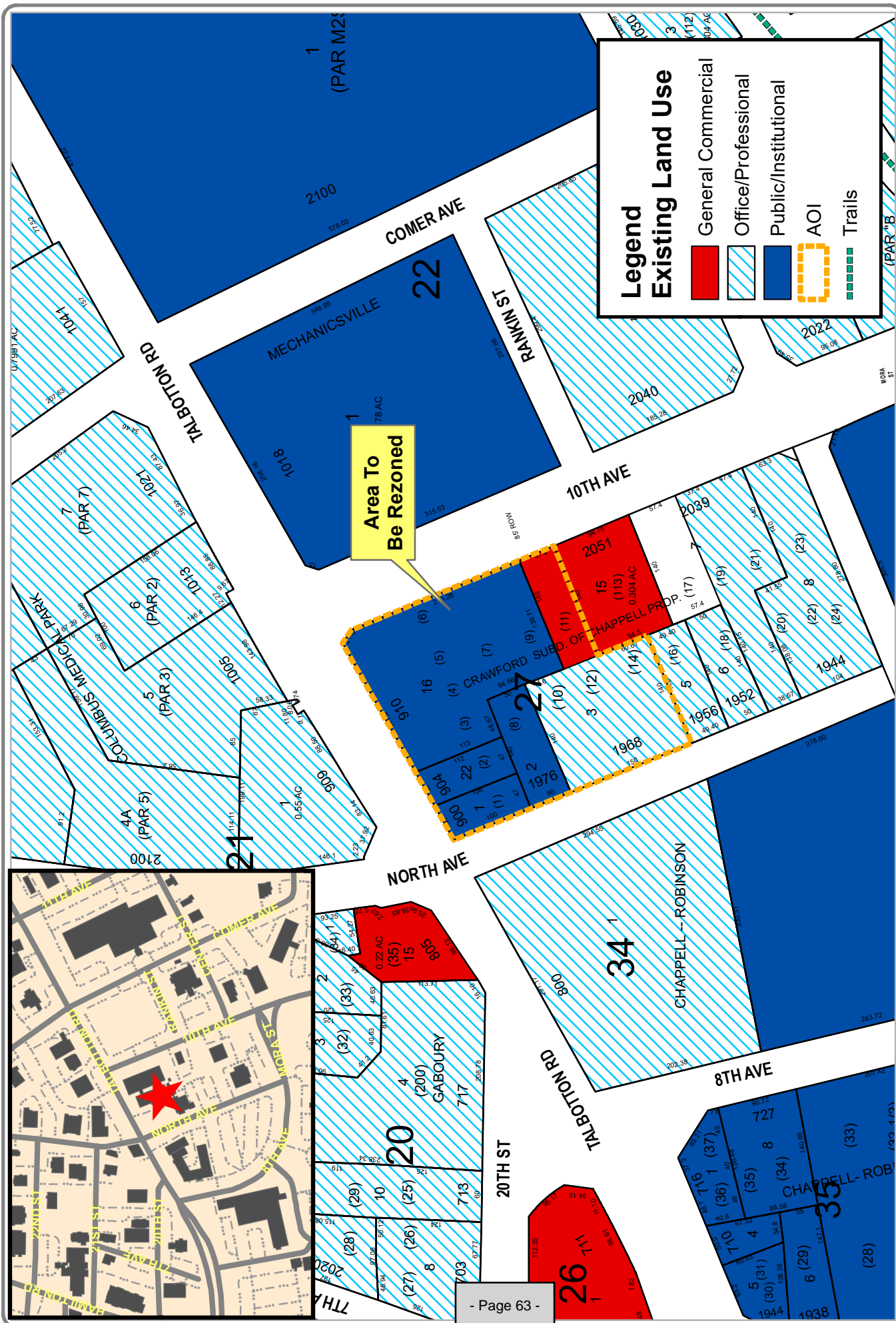
Item #3.

Location Map for REZN 04-23-0630  
Map 016 Block 027 Lots 001, 002, 003, 016 & 022  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: DavidCooper







**Legend**

**Existing Land Use**

- General Commercial
- Office/Professional
- Public/Institutional
- AOI
- Trails

Item #3.

1 inch = 150 feet

0 75 150 Feet

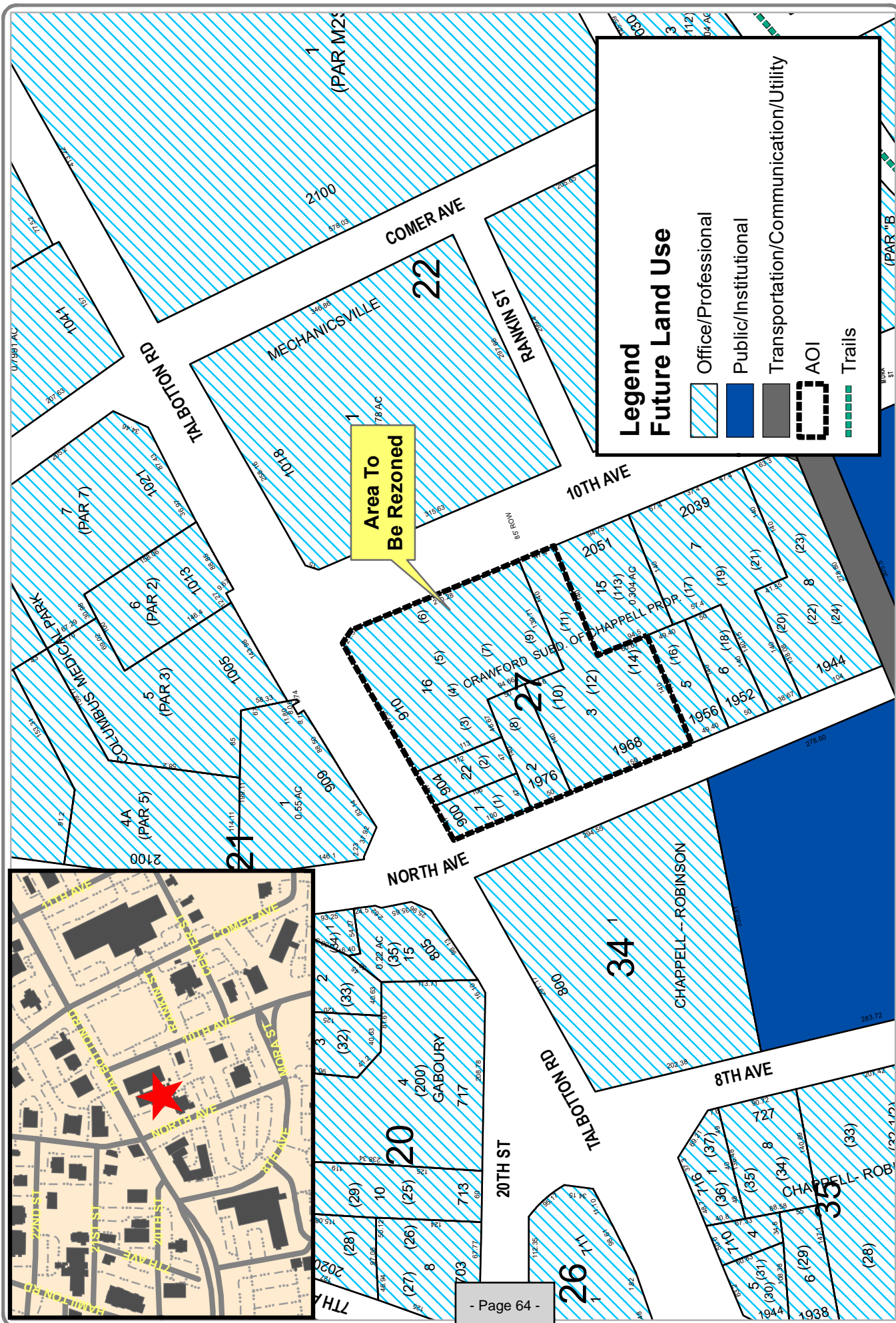
Data Source: IT/GIS

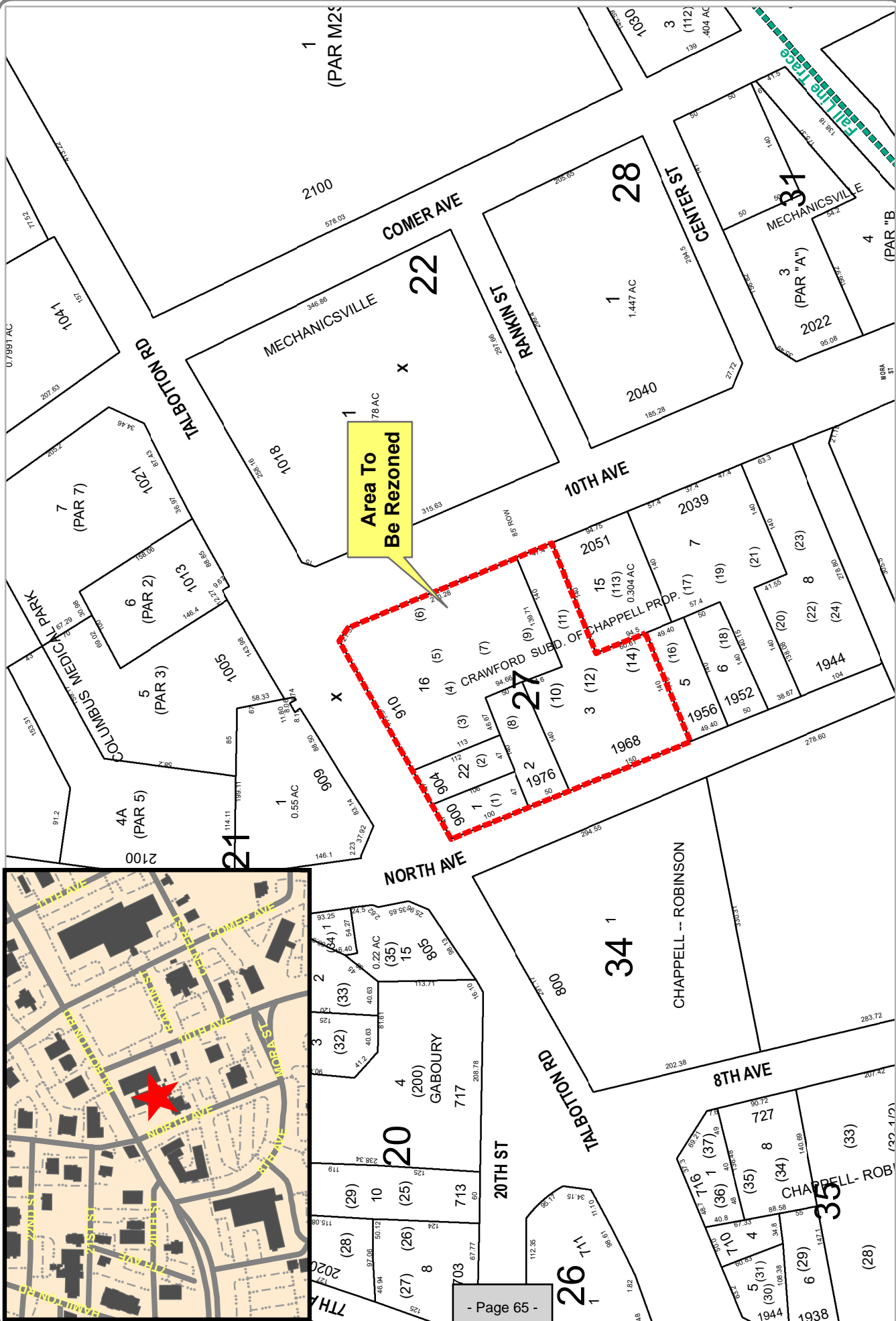
Author: DavidCooper

Existing Land Use Map for REZN 04-23-0630  
 Map 016 Block 027 Lots 001, 002, 003, 016 & 022  
 Planning Department-Planning Division  
 Prepared By Planning GIS Tech

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Date: 4/7/2023





This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 4/6/2023

Floodzone Map for REZN 04-23-0630  
Map 016 Block 027 Lots 001, 002, 003, 016 & 022  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: DavidCooper



Item #3.

ZONING CASE NO.	REZN 04-23-0630
PROJECT	910 Talbotton Road
CLIENT	RO to NC
REZONING REQUEST	

Trip Generation Land Use Code *
Existing Land Use
Proposed Land Use
Existing Trip Rate Unit
Proposed Trip Rate Unit
715 and 630
Residential-Office - (RO)
Neighborhood Commercial - (NC)
RO - Acreage converted to square footage.
NC - Acreage converted to square footage.

[illegible]

## TRAFFIC PROJECTIONS

Name of Street	Talbotton Road
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2021)	10,700
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	27
Total Projected Traffic (2021)	10,727
Projected Level of Service (LOS)**	B

## PROPOSED ZONING (NC)

Project Summary (2022)		
Name of Street	Talbotton Road	
Street Classification	Undivided Arterial w/center In	
No. of Lanes	4	
City Traffic Count (2021)	10,700	
Existing Level of Service (LOS)**	B	
Additional Traffic due to Proposed	192	
Total Projected Traffic (2021)	10,892	
Projected Level of Service (LOS)**	B	



**Know what's below.  
Call before you dig.**



**File Attachments for Item:**

**4. 1st Reading-** REZN-04-23-0714: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **6700 & 6708 Green Island Drive** (parcel # 180-006-002 / 180-006-003) from Single Family Residential 1 (SFR1) Zoning District to Single Family Residential 2 (SFR2) Zoning District.(Planning Department and PAC recommend approval.) (Councilor Davis)

## AN ORDINANCE

NO. \_\_\_\_\_

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **6700 & 6708 Green Island Drive** (parcel # 180-006-002 / 180-006-003) from Single Family Residential 1 (SFR1) Zoning District to Single Family Residential 2 (SFR2) Zoning District.

### THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

#### Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the properties described below from Single Family Residential 1 (SFR1) Zoning District to Single Family Residential 2 (SFR2) Zoning District.

“All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as **ALL OF LOT NUMBER TWO (2) and PART OF LOT NUMBERED THREE (3), SURVEY OF PART OF GERSON PROPERTY**, as said tract is shown upon a map or plat dated January 14, 1981, made by Moon, Meeks & Patrick, Inc., Civil Engineers, and recorded in **PLAT BOOK 76, FOLIO 58**, of the records in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, the tract and parcel hereby conveyed being located within the following metes and bounds:

BEGINNING at an iron pin located on the southeasterly line of Green Island Drive at a point 246.08 feet southwesterly, as measured along the southeasterly line of Green Island Drive, from an iron pin located at the south western most terminus of the curve that forms the intersection of the southeasterly line of Green Island Drive and the southerly line of Mobley Road, and from said Point of Beginning running thence south 55 degrees 00 minutes east, a distance of 150 feet to an iron pin; running thence south 35 degrees 00 minutes west, a distance of 175 feet to an iron pin; running thence north 55 degrees 00 minutes west, a distance of 150 feet to an iron pin located on the southeasterly line of Green Island Drive, and running thence north 35 degrees 00 minutes east, along the southeasterly line of Green Island Drive, a distance of 175 feet to the Point of Beginning.

This is the identical property that was acquired by foreclosure deed dated April 11, 1991, and recorded in Deed Book 3398, Folio 176, of the records in the Office of the Clerk of the Superior Court of Muscogee County, Georgia..”

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Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13<sup>th</sup> day of June 2023; introduced a second time at a regular meeting of said Council held on the 27th day of June, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

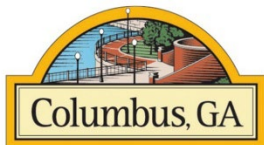
Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begley	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

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**Sandra T Davis**  
Clerk of Council

---

**B. H. "Skip" Henderson, III**  
Mayor



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

**REZN-04-23-0714**

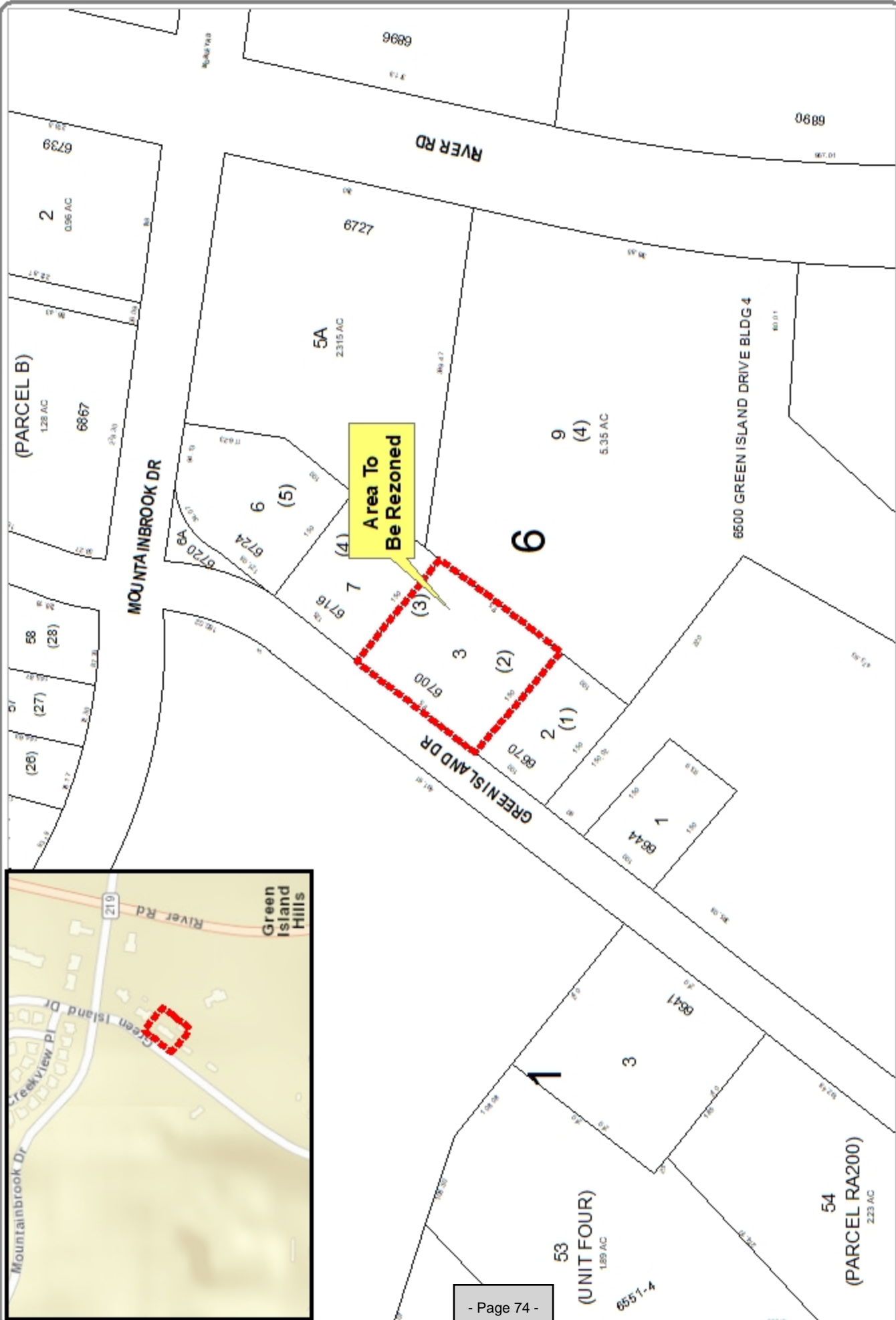
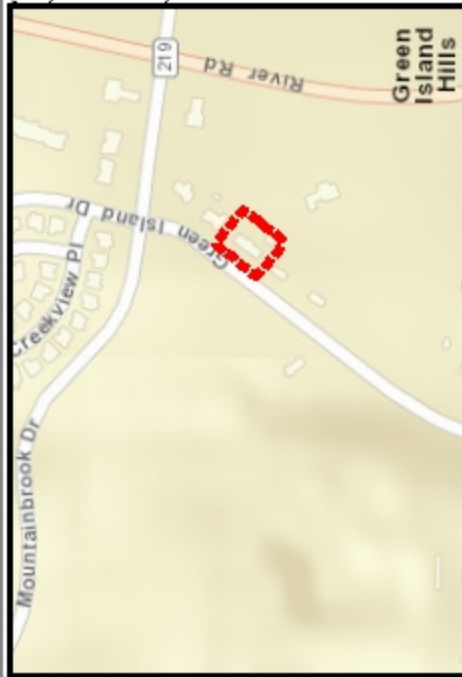
<b>Applicant:</b>	Leary & Brown, Inc
<b>Owner:</b>	Leary & Brown, Inc
<b>Location:</b>	6700/6708 Green Island Drive
<b>Parcel:</b>	180-006-002/3
<b>Acreage:</b>	0.60 Acres
<b>Current Zoning Classification:</b>	Single Family Residential - 1
<b>Proposed Zoning Classification:</b>	Single Family Residential - 2
<b>Current Use of Property:</b>	Single Family Residential
<b>Proposed Use of Property:</b>	Single Family Residential
<b>Council District:</b>	District 2 (Davis)
<b>PAC Recommendation:</b>	<b>Approval</b> based on the Staff Report and compatibility with existing land uses.
<b>Planning Department Recommendation:</b>	<b>Approval</b> based on compatibility with existing land uses.
<b>Fort Benning's Recommendation:</b>	N/A
<b>DRI Recommendation:</b>	N/A
<b>General Land Use:</b>	Inconsistent Planning Area A
<b>Current Land Use Designation:</b>	Single Family Residential

<b>Future Land Use Designation:</b>	Mixed Use
<b>Compatible with Existing Land-Uses:</b>	Yes
<b>Environmental Impacts:</b>	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
<b>City Services:</b>	Property is served by all city services.
<b>Traffic Impact:</b>	Average Annual Daily Trips (AADT) will increase to 25 trips (SFR2) up from 16 trips (SFR1) if used for residential use.
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.
<b>Surrounding Zoning:</b>	<div> <div> <b>North</b>  <b>South</b>  <b>East</b>  <b>West</b> </div> <div> Single Family Residential – 1 (SFR1)  Residential Estates – 1 (RE1)  Single Family Residential – 1 (SFR1)  Single Family Residential – 1 (SFR1) </div> </div>
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.
<b>School Impact:</b>	N/A
<b>Buffer Requirement:</b>	N/A
<b>Attitude of Property Owners:</b>	<b>Thirteen (13)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received <b>3</b> calls and/or emails regarding the rezoning.
	<div> <div> <b>Approval</b>  <b>Opposition</b> </div> <div> <b>0</b> Responses  <b>2</b> Responses </div> </div>
<b>Additional Information:</b>	N/A
<b>Attachments:</b>	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Flood Map Traffic Report









This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

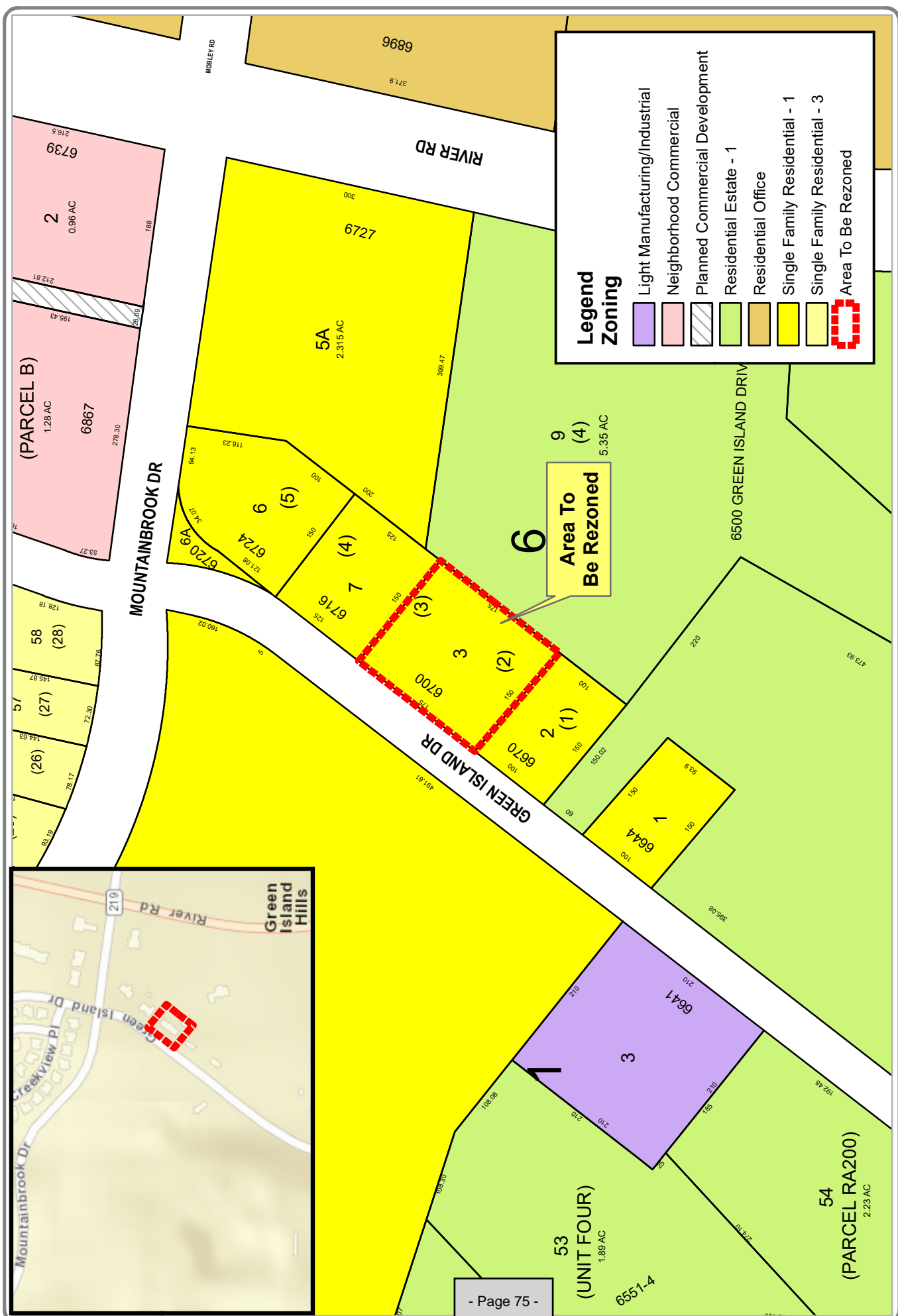
Date: 4/24/2023

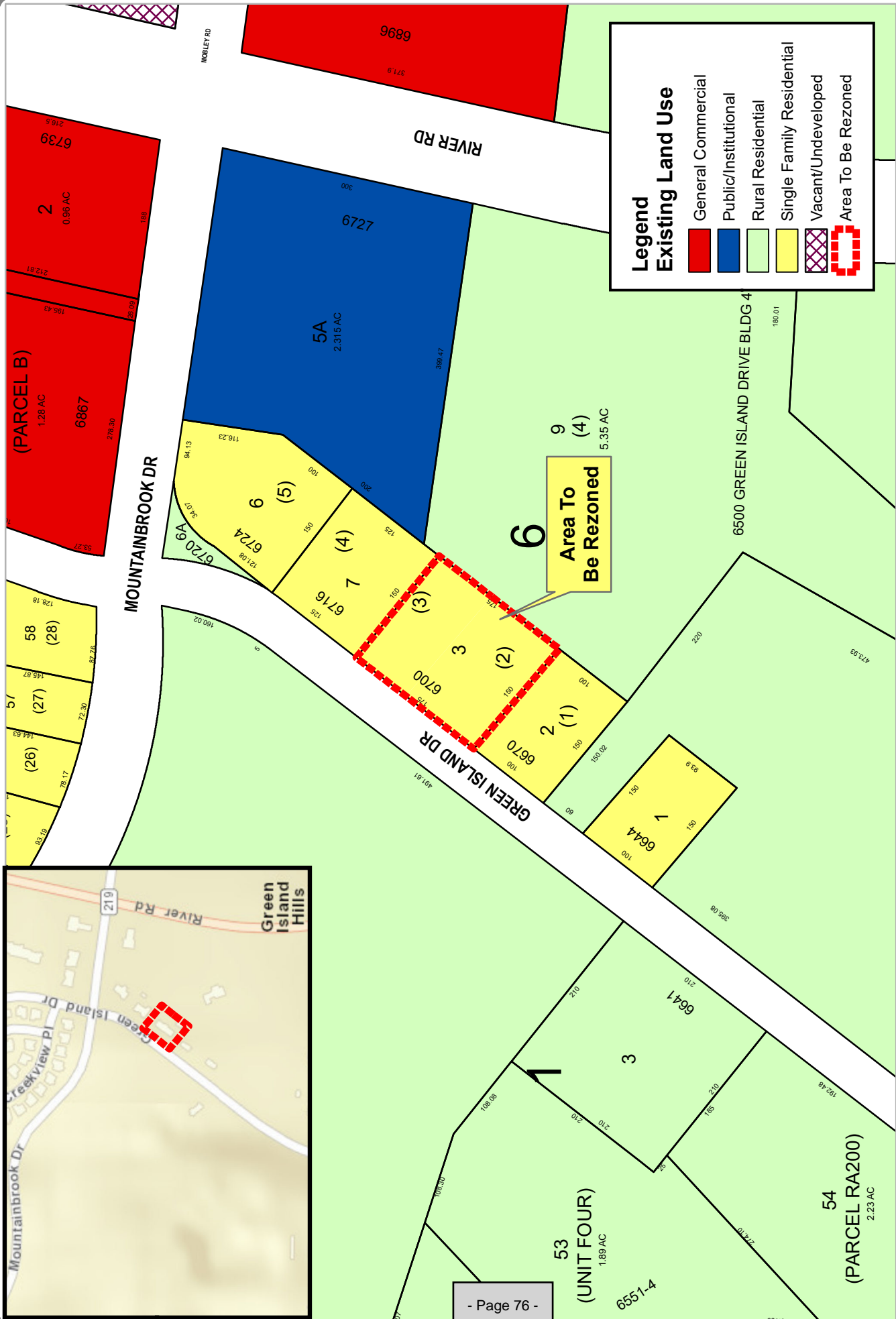
Item #4.

**Columnia Planning**

Location Map for REZN 04-23-0714  
Map 180 Block 006 Lots 002 & 003  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: David Cooper





This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

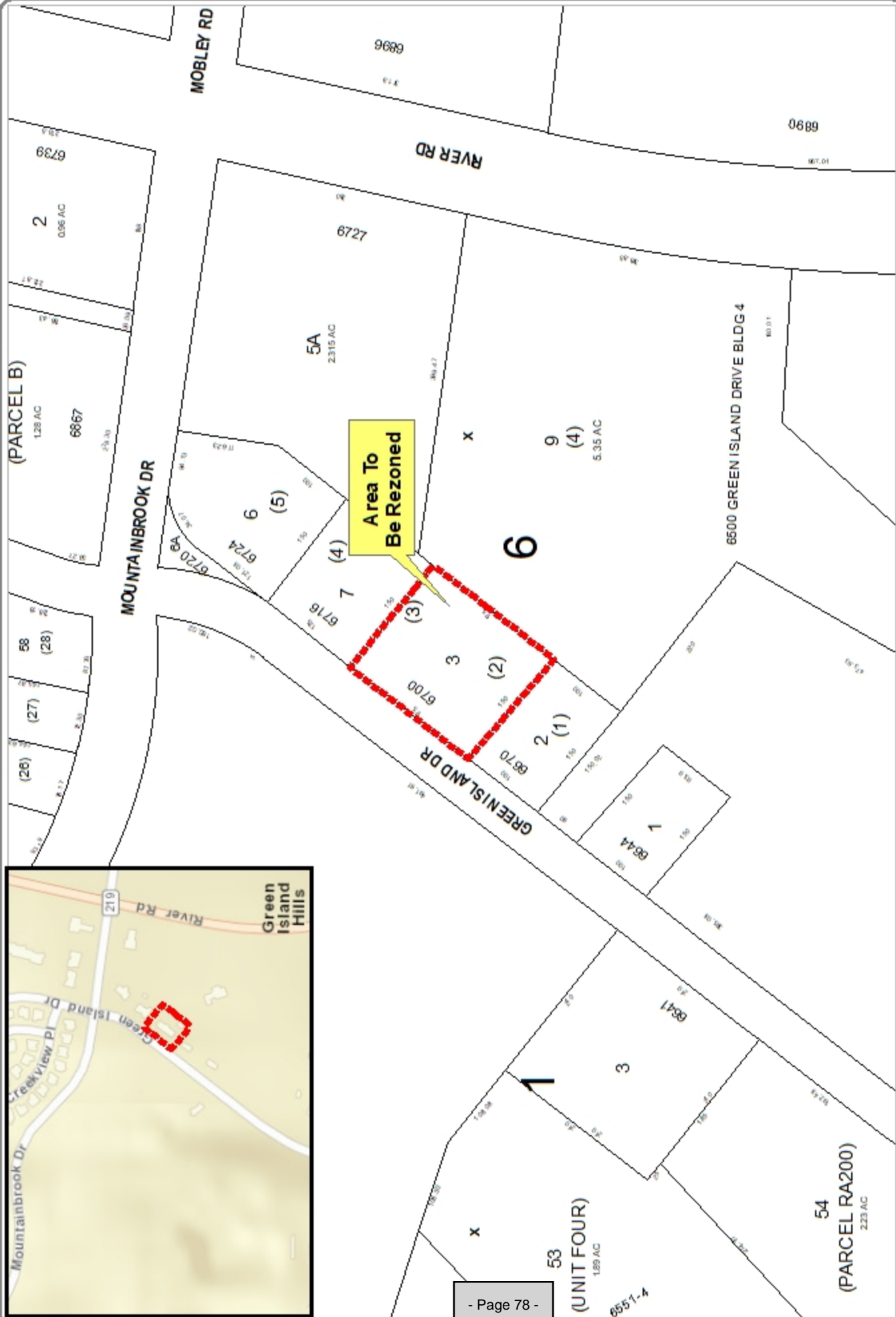
Existing Land Use Map for REZN 04-23-0714  
 Map 180 Block 006 Lots 002 & 003  
 Planning Department-Planning Division  
 Prepared By Planning GIS Tech

0 75 150 Feet  
 1 inch = 150 feet  
 Data Source: IT/GIS  
 Author: DavidCooper










This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 4/24/2023

Item #4.



1 inch = 150 feet  
Data Source: IT/GIS  
Author: David Cooper

FEMA Map for REZN 04-23-0714  
Map 180 Block 006 Lots 002 & 003  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

54  
(PARCEL RA200)  
223 AC

**ZONING CASE NO.**  
**PROJECT**  
**CLIENT**  
**REZONING REQUEST**

REZN 04-23-0714

6700 & 6708 Green Island Drive

SFR1 to SFR2

Trip Generation Land Use Code *	210
Existing Land Use	Single Family Residential 1 - (SFR1)
Proposed Land Use	Single Family Residential 2 - (SFR2)
Existing Trip Rate Unit	SFR1 - Acreage converted to square footage.
Proposed Trip Rate Unit	SFR2 - Acreage converted to square footage.

210

Single Family Residential 1 - (SFR1)

Single Family Residential 2 - (SFR2)

SFR1 - Acreage converted to square footage.

SFR2 - Acreage converted to square footage.

[illegible]

**Note:** \* Denotes calculation are based on Trip Generation, 8th Edition by Institute of Transportation Engineers

**EXISTING ZONING (SFR1)**

Name of Street	Green Island Drive
Street Classification	2-Lane Collector
No. of Lanes	2
City Traffic Count (2021)	No GDOT Counts
Existing Level of Service (LOS)**	
Additional Traffic due to Existing Zoning	16
Total Projected Traffic (2021)	
Projected Level of Service (LOS)**	

Note: \*\* Denotes Level of Service Based on National Standards for Different Facility Type (TABLE1- General Highway Capacities by Facility Type)

Name of Street	Green Island Drive
Street Classification	2-Lane Collector
No. of Lanes	2
City Traffic Count (2021)	No GDOT Counts
Existing Level of Service (LOS)**	
Additional Traffic due to Proposed	25
Total Projected Traffic (2021)	
Projected Level of Service (LOS)**	

Note: \*\* Denotes Level of Service Based on National Standards for Different Facility Type (TABLE1- General Highway Capacities by Facility Type)

CONCEPTUAL PLAN

BARBARA B. KAMENSKY  
(DEED BOOK 12553, PAGE 302)

LOT 4 & PART LOT 3  
LORETTA M. MARSHALL  
(DEED BOOK 6433, PAGE 342)

LOT 300  
0.293 AC.

LOT 200  
0.310 AC.

Jefferson W. Korte, R.L.S. - Georgia Reg. No. 2787

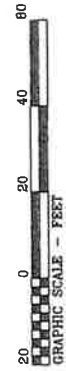
LOT 1  
RUSSELL D. & PATTI CARREKER  
(DEED BOOK 12759, PAGE 347)

MOBLEY ROAD

GREEN ISLAND DRIVE 50'

PROPOSED

LEGEND  
PINCHED TOP IRON FOUND  
REBAR & CAP SET (MAMV LSF 87)



REPLAT OF  
LOT 2 & PART OF LOT 3  
SURVEY OF PART OF  
**GERSON PROPERTY**  
LYING IN LAND LOT 95, 8th DISTRICT  
COLUMBUS, MUSCOGEE COUNTY, GEORGIA  
Scale 1" = 20'  
1 July 2020  
MOON MEKS & ASSOCIATES, INC.  
(GA. REG. NO. H206465)  
Civil Engineers - Land Surveyors  
100 Southern Way, Suite A, Columbus, Georgia 31904  
(706) 327-8306

CERTIFICATE FOR ENGINEERING APPROVAL  
STREETS AND STORM DRAINAGE DESIGN, CONSTRUCTION PLANS AND  
EXAMINATIONS MEET THE REQUIREMENTS OF THE CODES OF PRACTICE  
AND STANDARDS OF THE PROFESSION OF SURVEYING IN THE DEPARTMENT OF  
ENGINEERING OF GEORGIA.

DATE: \_\_\_\_\_  
DEPARTMENT OF ENGINEERING  
CERTIFICATE FOR FINAL PLAT APPROVAL  
ALL REQUIREMENTS OF THE COLUMBUS UNITED DEVELOPMENT CODE  
THE UNDERSIGNED ENGINEER HAS REVIEWED THE PLAT AND THE  
THE UNDERSIGNED ENGINEER HAS REVIEWED THE PLAT AND THE  
THIS PLAT FOR RECORDATION BY THE CLERK OF THE SUPERIOR  
COURT.

DATE: \_\_\_\_\_  
DIRECTOR OF PLANNING

OWNER'S CERTIFICATE

THE UNDERSIGNED CERTIFICATE THAT THEY ARE THE FEE  
SIMPLE OWNERS OF THE LAND SHOWN ON THIS PLAT, AND THAT  
THEY HAVE FULL POWER AND AUTHORITY TO CONVEY THE SAME  
AND ASSOCIATED THEREWITH MEET ALL APPLICABLE REQUIREMENTS AND  
STANDARDS OF THE COLUMBUS UNITED DEVELOPMENT CODE.

OWNER'S NAME: \_\_\_\_\_  
OWNER'S ADDRESS: \_\_\_\_\_  
DATE: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT  
AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY  
AND THAT THE SURVEYOR HAS FULL POWER AND AUTHORITY TO  
RECORD THE SAME AND ASSOCIATED THEREWITH MEET ALL APPLICABLE  
REQUIREMENTS AND STANDARDS OF THE COLUMBUS UNITED DEVELOPMENT CODE.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A  
DIRECT RESULT OF A SURVEY MADE BY THE SURVEYOR AND HIS  
ASSISTANTS IN THE FIELD AND WAS NOT OBTAINED FROM ANY  
PREVIOUS SURVEY OR RECORD.

THIS PLAT HAS BEEN CALCULATED FOR AN AREA OF 0.603 AC.  
TO BE ACCURATE WITHIN ONE FOOT IN 1000 FEET.

JEFFERSON W. KORTE  
REGISTERED GEORGIA LAND SURVEYOR NO. 2787  
COLUMBUS, GEORGIA 31904  
(706) 327-8306



As required by subsection (d) of O.C.G.A. Section  
43-1-1, the undersigned, being a duly qualified  
surveyor and approved by all applicable local  
jurisdictions for recording as evidenced by approval  
certificates, signatures, stamps, or statements  
hereon. Such approvals or affirmations should be  
made by the surveyor or his assistants and not by  
any purchaser or user of this plat as to  
intended use of any parcel. Furthermore, the  
undersigned land surveyor certifies that this plat  
complies with the minimum technical standards for  
surveying as set forth in the Georgia Board of  
Registration for Professional Engineers and Land  
Surveyors and as set forth in O.C.G.A. Section  
43-8-67.

Jefferson W. Korte, R.L.S. - Georgia Reg. No. 2787

**File Attachments for Item:**

**5. 1st Reading-** REZN CUVA: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain portions of a district known as the Conversation Use Valuation Assessment, from RE1 (Residential Estate 1) Zoning District to RE5 (Residential Estate 5) / RE10 (Residential Estate 10) Zoning District. (Planning Department and PAC recommend approval.)(Mayor Pro-Tem and Councilor Davis)

**AN ORDINANCE****NO. \_\_\_\_\_**

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain portions of a district known as the Conversation Use Valuation Assessment, from RE1 (Residential Estate 1) Zoning District to RE5 (Residential Estate 5) / RE10 (Residential Estate 10) Zoning District.

**THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS AS  
FOLLOWS:**

Section 1.

The following properties shall be rezoned to RE5:

7761 LAYFIELD RD	148 002 010	RE1	to	RE5
0 RIVER RD	159 001 004	RE1	to	RE5
1250 PRITCHETT RD	193 001 005	RE1	to	RE5
1750 OLD RIVER RD	165 002 002	RE1	to	RE5
9798 RIVER RD	175 001 005AH	RE1	to	RE5
0 COUNTY LINE RD	136 001 026H	RE1	to	RE5
5180 MIDLAND TRC	102 001 068	RE1	to	RE5
9213 COUNTY LINE RD	126 001 068	RE1	to	RE5
0 BLACKMON RD	102 001 006B	RE1	to	RE5
7800 BLACKMON RD	102 001 006	RE1	to	RE5
8032 LAYFIELD RD	153-001-002H	RE1	to	RE5

Section 2.

The following properties shall be rezoned to RE10:

0 OLD RIVER RD	162 001 004A	RE1	to	RE10
0 RIVER RD	159 001 003	RE1	to	RE10
0 RIVER RD	162 001 008	RE1	to	RE10
0 RIVER RD	163 001 003	RE1	to	RE10
0 RIVER RD	163 001 017	RE1	to	RE10
10000 FORTSON RD	077 001 001	RE1	to	RE10
10950 FORTSON RD	076 001 048	RE1	to	RE10
1501 OLD RIVER RD	174 001 024	RE1	to	RE10
2200 OLD RIVER RD	165 002 006	RE1	to	RE10
2357 OLD RIVER RD	165 001 002	RE1	to	RE10
2601 OLD RIVER RD	165 001 034	RE1	to	RE10
2901 OLD RIVER RD	164 001 004	RE1	to	RE10
2905 OLD RIVER RD	162 001 004	RE1	to	RE10
3400 OLD RIVER RD	163 001 006A	RE1	to	RE10
9101 RIVER RD	174 001 022	RE1	to	RE10
9201 RIVER RD	174 001 027	RE1	to	RE10
9505 RIVER RD	165 001 002B	RE1	to	RE10

9732 RIVER RD	165 001 031	RE1	to	RE10
0 COUNTY LINE RD	136 001 009	RE1	to	RE10
0 GARRETT RD	128 001 002	RE1	to	RE10
6413 PIERCE CHAPEL RD	108 001 001	RE1	to	RE10
7330 PSALMOND RD	122 001 024	RE1	to	RE10
7441 GARRETT RD	127 001 053	RE1	to	RE10
8000 9 MIDLAND RD	137 001 013	RE1	to	RE10
8000 MIDLAND RD	136 001 022H	RE1	to	RE10
8000 MIDLAND RD	136 001 022	RE1	to	RE10
8000 MIDLAND RD	137 001 004	RE1	to	RE10
8000 MIDLAND RD	137 001 016	RE1	to	RE10
8808 JACKSON RD	128 001 003H	RE1	to	RE10
1000 BIGGERS RD	177 002 018	RE1	to	RE10
2573 OLD RIVER RD	165 001 028H	RE1	to	RE10
3005 OLD RIVER RD	163 001 012	RE1	to	RE10
3712 OLD RIVER RD	163 001 015H	RE1	to	RE10
800 BIGGERS RD	174 001 007H	RE1	to	RE10
900 BIGGERS RD	178 001 001	RE1	to	RE10
8401 BLACKMON RD	103 001 024H	RE1	to	RE10
8032 LAYFIELD RD	153-001-002H1	RE1	to	RE10

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Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

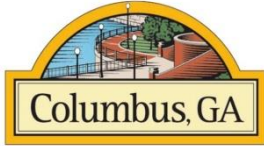
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**Sandra T Davis**  
Clerk of Council

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**B. H. "Skip" Henderson, III**  
Mayor





CONSOLIDATED GOVERNMENT  
What progress has preserved.  
PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

### REZN-Conservation Use Valuation Assessment (CUVA)\_02

**Applicant:** CCG – Planning Department

Location	Parcel	Current	Proposed:
7761 LAYFIELD RD	148 002 010	RE1 to	RE5
0 RIVER RD	159 001 004	RE1 to	RE5
1250 PRITCHETT RD	193 001 005	RE1 to	RE5
1750 OLD RIVER RD	165 002 002	RE1 to	RE5
9798 RIVER RD	175 001 005AH	RE1 to	RE5
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0 OLD RIVER RD	162 001 004A	RE1 to	RE10
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0 RIVER RD	162 001 008	RE1 to	RE10
0 RIVER RD	163 001 003	RE1 to	RE10
0 RIVER RD	163 001 017	RE1 to	RE10
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2200 OLD RIVER RD	165 002 006	RE1 to	RE10
2357 OLD RIVER RD	165 001 002	RE1 to	RE10
2601 OLD RIVER RD	165 001 034	RE1 to	RE10
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9201 RIVER RD	174 001 027	RE1 to	RE10
9505 RIVER RD	165 001 002B	RE1 to	RE10
9732 RIVER RD	165 001 031	RE1 to	RE10
0 COUNTY LINE RD	136 001 009	RE1 to	RE10
0 GARRETT RD	128 001 002	RE1 to	RE10
6413 PIERCE CHAPEL RD	108 001 001	RE1 to	RE10
7330 PSALMOND RD	122 001 024	RE1 to	RE10
7441 GARRETT RD	127 001 053	RE1 to	RE10

8000 9 MIDLAND RD	137 001 013	RE1	to	RE10
8000 MIDLAND RD	136 001 022H	RE1	to	RE10
8000 MIDLAND RD	136 001 022	RE1	to	RE10
8000 MIDLAND RD	137 001 004	RE1	to	RE10
8000 MIDLAND RD	137 001 016	RE1	to	RE10
8808 JACKSON RD	128 001 003H	RE1	to	RE10
1000 BIGGERS RD	177 002 018	RE1	to	RE10
2573 OLD RIVER RD	165 001 028H	RE1	to	RE10
3005 OLD RIVER RD	163 001 012	RE1	to	RE10
3712 OLD RIVER RD	163 001 015H	RE1	to	RE10
800 BIGGERS RD	174 001 007H	RE1	to	RE10
900 BIGGERS RD	178 001 001	RE1	to	RE10
8401 BLACKMON RD	103 001 024H	RE1	to	RE10
8032 LAYFIELD RD	153-001-002H1	RE1	to	RE5

**Acreage:** 5+ Acres

**Current Zoning Classification:** RE1 (Residential Estate 1)

**Proposed Zoning Classification:** RE5 (Residential Estate 5)  
RE10 (Residential Estate 10)

**Current Use of Property:** Land Use

**Proposed Use of Property:** Land Use

**Council District:** District 2 (Davis) / District 6 (Allen)

**PAC Recommendation:** N/A

**Planning Department Recommendation:** **Approval** based on compatibility with existing land uses.

**Fort Benning's Recommendation:** N/A

**DRI Recommendation:** N/A

**General Land Use:** Consistent  
Planning Area A / Planning Area B

**Current Land Use Designation:** Land Use

**Future Land Use Designation:** Land Use

**Compatible with Existing Land-Uses:** Yes

**Environmental Impacts:** N/A

<b>City Services:</b>	N/A
<b>Traffic Impact:</b>	N/A
<b>Traffic Engineering:</b>	N/A
<b>Surrounding Zoning:</b>	N/A
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.
<b>School Impact:</b>	N/A
<b>Buffer Requirement:</b>	N/A
<b>Attitude of Property Owners:</b>	N/A
<b>Additional Information:</b>	N/A
<b>Attachments:</b>	N/A

**File Attachments for Item:**

**6. 1st Reading and Public Hearing-** An Ordinance adopting an operating and capital improvement budget for the Fiscal Year 2024 beginning July 1, 2023 and ending June 30, 2024, for certain funds of the Consolidated Government of Columbus, Georgia, and appropriating the amounts shown in each budget; and for other purposes. (Budget Review Committee)

**ORDINANCE**  
**NO. \_\_\_\_\_**

AN ORDINANCE ADOPTING AN OPERATING AND CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR 2024 BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, FOR CERTAIN FUNDS OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA, AND APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET; AND FOR OTHER PURPOSES.

---

**THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS, AS FOLLOWS:**

**SECTION 1.**

The annual Operating and Capital Improvement Budget for FY24 proposed in the total amount of \$332,818,834 is approved and adopted in accordance with the Columbus Charter, Section 7-402 and outlined in Sections 2 through 15 of this ordinance.

**SECTION 2.**

The General Fund Budget proposed in the amount of \$182,360,395 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for general fund purposes.

**SECTION 3.**

The Local Option Sales Tax Fund Budget proposed in the amount of \$45,222,979 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia for public safety and infrastructure purposes.

**SECTION 4.**

The Stormwater (Sewer) Fund Budget proposed in the amount of \$6,991,007 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for stormwater fund services.

**SECTION 5.**

The Paving Fund Budget proposed in the amount of \$17,614,761 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for street and roadway improvement purposes.

**SECTION 6.**

The Indigent Care Fund Budget proposed in the amount of \$12,091,432 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for the annual appropriation to be disbursed to various providers for indigent and inmate medical care.



## SECTION 7.

The Integrated Waste Management Fund Budget proposed in the amount of \$15,645,647 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide solid waste management services.

## SECTION 8.

The Emergency Telephone Fund Budget proposed in the amount of \$4,343,689 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the operation of the E911 Center.

## SECTION 9.

The Civic Center Fund Budget proposed in the amount of \$5,336,074 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the operation of the Civic Center.

## SECTION 10.

The Debt Service Fund Budget proposed in the amount of \$15,889,027 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for Debt Service purposes.

## SECTION 11.

The Transportation Fund Budget proposed in the amount of \$18,451,236 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for the provision of public transportation.

## SECTION 12.

The Bull Creek Budget proposed in the amount of \$1,915,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the operation of Bull Creek Golf Course.

## SECTION 13.

The Oxbow Creek Budget proposed in the amount of \$595,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the operation of Oxbow Creek Golf Course.

## SECTION 14.

The Columbus Iron Works Convention and Trade Center Budget proposed in the amount of \$3,935,301 for the Consolidated Government of Columbus, Georgia covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for the operation of the Columbus Iron Works Convention and Trade Center.

#### SECTION 15.

The Economic Development Authority Budget proposed in the amount of \$2,418,286 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for the provision of Economic Development activities.

#### SECTION 16.

The Health and Life Insurance Budget proposed in the amount of \$25,108,531 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the administration of health and life insurance.

#### SECTION 17.

The Risk Management Budget proposed in the amount of \$6,231,702 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the operation of risk management activities.

#### SECTION 18.

The Workforce Innovation and Opportunity Act (WIOA), formerly the Job Training Partnership Act (JTPA), Budget proposed in the amount of \$4,206,916 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the administration of Workforce Innovation and Opportunity Act (WIOA) activities.

#### SECTION 19.

The Community Development Block Grant (CDBG) Budget proposed in the amount of \$1,777,400 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide for the administration of Community Development Block Grant (CDBG) activities.

#### SECTION 20.

Within the overall budget limitations, authority is hereby delegated to the City Manager, or the Finance Director when acting on the authority delegated by the City Manager, to effect such transfers of appropriation within a department and revenue anticipation within a fund as may be deemed necessary to the effective performance and delivery of services approved herein. Under no circumstances, however, may the total budget of any department or fund, except WIOA and CDBG, contained in this Ordinance be increased or decreased without Council approval. Authority is extended to the City Manager, or the Finance Director on the authority

delegated by the City Manager, to conduct any carryovers necessary for the continued operation of WIO, CDBG.

Item #6.

#### SECTION 21.

The Cost Allocation Plan for FY24, which has been filed with the Clerk of Council, is hereby approved for use during the 2024 fiscal year in a total amount of \$3,141,907.

<b>Fund Being Charged</b>	<b>FY24 Charges</b>
LOST Fund (Public Safety)	\$510,499
LOST Fund (Infrastructure)	7,973
Stormwater (Sewer) Fund	204,426
Paving Fund	681,338
Integrated Waste Management	800,413
Emergency Telephone	151,832
CDBG Fund	58,432
HOME Program Fund	7,031
Multi-Government Fund: Family Drug Court SAMHSA	14,237
Civic Center Fund	190,729
WIOA Fund	116,606
Transportation Fund	241,658
Trade Center Fund	109,317
Bull Creek Golf Course	35,115
Oxbow Creek Golf Course	12,302
<b>Total Charges</b>	<b>\$3,141,907</b>

#### SECTION 22.

The City Manager or the Finance Director on the authority delegated by the City Manager is authorized to make adjustments of cost allocation charges as may be deemed appropriate.

#### SECTION 23.

The period of emergency or war continued in Resolution No. 392-03 is hereby extended from July 1, 2023 to June 30, 2024.

## SECTION 24.

Item #6.

The following position changes are hereby adopted as part of the FY24 Budget and are as follows:

## NEW/RESTORED POSITIONS:

General Fund – Internal Auditor	(1) Forensic Auditor (G126) (effective January 1, 2024)
General Fund – Parks and Recreation	(1) Parks Maintenance Worker I (G114)
General Fund – Parks and Recreation	(2) PT Parks Maintenance Worker I (G114)
General Fund – Police	(2) Administrative Technician (G115)
General Fund – Police*	(1) Audio Visual Technician (G113)
General Fund – Police	(2) Crime Analyst (G120)
General Fund – Police	(1) Computer Forensic Analyst (G120)
General Fund – Police*	(4) Real Time Crime Center Technician (G118)
General Fund – Police*	(3) Crime Scene Investigator (G118)
General Fund – District Attorney	(2) Investigator I (G120)
General Fund – District Attorney	(2) Legal Administrative Clerk (G115)
General Fund – Clerk of Superior Court	(2) Deputy Clerk II (G115)
General Fund – Public Defender	(1) Investigator I (G120)
General Fund – Public Defender	(1) Legal Administrative Clerk (G115)
General Fund – Tax Commissioner	(1) Financial Analyst (G123-3)
General Fund – Tax Commissioner	(1) Tax Specialist (G120)
General Fund – Recorder's Court	(1) Assistant Chief Deputy Clerk (G122)
General Fund – Recorder's Court	(1) Finance Manager (G121)
General Fund – Recorder's Court	(2) Deputy Clerk II (G115)
Transportation Fund – METRA	(4) Bus Operator (No-CDL) (G116)
Trade Center Fund – Operations	(1) Events Attendant Crew Leader (G115)
Trade Center Fund – Operations	(1) Events Attendant I (G112)

Trade Center Fund – Operations	(4) Custodian (G111)
Bull Creek Fund – Bull Creek	(1) Marketing Manager (G108G)
Civic Center Fund – Civic Center	(1) Events/Cultural Affairs Coordinator (G119)

# RECLASSIFIED POSITIONS:

General Fund – Inspections and Codes	(1) Electrical Inspector Coordinator (G122) to (1) Electrical Inspector III (G122) (Title Change Only)
General Fund – Inspections and Codes	(1) Plumbing/Mechanical Coordinator (G122) to (1) Plumbing/Mechanical Inspector I (G120)
General Fund – Inspections and Code	(1) Building Inspector Coordinator (G122) to (1) Building Inspector III (G122) (Title Change Only)
General Fund – Clerk of Council	(1) PT Support Clerk (G111) to (1) FT Support Clerk (G111)
General Fund – Public Defender	(1) Legal Administrative Clerk (G115) to (1) Administrative Coordinator (G117)
General Fund – Sheriff	(1) Deputy Sheriff (PS1) to (1) Accounting Technician (G115)
General Fund – Sheriff	(5) Deputy Sheriff (PS1) to (5) Correctional Officer (C1)
General Fund – Sheriff	(5) Deputy Sheriff (PS1) to (5) Investigator (PS2)
General Fund – Sheriff	(1) Deputy Sheriff Field Training Officer (PS2-6) to (1) Sergeant (PS3)
General Fund – Sheriff	(1) Director of Community Affairs (G130-3) to (1) Director of Community Affairs (PS7)
Transportation Fund – METRA*	(1) Transit Security Specialist (G113) to (1) Transit Security Specialist (G116)
Bull Creek Fund – Bull Creek	(1) PT Grill Server (G102T) to (1) Grill Server Manager (G105G)
Civic Center Fund – Civic Center	(1) Events Services Manager (G124) to



(1) Civic Center/Cultural Affairs Assistant  
Director (G131)

Item #6.

DELETED POSITIONS:

General Fund – Police	(17) Police Cadets (G113)
General Fund – Sheriff	(1) PT Administrative Support Specialist II (G113)
Trade Center Fund – Trade Center	(2) PT Events Attendant I
Civic Center Fund – Civic Center	(1) Food & Beverage Coordinator (G119)

TRANSFERS:

To: OLOST Fund	(14) Firefighters (F1), FY24 ONLY
From: General Fund	(40) Police Officers (PS1), FY24 ONLY
Continuation from FY14 – FY23	(9) Deputy Sheriffs (PS1), FY24 ONLY

\* Position Classification & Grade is Contingent Upon Evergreen Review and Approval.

SECTION 25.

The Columbus Consolidated Government Pay Plan for Salary and Wages is hereby adopted as part of the FY24 Budget and is incorporated herein by Attachment A. Effective July 1, 2023, a one (1) step (which is equivalent to 1%) Cost of Living Adjustment for all classified full-time positions is hereby adopted. Effective July 1, 2023, retirees will receive a 0.5% Cost of Living Adjustment.

Effective July 1, 2023, the hourly pay rate for Non-Sworn Reserve Bailiffs will increase from \$15.00 to \$20.00 per hour as part of the FY24 Budget.

Effective July 1, 2023, the annual supplement provided to the Circuit Court Administrator for Superior Court is hereby increased from \$10,000 to \$20,000 to be distributed in equal payments over 26 bi-weekly pay periods.

SECTION 26.

Other 2009 Local Option Sales Tax Pay Supplement of \$3,121 for all sworn personnel in all Public Safety departments, Public Works, Parks & Recreation, and METRA departments effective July 1, 2009, distributed in equal payments over 26 bi-weekly pay periods, will remain in effect for FY2024. This supplement excludes elected officials.

SECTION 27.

The Columbus Police Department's Additional Other Local Option Sales Tax Supplement adopted by Columbus Ordinance 21-032 shall be continued for FY2024 for the Columbus Police Department. All

sworn personnel within the Police Department will receive an additional \$2,000 annual Other Local Op Sales Tax Fund pay supplement distributed in equal payments over 26 bi-weekly pay periods.

#### SECTION 28.

Twenty-Four (24) Police Officer positions shall remain unfunded, until expressly approved by Council, in order to fund the implementation and continued costs associated with public safety pay adjustments and longevity increases prior to the adoption of Pay Plan Ordinance No. 22-045 which was subsequently amended by Ordinance No. 23-001.

Twenty-Eight (28) Police Officer positions shall remain unfunded, until expressly approved by Council, in order to fund the implementation and continued costs associated with public safety pay plan “above and beyond” pay adjustments and longevity increases post adoption of Pay Plan Ordinance No. 22-045 which was subsequently amended by Ordinance No. 23-001.

Eight (8) Deputy Sheriff positions shall remain unfunded, until expressly approved by Council, in order to fund the implementation and continued costs associated with public safety pay plan “above and beyond” pay adjustments and longevity increases post adoption of Pay Plan Ordinance No. 22-045 which was subsequently amended by Ordinance No. 23-001.

#### SECTION 29.

Section 25 of Ordinance No. 19-027 provided a 2.5% pay increase to 54 Sheriff Office positions which included 34 Sergeants, 4 Captains, and 16 Lieutenants. Two (2) Correctional Officer positions shall remain unfunded, until expressly approved by Council, in order to fund the continued cost of the increased pay adjustments for the aforementioned positions.

#### SECTION 30.

The Pay Plan adopted by Columbus Ordinance No. 06-40 first amended by Ordinance No. 06-87 then subsequently amended by Ordinance No. 07-21, Ordinance No. 07-30, and Ordinance No. 17-24 defined a paramedic certification pay supplement for EMS-Lieutenant, Firefighter-Medic, and Paramedic classifications while assigned and actively working as providers of emergency medical services, as verified by the Chief of the Department of Fire and Emergency Medical Services. Said annual supplement of \$6,000 shall be continued in FY2024 for all authorized personnel.

#### SECTION 31.

Columbus Ordinance No. 17-24, Section 25 authorized the Fire and EMS Department to reclassify and restrict Thirty-Six (36) Fire Medic (PS14) positions to Fire Medic (PS15) positions. Notwithstanding Section 25 of Ordinance No. 17-24, the authorization contained in Ordinance No. 19-044 thereby amended Ordinance No. 17-24 by removing the restriction of 36 positions and provided for the Fire and EMS Department to administratively restrict the number of Fire Medic (PS15) positions to 50. Said administrative reclassifications shall be continued in FY2024 for all authorized personnel.

## SECTION 32.

Item #6.

The Fire/EMS Department's Specialty Certification Pay Plan adopted by Columbus Ordinance No. 21-032 shall be continued in FY2024 for the Fire/EMS Department.

## SECTION 33.

Effective January 2023, Parks and Recreation part time staff pay rate was increased thus adjusting the hourly pay rate as follows:

<b>Part Time Position Title</b>	<b>Prior Starting Wage Per Hour</b>	<b>New Starting Wage Per Hour</b>
Recreation Leader	\$9.57	\$12.50
Community School Activity Leader	\$9.57	\$12.50
Community School Site Supervisor	\$10.57	\$13.50
Athletic Chief	\$9.25	\$13.50
Athletic Official	\$7.25	\$12.50
Aquatics Laborer	\$7.25	\$12.00
Pottery Specialist	\$9.76	\$14.00
Therapeutic Recreation Aid	\$11.10	\$14.00
Water Safety Instructor	\$10.00	\$15.00
Lifeguard Instructor – LG Certify	\$10.00	\$16.50
Concessionaires	\$9.50	\$12.00

All positions that are un-funded as of or before FY2019 are hereby deleted as part of the FY2024 budget. All positions that remain un-funded for five (5) consecutive fiscal years will be deleted after the fifth year unless a funding source is expressly identified. Effective July 1, 2023, the following un-funded position(s) will be removed as authorized positions from the following departments/offices:

<b>Fund</b>	<b>Position Title</b>	<b>Position Number</b>
GENERAL FUND		
Parks & Recreation	(1) Gatekeeper - PT	POS# 27021000405

## SECTION 34.

**Health Plan Premiums – Effective January 1, 2024**

<b>Silver Plan (Active Employees)</b>	<b>2024 Bi-Weekly Wellness</b>	<b>2024 Bi-Weekly Non-Wellness</b>	<b>Gold Plan (Active Employees)</b>	<b>2024 Bi-Weekly Wellness</b>	<b>2024 Bi-Weekly Non-Wellness</b>
Single	\$73.03	\$89.40	Single	\$104.65	\$128.11
Employee + Spouse	\$137.29	\$168.07	Employee + Spouse	\$196.74	\$240.84
Employee + Child(ren)	\$127.82	\$156.46	Employee + Child(ren)	\$183.16	\$224.20
Family	\$202.31	\$247.66	Family	\$289.90	\$354.86

<b>Silver Plan (Pre-65 Retirees)</b>	<b>2024 Monthly Cost Wellness</b>	<b>Gold Plan (Pre-65 Retirees)</b>	<b>2024 Monthly Cost Wellness</b>
Single	\$263.72	Single	\$332.23
Retiree + Spouse	\$869.08	Retiree + Spouse	\$1,016.24
Retiree + Child(ren)	\$779.85	Retiree + Child(ren)	\$915.38
Family	\$1,481.54	Family	\$1,708.19

For the plan year beginning January 1, 2024, any “working spouse” shall remain eligible for coverage in the Columbus Consolidated Government (CCG) **Employee/Retiree Self-Funded Medical Benefit Plan** conditioned upon payment of a monthly surcharge of \$356.98. “Working spouse” shall mean spouses of employees and non-Medicare retirees who have access to health care coverage provided by their employer. For the plan year beginning January 1, 2024, a tobacco surcharge shall remain in effect for all employees and Pre-65 retirees who are tobacco users at the rate of \$75 per month or \$34.62 bi-weekly. For the plan year beginning January 1, 2024, the Pre-65 retiree healthcare cost sharing strategy shall remain in effect as 50% (CCG) and 50% (Retiree) for Pre-65 retirees with 0% CCG contribution for dependent coverage. For the plan year beginning January 1, 2024, the active employee healthcare cost sharing strategy shall remain in effect as 73% (CCG) and 27% (Employee) for active employees and dependents.

#### SECTION 35.

All requests for funding from the Columbus Consolidated Government for new facilities and systems will be supported by a tentative operating and business plan for such facility or system which shall be presented to, reviewed by and approved by Columbus Council before such project is approved for funding in this budget.

#### SECTION 36.

All requests for funding by agencies, boards, authorities, departments, or elected offices receiving grants or operating appropriations from the Columbus Consolidated Government must be made to Columbus Council during the annual budget process unless such request is pursuant to Ordinance No. 13-39. Nothing herein shall prevent the Mayor, City Manager or Finance Director from recommending mid-year budget amendments to the Council. In emergency situations, the Mayor, City Manager or Finance Director may also recommend to Council additional funding outside the budget process for various departments, agencies, boards, authorities or other entities associated with the city.

#### SECTION 37.

Salary savings is the amount of salary expense saved when a position is vacant or filled at a lower salary level than the budgeted level. All salary savings achieved in FY2024 by any Department or Elected Office, of the Columbus, Georgia Consolidated Government or any Board, Commission and/or Authority created by the Columbus Council shall only be used to replenish fund balance reserves. Use of salary savings is hereby restricted for any other purpose unless expressly approved by Council.

#### SECTION 38.

The minimum budget requirements set forth in O.C.G.A. Title 36, Chapter 81, are hereby adopted.

## SECTION 39.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting held on the 20<sup>th</sup> day of June, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begly voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

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Sandra T. Davis, Clerk of Council

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B.H. "Skip" Henderson, III, Mayor



**ATTACHMENT “A”**

**COLUMBUS CONSOLIDATED GOVERNMENT**  
**PAY PLAN**

**FOR FY2024**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
111	\$ 31,200.00	\$ 31,512.00	\$ 31,827.12	\$ 32,145.39	\$ 32,466.85	\$ 32,791.51	\$ 33,119.43	\$ 33,450.62	\$ 33,785.13	\$ 34,122.98	\$ 34,464.21	\$ 34,808.85	\$ 35,156.94	\$ 35,508.51	\$ 35,863.60	\$ 36,222.23	\$ 36,584.45	\$ 36,950.30	\$ 37,319.80	\$ 37,693.00	\$ 38,069.93	\$ 38,450.63	\$ 38,835.13
112	\$ 32,136.00	\$ 32,457.36	\$ 32,781.93	\$ 33,109.75	\$ 33,440.85	\$ 33,775.26	\$ 34,113.01	\$ 34,454.14	\$ 34,798.68	\$ 35,146.67	\$ 35,498.14	\$ 35,853.12	\$ 36,211.65	\$ 36,573.77	\$ 36,939.50	\$ 37,308.90	\$ 37,681.99	\$ 38,058.81	\$ 38,439.40	\$ 38,823.79	\$ 39,212.03	\$ 39,604.15	\$ 40,000.19
113	\$ 33,100.08	\$ 33,431.08	\$ 33,765.39	\$ 34,103.05	\$ 34,444.08	\$ 34,788.52	\$ 35,136.40	\$ 35,487.77	\$ 35,842.64	\$ 36,201.07	\$ 36,563.08	\$ 36,928.71	\$ 37,298.00	\$ 37,670.98	\$ 38,047.69	\$ 38,428.17	\$ 38,812.45	\$ 39,200.57	\$ 39,592.58	\$ 39,988.50	\$ 40,388.39	\$ 40,792.27	\$ 41,200.19
114	\$ 34,093.08	\$ 34,434.01	\$ 34,778.35	\$ 35,126.14	\$ 35,477.40	\$ 35,832.17	\$ 36,190.49	\$ 36,552.40	\$ 36,917.92	\$ 37,287.10	\$ 37,659.97	\$ 38,036.57	\$ 38,416.94	\$ 38,801.11	\$ 39,189.12	\$ 39,581.01	\$ 39,976.82	\$ 40,376.59	\$ 40,780.35	\$ 41,188.16	\$ 41,600.04	\$ 42,016.04	\$ 42,436.20
115	\$ 35,115.87	\$ 35,467.03	\$ 35,821.70	\$ 36,179.92	\$ 36,541.72	\$ 36,907.14	\$ 37,276.21	\$ 37,648.97	\$ 38,025.46	\$ 38,405.72	\$ 38,789.77	\$ 39,177.67	\$ 39,569.45	\$ 39,965.14	\$ 40,364.79	\$ 40,768.44	\$ 41,176.12	\$ 41,587.89	\$ 42,003.77	\$ 42,423.80	\$ 42,848.04	\$ 43,276.52	\$ 43,709.29
116	\$ 36,520.51	\$ 36,885.71	\$ 37,254.57	\$ 37,627.12	\$ 38,003.39	\$ 38,383.42	\$ 38,767.26	\$ 39,154.93	\$ 39,546.48	\$ 39,941.94	\$ 40,341.36	\$ 40,744.78	\$ 41,152.22	\$ 41,563.75	\$ 41,979.38	\$ 42,399.18	\$ 42,823.17	\$ 43,251.40	\$ 43,683.92	\$ 44,120.75	\$ 44,561.96	\$ 45,007.58	\$ 45,457.66
117	\$ 37,981.33	\$ 38,361.14	\$ 38,744.75	\$ 39,132.20	\$ 39,523.52	\$ 39,918.76	\$ 40,317.95	\$ 40,721.13	\$ 41,128.34	\$ 41,539.62	\$ 41,955.02	\$ 42,374.57	\$ 42,798.31	\$ 43,226.30	\$ 43,658.56	\$ 44,095.15	\$ 44,536.10	\$ 44,981.46	\$ 45,431.27	\$ 45,885.59	\$ 46,344.44	\$ 46,807.89	\$ 47,275.96
118	\$ 39,500.58	\$ 39,895.59	\$ 40,294.55	\$ 40,697.49	\$ 41,104.47	\$ 41,515.51	\$ 41,930.67	\$ 42,349.97	\$ 42,773.47	\$ 43,201.21	\$ 43,633.22	\$ 44,069.55	\$ 44,510.25	\$ 44,955.35	\$ 45,404.90	\$ 45,858.95	\$ 46,317.54	\$ 46,780.72	\$ 47,248.52	\$ 47,721.01	\$ 48,198.22	\$ 48,680.20	\$ 49,167.00
119	\$ 41,080.61	\$ 41,491.41	\$ 41,906.33	\$ 42,325.39	\$ 42,748.64	\$ 43,176.13	\$ 43,607.89	\$ 44,043.97	\$ 44,484.41	\$ 44,929.25	\$ 45,378.55	\$ 45,832.33	\$ 46,290.66	\$ 46,753.56	\$ 47,221.10	\$ 47,693.31	\$ 48,170.24	\$ 48,651.94	\$ 49,138.46	\$ 49,629.85	\$ 50,126.15	\$ 50,627.41	\$ 51,133.68
120	\$ 42,723.83	\$ 43,151.07	\$ 43,582.58	\$ 44,018.41	\$ 44,458.59	\$ 44,903.18	\$ 45,352.21	\$ 45,805.73	\$ 46,263.79	\$ 46,726.42	\$ 47,193.69	\$ 47,665.63	\$ 48,142.28	\$ 48,623.71	\$ 49,109.94	\$ 49,601.04	\$ 50,097.05	\$ 50,598.02	\$ 51,104.00	\$ 51,615.04	\$ 52,131.19	\$ 52,652.51	\$ 53,179.03
121	\$ 44,860.02	\$ 45,308.62	\$ 45,761.71	\$ 46,219.33	\$ 46,681.52	\$ 47,148.33	\$ 47,619.82	\$ 48,096.02	\$ 48,576.98	\$ 49,062.75	\$ 49,553.37	\$ 50,048.91	\$ 50,549.40	\$ 51,054.89	\$ 51,565.44	\$ 52,081.09	\$ 52,601.90	\$ 53,127.92	\$ 53,659.20	\$ 54,195.79	\$ 54,737.75	\$ 55,285.13	\$ 55,837.98
122	\$ 47,103.02	\$ 47,574.05	\$ 48,049.79	\$ 48,530.29	\$ 49,015.60	\$ 49,505.75	\$ 50,000.81	\$ 50,500.82	\$ 51,005.83	\$ 51,515.88	\$ 52,031.04	\$ 52,551.35	\$ 53,076.87	\$ 53,607.63	\$ 54,143.71	\$ 54,685.15	\$ 55,232.00	\$ 55,784.32	\$ 56,342.16	\$ 56,905.58	\$ 57,474.64	\$ 58,049.39	\$ 58,629.88
123	\$ 49,458.17	\$ 49,952.76	\$ 50,452.28	\$ 50,956.81	\$ 51,466.38	\$ 51,981.04	\$ 52,500.85	\$ 53,025.86	\$ 53,556.12	\$ 54,091.68	\$ 54,632.59	\$ 55,178.92	\$ 55,730.71	\$ 56,288.02	\$ 56,850.90	\$ 57,419.41	\$ 57,993.60	\$ 58,573.54	\$ 59,159.27	\$ 59,750.86	\$ 60,348.37	\$ 60,951.86	\$ 61,561.37
124	\$ 52,425.67	\$ 52,949.92	\$ 53,479.42	\$ 54,014.22	\$ 54,554.36	\$ 55,099.90	\$ 55,650.90	\$ 56,207.41	\$ 56,769.48	\$ 57,337.18	\$ 57,910.55	\$ 58,489.66	\$ 59,074.55	\$ 59,665.30	\$ 60,261.95	\$ 60,864.57	\$ 61,473.22	\$ 62,087.95	\$ 62,708.83	\$ 63,335.92	\$ 63,969.27	\$ 64,608.97	\$ 65,255.06
125	\$ 55,571.21	\$ 56,126.92	\$ 56,688.19	\$ 57,255.07	\$ 57,827.62	\$ 58,405.90	\$ 58,989.95	\$ 59,579.85	\$ 60,175.65	\$ 60,777.41	\$ 61,385.18	\$ 61,999.03	\$ 62,619.03	\$ 63,245.22	\$ 63,877.67	\$ 64,516.44	\$ 65,161.61	\$ 65,813.22	\$ 66,471.36	\$ 67,136.07	\$ 67,807.43	\$ 68,485.51	\$ 69,170.36
126	\$ 58,905.48	\$ 59,494.53	\$ 60,089.48	\$ 60,690.37	\$ 61,297.28	\$ 61,910.25	\$ 62,529.35	\$ 63,154.65	\$ 63,786.19	\$ 64,424.05	\$ 65,068.29	\$ 65,718.98	\$ 66,376.17	\$ 67,039.93	\$ 67,710.33	\$ 68,387.43	\$ 69,071.31	\$ 69,762.02	\$ 70,459.64	\$ 71,164.23	\$ 71,875.88	\$ 72,594.64	\$ 73,320.58
127	\$ 62,439.81	\$ 63,064.20	\$ 63,694.85	\$ 64,331.79	\$ 64,975.11	\$ 65,624.86	\$ 66,281.11	\$ 66,943.92	\$ 67,613.36	\$ 68,289.50	\$ 68,972.39	\$ 69,662.12	\$ 70,358.74	\$ 71,062.32	\$ 71,772.95	\$ 72,490.68	\$ 73,215.58	\$ 73,947.74	\$ 74,687.22	\$ 75,434.09	\$ 76,188.43	\$ 76,950.31	\$ 77,719.82
128	\$ 66,810.59	\$ 67,478.70	\$ 68,153.49	\$ 68,835.02	\$ 69,523.37	\$ 70,218.60	\$ 70,920.79	\$ 71,630.00	\$ 72,346.30	\$ 73,069.76	\$ 73,800.46	\$ 74,538.46	\$ 75,283.85	\$ 76,036.69	\$ 76,797.05	\$ 77,565.02	\$ 78,340.67	\$ 79,124.08	\$ 79,915.32	\$ 80,714.48	\$ 81,521.62	\$ 82,336.84	\$ 83,160.20
129	\$ 71,487.33	\$ 72,202.21	\$ 72,924.23	\$ 73,653.47	\$ 74,390.01	\$ 75,133.91	\$ 75,885.25	\$ 76,644.10	\$ 77,410.54	\$ 78,184.64	\$ 78,966.49	\$ 79,756.16	\$ 80,553.72	\$ 81,359.25	\$ 82,172.85	\$ 82,994.58	\$ 83,824.52	\$ 84,662.77	\$ 85,509.39	\$ 86,364.49	\$ 87,228.13	\$ 88,100.41	\$ 88,981.42
130	\$ 76,491.45	\$ 77,256.36	\$ 78,028.93	\$ 78,809.22	\$ 79,597.31	\$ 80,393.28	\$ 81,197.21	\$ 82,009.19	\$ 82,829.28	\$ 83,657.57	\$ 84,494.15	\$ 85,339.09	\$ 86,192.48	\$ 87,054.40	\$ 87,924.95	\$ 88,804.20	\$ 89,692.24	\$ 90,589.16	\$ 91,495.05	\$ 92,410.00	\$ 93,334.10	\$ 94,267.44	\$ 95,210.12
131	\$ 81,845.85	\$ 82,664.31	\$ 83,490.95	\$ 84,325.86	\$ 85,169.12	\$ 86,020.81	\$ 86,881.02	\$ 87,749.83	\$ 88,627.33	\$ 89,513.60	\$ 90,408.74	\$ 91,312.82	\$ 92,225.95	\$ 93,148.21	\$ 94,079.69	\$ 95,020.49	\$ 95,970.69	\$ 96,930.40	\$ 97,899.71	\$ 98,878.70	\$ 99,867.49	\$ 100,866.16	\$ 101,874.83
132	\$ 87,575.06	\$ 88,450.81	\$ 89,335.32	\$ 90,228.67	\$ 91,130.96	\$ 92,042.27	\$ 92,962.69	\$ 93,892.32	\$ 94,831.24	\$ 95,779.55	\$ 96,737.35	\$ 97,704.72	\$ 98,681.77	\$ 99,668.59	\$ 100,665.27	\$ 101,671.92	\$ 102,688.64	\$ 103,715.53	\$ 104,752.69	\$ 105,800.21	\$ 106,858.21	\$ 107,926.80	\$ 109,006.06
133	\$ 93,705.31	\$ 94,642.37	\$ 95,588.79	\$ 96,544.68	\$ 97,510.12	\$ 98,485.23	\$ 99,470.08	\$ 100,464.78	\$ 101,469.43	\$ 102,484.12	\$ 103,508.96	\$ 104,544.05	\$ 105,589.49	\$ 106,645.39	\$ 107,711.84	\$ 108,788.96	\$ 109,878.85	\$ 110,975.62	\$ 112,085.37	\$ 113,206.23	\$ 114,338.29	\$ 115,481.67	\$ 116,636.49
134	\$ 100,733.21	\$ 101,740.54	\$ 102,757.95	\$ 103,785.53	\$ 104,823.38	\$ 105,871.62	\$ 106,930.33	\$ 107,999.64	\$ 109,079.63	\$ 110,170.43	\$ 111,272.13	\$ 112,384.85	\$ 113,508.70	\$ 114,643.79	\$ 115,790.23	\$ 116,948.13	\$ 118,117.61	\$ 119,298.79	\$ 120,491.78	\$ 121,696.69	\$ 122,913.66	\$ 124,142.80	\$ 125,384.23
135	\$ 108,288.20	\$ 109,371.08	\$ 110,464.79	\$ 111,569.44	\$ 112,685.14	\$ 113,811.99	\$ 114,950.11	\$ 116,099.61	\$ 117,260.61	\$ 118,433.21	\$ 119,617.54	\$ 120,813.72	\$ 122,021.86	\$ 123,242.07	\$ 124,474.50	\$ 125,719.24	\$ 126,976.43	\$ 128,246.20	\$ 129,528.66	\$ 130,823.95	\$ 132,132.19	\$ 133,453.51	\$ 134,788.04
136	\$ 116,409.82	\$ 117,573.92	\$ 118,749.65	\$ 119,937.15	\$ 121,136.52	\$ 122,347.98	\$ 123,571.37	\$ 124,807.08	\$ 126,055.15	\$ 127,313.70	\$ 128,588.86	\$ 129,874.75	\$ 131,173.50	\$ 132,485.23	\$ 133,810.08	\$ 135,148.18	\$ 136,499.67	\$ 137,864.66	\$ 139,243.31	\$ 140,635.74	\$ 142,042.10	\$ 143,462.52	\$ 144,897.15
137	\$ 125,140.55	\$ 126,391.96	\$ 127,655.88	\$ 128,932.44	\$ 130,221.76	\$ 131,523.98	\$ 132,839.22	\$ 134,167.61	\$ 135,509.29	\$ 136,864.38	\$ 138,233.02	\$ 139,615.35	\$ 141,011.51	\$ 142,421.62	\$ 143,845.84	\$ 145,284.30	\$ 146,737.14	\$ 148,204.51	\$ 149,686.56	\$ 151,183.42	\$ 152,695.26	\$ 154,222.21	\$ 155,764.43
138	\$ 134,526.09	\$ 135,871.36	\$ 137,230.07	\$ 138,602.37	\$ 139,988.39	\$ 141,388.28	\$ 142,802.16	\$ 144,230.18	\$ 145,672.48	\$ 147,129.21	\$ 148,600.50	\$ 150,086.51	\$ 151,587.37	\$ 153,103.24	\$ 154,634.28	\$ 156,180.62	\$ 157,742.43	\$ 159,319.85	\$ 160,913.05	\$ 162,522.18	\$ 164,147.40	\$ 165,788.87	\$ 167,446.76
139	\$ 144,615.55	\$ 146,061.71	\$ 147,522.32	\$ 148,997.55	\$ 150,487.52	\$ 151,992.40	\$ 153,512.32	\$ 155,047.45	\$ 156,597.92	\$ 158,163.90	\$ 159,745.54	\$ 161,342.99	\$ 162,956.42	\$ 164,585.99	\$ 166,231.85	\$ 167,894.17	\$ 169,573.11	\$ 171,268.84	\$ 172,981.53	\$ 174,711.34	\$ 176,458.46	\$ 178,223.04	\$ 180,005.27
140	\$ 166,307.88	\$ 167,970.96	\$ 169,650.67	\$ 171,347.18	\$ 173,060.65	\$ 174,791.26	\$ 176,539.17	\$ 178,304.56	\$ 180,087.61	\$ 181,888.48	\$ 183,707.37	\$ 185,544.44	\$ 187,399.89	\$ 189,273.89	\$ 191,166.62	\$ 193,078.29	\$ 195,009.07	\$ 196,959.16	\$ 198,928.76	\$ 200,918.04	\$ 202,927.22	\$ 204,956.50	\$ 207,006.06

Grade	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	Step 31	Step 32	Step 33	Step 34	Step 35	Step 36	Step 37	Step 38	Step 39	Step 40	Step 41	Step 42	Step 43	Step 44	Step 45
111	\$ 39,223.49	\$ 39,615.72	\$ 40,011.88	\$ 40,412.00	\$ 40,816.12	\$ 41,224.28	\$ 41,636.52	\$ 42,052.89	\$ 42,473.42	\$ 42,898.15	\$ 43,327.13	\$ 43,760.40	\$ 44,198.01	\$ 44,639.99	\$ 45,086.39	\$ 45,537.25	\$ 45,992.62	\$ 46,452.55	\$ 46,917.07	\$ 47,386.24	\$ 47,860.11	\$ 48,338.71
112	\$ 40,400.19	\$ 40,804.19	\$ 41,212.23	\$ 41,624.36	\$ 42,040.60	\$ 42,461.01	\$ 42,885.62	\$ 43,314.47	\$ 43,747.62	\$ 44,185.09	\$ 44,626.94	\$ 45,073.21	\$ 45,523.95	\$ 45,979.19	\$ 46,438.98	\$ 46,903.37	\$ 47,372.40	\$ 47,846.12	\$ 48,324.59	\$ 48,807.83	\$ 49,295.91	\$ 49,788.87
113	\$ 41,612.20	\$ 42,028.32	\$ 42,448.60	\$ 42,873.09	\$ 43,301.82	\$ 43,734.84	\$ 44,172.19	\$ 44,613.91	\$ 45,060.05	\$ 45,510.65	\$ 45,965.75	\$ 46,425.41	\$ 46,889.66	\$ 47,358.56	\$ 47,832.15	\$ 48,310.47	\$ 48,793.57	\$ 49,281.51	\$ 49,774.32	\$ 50,272.07	\$ 50,774.79	\$ 51,282.54
114	\$ 42,860.56	\$ 43,289.17	\$ 43,722.06	\$ 44,159.28	\$ 44,600.87	\$ 45,046.88	\$ 45,497.35	\$ 45,952.32	\$ 46,411.85	\$ 46,875.97	\$ 47,344.73	\$ 47,818.17	\$ 48,296.35	\$ 48,779.32	\$ 49,267.11	\$ 49,759.78	\$ 50,257.38	\$ 50,759.95	\$ 51,267.55	\$ 51,780.23	\$ 52,298.03	\$ 52,821.01
115	\$ 44,146.38	\$ 44,587.84	\$ 45,033.72	\$ 45,484.06	\$ 45,938.90	\$ 46,398.29	\$ 46,862.27	\$ 47,330.89	\$ 47,804.20	\$ 48,282.24	\$ 48,765.07	\$ 49,252.72	\$ 49,745.25	\$ 50,242.70	\$ 50,745.12	\$ 51,252.58	\$ 51,765.10	\$ 52,282.75	\$ 52,805.58	\$ 53,333.64	\$ 53,866.97	\$ 54,405.64
116	\$ 45,912.23	\$ 46,371.36	\$ 46,835.07	\$ 47,303.42	\$ 47,776.46	\$ 48,254.22	\$ 48,736.76	\$ 49,224.13	\$ 49,716.37	\$ 50,213.53	\$ 50,715.67	\$ 51,222.83	\$ 51,735.05	\$ 52,252.41	\$ 52,774.93	\$ 53,302.68	\$ 53,835.71	\$ 54,374.06	\$ 54,917.80	\$ 55,466.98	\$ 56,021.65	\$ 56,581.87
117	\$ 47,748.72	\$ 48,226.21	\$ 48,708.47	\$ 49,195.56	\$ 49,687.51	\$ 50,184.39	\$ 50,686.23	\$ 51,193.09	\$ 51,705.03	\$ 52,222.08	\$ 52,744.30	\$ 53,271.74	\$ 53,804.46	\$ 54,342.50	\$ 54,885.93	\$ 55,434.79	\$ 55,989.13	\$ 56,549.03	\$ 57,114.52	\$ 57,685.66	\$ 58,262.52	\$ 58,845.14
118	\$ 49,658.67	\$ 50,155.26	\$ 50,656.81	\$ 51,163.38	\$ 51,675.01	\$ 52,191.76	\$ 52,713.68	\$ 53,240.82	\$ 53,773.23	\$ 54,310.96	\$ 54,854.07	\$ 55,402.61	\$ 55,956.64	\$ 56,516.20	\$ 57,081.36	\$ 57,652.18	\$ 58,228.70	\$ 58,810.99	\$ 59,399.10	\$ 59,993.09	\$ 60,593.02	\$ 61,198.95
119	\$ 51,645.02	\$ 52,161.47	\$ 52,683.08	\$ 53,209.92	\$ 53,742.01	\$ 54,279.43	\$ 54,822.23	\$ 55,370.45	\$ 55,924.16	\$ 56,483.40	\$ 57,048.23	\$ 57,618.71	\$ 58,194.90	\$ 58,776.85	\$ 59,364.62	\$ 59,958.26	\$ 60,557.85	\$ 61,163.43	\$ 61,775.06	\$ 62,392.81	\$ 63,016.74	\$ 63,646.91
120	\$ 53,710.82	\$ 54,247.93	\$ 54,790.41	\$ 55,338.31	\$ 55,891.70	\$ 56,450.61	\$ 57,015.12	\$ 57,585.27	\$ 58,161.12	\$ 58,742.73	\$ 59,330.16	\$ 59,923.46	\$ 60,522.70	\$ 61,127.92	\$ 61,739.20	\$ 62,356.60	\$ 62,980.16	\$ 63,609.96	\$ 64,246.06	\$ 64,888.52	\$ 65,537.41	\$ 66,192.78
121	\$ 56,396.36	\$ 56,960.33	\$ 57,529.93	\$ 58,105.23	\$ 58,686.28	\$ 59,273.14	\$ 59,865.87	\$ 60,464.53	\$ 61,069.18	\$ 61,679.87	\$ 62,296.67	\$ 62,919.64	\$ 63,548.83	\$ 64,184.32	\$ 64,826.16	\$ 65,474.42	\$ 66,129.17	\$ 66,790.46	\$ 67,458.37	\$ 68,132.95	\$ 68,814.28	\$ 69,502.42
122	\$ 59,216.18	\$ 59,808.34	\$ 60,406.42	\$ 61,010.49	\$ 61,620.59	\$ 62,236.80	\$ 62,859.17	\$ 63,487.76	\$ 64,122.64	\$ 64,763.86	\$ 65,411.50	\$ 66,065.62	\$ 66,726.27	\$ 67,393.54	\$ 68,067.47	\$ 68,748.15	\$ 69,435.63	\$ 70,129.98	\$ 70,831.28	\$ 71,539.60	\$ 72,254.99	\$ 72,977.54
123	\$ 62,176.99	\$ 62,798.76	\$ 63,426.75	\$ 64,061.01	\$ 64,701.62	\$ 65,348.64	\$ 66,002.13	\$ 66,662.15	\$ 67,328.77	\$ 68,002.06	\$ 68,682.08	\$ 69,368.90	\$ 70,062.59	\$ 70,763.21	\$ 71,470.84	\$ 72,185.55	\$ 72,907.41	\$ 73,636.48	\$ 74,372.85	\$ 75,116.58	\$ 75,867.74	\$ 76,626.42
124	\$ 65,907.61	\$ 66,566.68	\$ 67,232.35	\$ 67,904.67	\$ 68,583.72	\$ 69,269.56	\$ 69,962.25	\$ 70,661.88	\$ 71,368.50	\$ 72,082.18	\$ 72,803.00	\$ 73,531.03	\$ 74,266.34	\$ 75,009.01	\$ 75,759.10	\$ 76,516.69	\$ 77,281.85	\$ 78,054.67	\$ 78,835.22	\$ 79,623.57	\$ 80,419.81	\$ 81,224.00
125	\$ 69,862.06	\$ 70,560.68	\$ 71,266.29	\$ 71,978.95	\$ 72,698.74	\$ 73,425.73	\$ 74,159.99	\$ 74,901.59	\$ 75,650.60	\$ 76,407.11	\$ 77,171.18	\$ 77,942.89	\$ 78,722.32	\$ 79,509.55	\$ 80,304.64	\$ 81,107.69	\$ 81,918.76	\$ 82,737.95	\$ 83,565.33	\$ 84,400.99	\$ 85,245.00	\$ 86,097.44
126	\$ 74,053.79	\$ 74,794.33	\$ 75,542.27	\$ 76,297.69	\$ 77,060.67	\$ 77,831.28	\$ 78,609.59	\$ 79,395.68	\$ 80,189.64	\$ 80,991.54	\$ 81,801.45	\$ 82,619.47	\$ 83,445.66	\$ 84,280.12	\$ 85,122.92	\$ 85,974.15	\$ 86,833.89	\$ 87,702.23	\$ 88,579.25	\$ 89,465.04	\$ 90,359.69	\$ 91,263.29
127	\$ 78,497.02	\$ 79,281.99	\$ 80,074.81	\$ 80,875.55	\$ 81,684.31	\$ 82,501.15	\$ 83,326.16	\$ 84,159.43	\$ 85,001.02	\$ 85,851.03	\$ 86,709.54	\$ 87,576.64	\$ 88,452.40	\$ 89,336.93	\$ 90,230.30	\$ 91,132.60	\$ 92,043.92	\$ 92,964.36	\$ 93,894.01	\$ 94,832.95	\$ 95,781.28	\$ 96,739.09
128	\$ 83,991.81	\$ 84,831.72	\$ 85,680.04	\$ 86,536.84	\$ 87,402.21	\$ 88,276.23	\$ 89,159.00	\$ 90,050.59	\$ 90,951.09	\$ 91,860.60	\$ 92,779.21	\$ 93,707.00	\$ 94,644.07	\$ 95,590.51	\$ 96,546.42	\$ 97,511.88	\$ 98,487.00	\$ 99,471.87	\$ 100,466.59	\$ 101,471.25	\$ 102,485.97	\$ 103,510.83
129	\$ 89,871.23	\$ 90,769.95	\$ 91,677.64	\$ 92,594.42	\$ 93,520.37	\$ 94,455.57	\$ 95,400.12	\$ 96,354.13	\$ 97,317.67	\$ 98,290.84	\$ 99,273.75	\$ 100,266.49	\$ 101,269.15	\$ 102,281.85	\$ 103,304.66	\$ 104,337.71	\$ 105,381.09	\$ 106,434.90	\$ 107,499.25	\$ 108,574.24	\$ 109,659.98	\$ 110,756.58
130	\$ 96,162.22	\$ 97,123.84	\$ 98,095.08	\$ 99,076.03	\$ 100,066.79	\$ 101,067.46	\$ 102,078.13	\$ 103,098.91	\$ 104,129.90	\$ 105,171.20	\$ 106,222.92	\$ 107,285.14	\$ 108,358.00	\$ 109,441.58	\$ 110,535.99	\$ 111,641.35	\$ 112,757.76	\$ 113,885.34	\$ 115,024.20	\$ 116,174.44	\$ 117,336.18	\$ 118,509.54
131	\$ 102,893.57	\$ 103,922.51	\$ 104,961.74	\$ 106,011.35	\$ 107,071.47	\$ 108,142.18	\$ 109,223.60	\$ 110,315.84	\$ 111,419.00	\$ 112,533.19	\$ 113,658.52	\$ 114,795.10	\$ 115,943.06	\$ 117,102.49	\$ 118,273.51	\$ 119,456.25	\$ 120,650.81	\$ 121,857.32	\$ 123,075.89	\$ 124,306.65	\$ 125,549.71	\$ 126,805.21
132	\$ 110,096.12	\$ 111,197.09	\$ 112,309.06	\$ 113,432.15	\$ 114,566.47	\$ 115,712.13	\$ 116,869.26	\$ 118,037.95	\$ 119,218.33	\$ 120,410.51	\$ 121,614.62	\$ 122,830.76	\$ 124,059.07	\$ 125,299.66	\$ 126,552.66	\$ 127,818.18	\$ 129,096.36	\$ 130,387.33	\$ 131,691.20	\$ 133,008.11	\$ 134,338.19	\$ 135,681.58
133	\$ 117,802.85	\$ 118,980.88	\$ 120,170.69	\$ 121,372.40	\$ 122,586.12	\$ 123,811.98	\$ 125,050.10	\$ 126,300.60	\$ 127,563.61	\$ 128,839.25	\$ 130,127.64	\$ 131,428.91	\$ 132,743.20	\$ 134,070.64	\$ 135,411.34	\$ 136,765.46	\$ 138,133.11	\$ 139,514.44	\$ 140,909.59	\$ 142,318.68	\$ 143,741.87	\$ 145,179.29
134	\$ 126,638.07	\$ 127,904.45	\$ 129,183.49	\$ 130,475.33	\$ 131,780.08	\$ 133,097.88	\$ 134,428.86	\$ 135,773.15	\$ 137,130.88	\$ 138,502.19	\$ 139,887.21	\$ 141,286.08	\$ 142,698.94	\$ 144,125.93	\$ 145,567.19	\$ 147,022.87	\$ 148,493.09	\$ 149,978.02	\$ 151,477.80	\$ 152,992.58	\$ 154,522.51	\$ 156,067.73
135	\$ 136,135.92	\$ 137,497.28	\$ 138,872.25	\$ 140,260.98	\$ 141,663.59	\$ 143,080.22	\$ 144,511.03	\$ 145,956.14	\$ 147,415.70	\$ 148,889.85	\$ 150,378.75	\$ 151,882.54	\$ 153,401.37	\$ 154,935.53	\$ 156,484.73	\$ 158,049.58	\$ 159,630.08	\$ 161,226.38	\$ 162,838.64	\$ 164,467.03	\$ 166,111.70	\$ 167,772.81
136	\$ 146,346.12	\$ 147,809.58	\$ 149,287.67	\$ 150,780.55	\$ 152,288.36	\$ 153,811.24	\$ 155,349.35	\$ 156,902.85	\$ 158,471.87	\$ 160,056.59	\$ 161,657.16	\$ 163,273.73	\$ 164,906.47	\$ 166,555.53	\$ 168,221.09	\$ 169,903.30	\$ 171,602.33	\$ 173,318.35	\$ 175,051.54	\$ 176,802.05	\$ 178,570.07	\$ 180,355.77
137	\$ 157,322.08	\$ 158,895.30	\$ 160,484.25	\$ 162,089.09	\$ 163,709.98	\$ 165,347.08	\$ 167,000.55	\$ 168,670.56	\$ 170,357.26	\$ 172,060.84	\$ 173,781.45	\$ 175,519.26	\$ 177,274.45	\$ 179,047.20	\$ 180,837.67	\$ 182,646.05	\$ 184,472.51	\$ 186,317.23	\$ 188,180.40	\$ 190,062.21	\$ 191,962.83	\$ 193,882.46
138	\$ 169,121.23	\$ 170,812.44	\$ 172,520.57	\$ 174,245.77	\$ 175,988.23	\$ 177,748.11	\$ 179,525.59	\$ 181,320.85	\$ 183,134.06	\$ 184,965.40	\$ 186,815.05	\$ 188,683.20	\$ 190,570.04	\$ 192,475.74	\$ 194,400.49	\$ 196,344.50	\$ 198,307.94	\$ 200,291.02	\$ 202,293.93	\$ 204,316.87	\$ 206,360.04	\$ 208,423.64
139	\$ 181,805.32	\$ 183,623.38	\$ 185,459.61	\$ 187,314.21	\$ 189,187.35	\$ 191,079.22	\$ 192,990.01	\$ 194,919.91	\$ 196,869.11	\$ 198,837.81	\$ 200,826.18	\$ 202,834.44	\$ 204,862.79	\$ 206,911.42	\$ 208,980.53	\$ 211,070.34	\$ 213,181.04	\$ 215,312.85	\$ 217,465.98	\$ 219,640.64	\$ 221,837.05	\$ 224,055.42
140	\$ 209,076.12	\$ 211,166.88	\$ 213,278.55	\$ 215,411.34	\$ 217,565.45	\$ 219,741.11	\$ 221,938.52	\$ 224,157.90	\$ 226,399.48	\$ 228,663.48	\$ 230,950.11	\$ 233,259.61	\$ 235,592.21	\$ 237,948.13	\$ 240,327.61	\$ 242,730.89	\$ 245,158.20	\$ 247,609.78	\$ 250,085.88	\$ 252,586.73	\$ 255,112.60	\$ 257,663.73

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
P50	\$ 33,100.00	\$ 33,431.00	\$ 33,765.31	\$ 34,102.96	\$ 34,443.99	\$ 34,788.43	\$ 35,136.32	\$ 35,487.68	\$ 35,842.56	\$ 36,200.98	\$ 36,562.99	\$ 36,928.62	\$ 37,297.91	\$ 37,670.89	\$ 38,047.60	\$ 38,428.07	\$ 38,812.35	\$ 39,200.48	\$ 39,592.48	\$ 39,988.41	\$ 40,388.29	\$ 40,792.17	\$ 41,200.09
P51	\$ 45,000.00	\$ 45,450.00	\$ 45,904.50	\$ 46,363.55	\$ 46,827.18	\$ 47,295.45	\$ 47,768.41	\$ 48,246.09	\$ 48,728.55	\$ 49,215.84	\$ 49,708.00	\$ 50,205.08	\$ 50,707.13	\$ 51,214.20	\$ 51,726.34	\$ 52,243.60	\$ 52,766.04	\$ 53,293.70	\$ 53,826.64	\$ 54,364.90	\$ 54,908.55	\$ 55,457.64	\$ 56,012.21
P52	\$ 50,000.00	\$ 50,500.00	\$ 51,005.00	\$ 51,515.05	\$ 52,030.20	\$ 52,550.50	\$ 53,076.01	\$ 53,606.77	\$ 54,142.84	\$ 54,684.26	\$ 55,231.11	\$ 55,783.42	\$ 56,341.25	\$ 56,904.66	\$ 57,473.71	\$ 58,048.45	\$ 58,628.93	\$ 59,215.22	\$ 59,807.37	\$ 60,405.45	\$ 61,009.50	\$ 61,619.60	\$ 62,235.79
P53	\$ 57,500.00	\$ 58,075.00	\$ 58,655.75	\$ 59,242.31	\$ 59,834.73	\$ 60,433.08	\$ 61,037.41	\$ 61,647.78	\$ 62,264.26	\$ 62,886.90	\$ 63,515.77	\$ 64,150.93	\$ 64,792.44	\$ 65,440.36	\$ 66,094.77	\$ 66,755.71	\$ 67,423.27	\$ 68,097.50	\$ 68,778.48	\$ 69,466.26	\$ 70,160.93	\$ 70,862.54	\$ 71,571.16
P54	\$ 60,000.00	\$ 60,600.00	\$ 61,206.00	\$ 61,818.06	\$ 62,436.24	\$ 63,060.60	\$ 63,691.21	\$ 64,328.12	\$ 64,971.40	\$ 65,621.12	\$ 66,277.33	\$ 66,940.10	\$ 67,609.50	\$ 68,285.60	\$ 68,968.45	\$ 69,658.14	\$ 70,354.72	\$ 71,058.27	\$ 71,768.85	\$ 72,486.54	\$ 73,211.40	\$ 73,943.52	\$ 74,682.95
P55	\$ 65,000.00	\$ 65,650.00	\$ 66,306.50	\$ 66,969.57	\$ 67,639.26	\$ 68,315.65	\$ 68,998.81	\$ 69,688.80	\$ 70,385.69	\$ 71,089.54	\$ 71,800.44	\$ 72,518.44	\$ 73,243.63	\$ 73,976.06	\$ 74,715.82	\$ 75,462.98	\$ 76,217.61	\$ 76,979.79	\$ 77,749.59	\$ 78,527.08	\$ 79,312.35	\$ 80,105.48	\$ 80,906.53
P56	\$ 70,000.00	\$ 70,700.00	\$ 71,407.00	\$ 72,121.07	\$ 72,842.28	\$ 73,570.70	\$ 74,306.41	\$ 75,049.47	\$ 75,799.97	\$ 76,557.97	\$ 77,323.55	\$ 78,096.78	\$ 78,877.75	\$ 79,666.53	\$ 80,463.19	\$ 81,267.83	\$ 82,080.51	\$ 82,901.31	\$ 83,730.32	\$ 84,567.63	\$ 85,413.30	\$ 86,267.44	\$ 87,130.11
P57	\$ 80,000.00	\$ 80,800.00	\$ 81,608.00	\$ 82,424.08	\$ 83,248.32	\$ 84,080.80	\$ 84,921.61	\$ 85,770.83	\$ 86,628.54	\$ 87,494.82	\$ 88,369.77	\$ 89,253.47	\$ 90,146.00	\$ 91,047.46	\$ 91,957.94	\$ 92,877.52	\$ 93,806.29	\$ 94,744.35	\$ 95,691.80	\$ 96,648.72	\$ 97,615.20	\$ 98,591.36	\$ 99,577.27
P58	\$ 95,000.00	\$ 95,950.00	\$ 96,909.50	\$ 97,878.60	\$ 98,857.38	\$ 99,845.95	\$ 100,844.41	\$ 101,852.86	\$ 102,871.39	\$ 103,900.10	\$ 104,939.10	\$ 105,988.49	\$ 107,048.38	\$ 108,118.86	\$ 109,200.05	\$ 110,292.05	\$ 111,394.97	\$ 112,508.92	\$ 113,634.01	\$ 114,770.35	\$ 115,918.05	\$ 117,077.23	\$ 118,248.01
P59	\$ 120,000.00	\$ 121,200.00	\$ 122,412.00	\$ 123,636.12	\$ 124,872.48	\$ 126,121.21	\$ 127,382.42	\$ 128,656.24	\$ 129,942.80	\$ 131,242.23	\$ 132,554.66	\$ 133,880.20	\$ 135,219.00	\$ 136,571.19	\$ 137,936.91	\$ 139,316.27	\$ 140,709.44	\$ 142,116.53	\$ 143,537.70	\$ 144,973.07	\$ 146,422.80	\$ 147,887.03	\$ 149,365.90
F0	\$ 42,500.00	\$ 42,925.00	\$ 43,354.25	\$ 43,787.79	\$ 44,225.67	\$ 44,667.93	\$ 45,114.61	\$ 45,565.75	\$ 46,021.41	\$ 46,481.62	\$ 46,946.44	\$ 47,415.90	\$ 47,890.06	\$ 48,368.96	\$ 48,852.65	\$ 49,341.18	\$ 49,834.59	\$ 50,332.94	\$ 50,836.27	\$ 51,344.63	\$ 51,858.08	\$ 52,376.66	\$ 52,900.42
F1	\$ 45,000.00	\$ 45,450.00	\$ 45,904.50	\$ 46,363.55	\$ 46,827.18	\$ 47,295.45	\$ 47,768.41	\$ 48,246.09	\$ 48,728.55	\$ 49,215.84	\$ 49,708.00	\$ 50,205.08	\$ 50,707.13	\$ 51,214.20	\$ 51,726.34	\$ 52,243.60	\$ 52,766.04	\$ 53,293.70	\$ 53,826.64	\$ 54,364.90	\$ 54,908.55	\$ 55,457.64	\$ 56,012.21
F2	\$ 47,500.00	\$ 47,975.00	\$ 48,454.75	\$ 48,939.30	\$ 49,428.69	\$ 49,922.98	\$ 50,422.21	\$ 50,926.43	\$ 51,435.69	\$ 51,950.05	\$ 52,469.55	\$ 52,994.25	\$ 53,524.19	\$ 54,059.43	\$ 54,600.03	\$ 55,146.03	\$ 55,697.49	\$ 56,254.46	\$ 56,817.01	\$ 57,385.18	\$ 57,959.03	\$ 58,538.62	\$ 59,124.00
F3	\$ 50,000.00	\$ 50,500.00	\$ 51,005.00	\$ 51,515.05	\$ 52,030.20	\$ 52,550.50	\$ 53,076.01	\$ 53,606.77	\$ 54,142.84	\$ 54,684.26	\$ 55,231.11	\$ 55,783.42	\$ 56,341.25	\$ 56,904.66	\$ 57,473.71	\$ 58,048.45	\$ 58,628.93	\$ 59,215.22	\$ 59,807.37	\$ 60,405.45	\$ 61,009.50	\$ 61,619.60	\$ 62,235.79
F4	\$ 57,500.00	\$ 58,075.00	\$ 58,655.75	\$ 59,242.31	\$ 59,834.73	\$ 60,433.08	\$ 61,037.41	\$ 61,647.78	\$ 62,264.26	\$ 62,886.90	\$ 63,515.77	\$ 64,150.93	\$ 64,792.44	\$ 65,440.36	\$ 66,094.77	\$ 66,755.71	\$ 67,423.27	\$ 68,097.50	\$ 68,778.48	\$ 69,466.26	\$ 70,160.93	\$ 70,862.54	\$ 71,571.16
F5	\$ 65,000.00	\$ 65,650.00	\$ 66,306.50	\$ 66,969.57	\$ 67,639.26	\$ 68,315.65	\$ 68,998.81	\$ 69,688.80	\$ 70,385.69	\$ 71,089.54	\$ 71,800.44	\$ 72,518.44	\$ 73,243.63	\$ 73,976.06	\$ 74,715.82	\$ 75,462.98	\$ 76,217.61	\$ 76,979.79	\$ 77,749.59	\$ 78,527.08	\$ 79,312.35	\$ 80,105.48	\$ 80,906.53
F6	\$ 70,000.00	\$ 70,700.00	\$ 71,407.00	\$ 72,121.07	\$ 72,842.28	\$ 73,570.70	\$ 74,306.41	\$ 75,049.47	\$ 75,799.97	\$ 76,557.97	\$ 77,323.55	\$ 78,096.78	\$ 78,877.75	\$ 79,666.53	\$ 80,463.19	\$ 81,267.83	\$ 82,080.51	\$ 82,901.31	\$ 83,730.32	\$ 84,567.63	\$ 85,413.30	\$ 86,267.44	\$ 87,130.11
F7	\$ 75,000.00	\$ 75,750.00	\$ 76,507.50	\$ 77,272.58	\$ 78,045.30	\$ 78,825.75	\$ 79,614.01	\$ 80,410.15	\$ 81,214.25	\$ 82,026.40	\$ 82,846.66	\$ 83,675.13	\$ 84,511.88	\$ 85,357.00	\$ 86,210.57	\$ 87,072.67	\$ 87,943.40	\$ 88,822.83	\$ 89,711.06	\$ 90,608.17	\$ 91,514.25	\$ 92,429.40	\$ 93,353.69
F8	\$ 80,000.00	\$ 80,800.00	\$ 81,608.00	\$ 82,424.08	\$ 83,248.32	\$ 84,080.80	\$ 84,921.61	\$ 85,770.83	\$ 86,628.54	\$ 87,494.82	\$ 88,369.77	\$ 89,253.47	\$ 90,146.00	\$ 91,047.46	\$ 91,957.94	\$ 92,877.52	\$ 93,806.29	\$ 94,744.35	\$ 95,691.80	\$ 96,648.72	\$ 97,615.20	\$ 98,591.36	\$ 99,577.27
F9	\$ 95,000.00	\$ 95,950.00	\$ 96,909.50	\$ 97,878.60	\$ 98,857.38	\$ 99,845.95	\$ 100,844.41	\$ 101,852.86	\$ 102,871.39	\$ 103,900.10	\$ 104,939.10	\$ 105,988.49	\$ 107,048.38	\$ 108,118.86	\$ 109,200.05	\$ 110,292.05	\$ 111,394.97	\$ 112,508.92	\$ 113,634.01	\$ 114,770.35	\$ 115,918.05	\$ 117,077.23	\$ 118,248.01
F10	\$ 120,000.00	\$ 121,200.00	\$ 122,412.00	\$ 123,636.12	\$ 124,872.48	\$ 126,121.21	\$ 127,382.42	\$ 128,656.24	\$ 129,942.80	\$ 131,242.23	\$ 132,554.66	\$ 133,880.20	\$ 135,219.00	\$ 136,571.19	\$ 137,936.91	\$ 139,316.27	\$ 140,709.44	\$ 142,116.53	\$ 143,537.70	\$ 144,973.07	\$ 146,422.80	\$ 147,887.03	\$ 149,365.90
C1	\$ 42,500.00	\$ 42,925.00	\$ 43,354.25	\$ 43,787.79	\$ 44,225.67	\$ 44,667.93	\$ 45,114.61	\$ 45,565.75	\$ 46,021.41	\$ 46,481.62	\$ 46,946.44	\$ 47,415.90	\$ 47,890.06	\$ 48,368.96	\$ 48,852.65	\$ 49,341.18	\$ 49,834.59	\$ 50,332.94	\$ 50,836.27	\$ 51,344.63	\$ 51,858.08	\$ 52,376.66	\$ 52,900.42
C2	\$ 43,500.00	\$ 43,935.00	\$ 44,374.35	\$ 44,818.09	\$ 45,266.27	\$ 45,718.94	\$ 46,176.13	\$ 46,637.89	\$ 47,104.27	\$ 47,575.31	\$ 48,051.06	\$ 48,531.57	\$ 49,016.89	\$ 49,507.06	\$ 50,002.13	\$ 50,502.15	\$ 51,007.17	\$ 51,517.24	\$ 52,032.42	\$ 52,552.74	\$ 53,078.27	\$ 53,609.05	\$ 54,145.14
C3	\$ 45,000.00	\$ 45,450.00	\$ 45,904.50	\$ 46,363.55	\$ 46,827.18	\$ 47,295.45	\$ 47,768.41	\$ 48,246.09	\$ 48,728.55	\$ 49,215.84	\$ 49,708.00	\$ 50,205.08	\$ 50,707.13	\$ 51,214.20	\$ 51,726.34	\$ 52,243.60	\$ 52,766.04	\$ 53,293.70	\$ 53,826.64	\$ 54,364.90	\$ 54,908.55	\$ 55,457.64	\$ 56,012.21
C4	\$ 57,500.00	\$ 58,075.00	\$ 58,655.75	\$ 59,242.31	\$ 59,834.73	\$ 60,433.08	\$ 61,037.41	\$ 61,647.78	\$ 62,264.26	\$ 62,886.90	\$ 63,515.77	\$ 64,150.93	\$ 64,792.44	\$ 65,440.36	\$ 66,094.77	\$ 66,755.71	\$ 67,423.27	\$ 68,097.50	\$ 68,778.48	\$ 69,466.26	\$ 70,160.93	\$ 70,862.54	\$ 71,571.16
C5	\$ 65,000.00	\$ 65,650.00	\$ 66,306.50	\$ 66,969.57	\$ 67,639.26	\$ 68,315.65	\$ 68,998.81	\$ 69,688.80	\$ 70,385.69	\$ 71,089.54	\$ 71,800.44	\$ 72,518.44	\$ 73,243.63	\$ 73,976.06	\$ 74,715.82	\$ 75,462.98	\$ 76,217.61	\$ 76,979.79	\$ 77,749.59	\$ 78,527.08	\$ 79,312.35	\$ 80,105.48	\$ 80,906.53
C6	\$ 80,000.00	\$ 80,800.00	\$ 81,608.00	\$ 82,424.08	\$ 83,248.32	\$ 84,080.80	\$ 84,921.61	\$ 85,770.83	\$ 86,628.54	\$ 87,494.82	\$ 88,369.77	\$ 89,253.47	\$ 90,146.00	\$ 91,047.46	\$ 91,957.94	\$ 92,877.52	\$ 93,806.29	\$ 94,744.35	\$ 95,691.80	\$ 96,648.72	\$ 97,615.20	\$ 98,591.36	\$ 99,577.27
C7	\$ 100,000.00	\$ 101,000.00	\$ 102,010.00	\$ 103,030.10	\$ 104,060.40	\$ 105,101.01	\$ 106,152.02	\$ 107,213.54	\$ 108,285.67	\$ 109,368.53	\$ 110,462.21	\$ 111,566.83	\$ 112,682.50	\$ 113,809.33	\$ 114,947.42	\$ 116,096.90	\$ 117,257.86	\$ 118,430.44	\$ 119,614.75	\$ 120,810.90	\$ 122,019.00	\$ 123,239.19	\$ 124,471.59

Grade	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	Step 31	Step 32	Step 33	Step 34	Step 35	Step 36	Step 37	Step 38	Step 39	Step 40	Step 41	Step 42	Step 43	Step 44	Step 45
P50	\$ 41,612.10	\$ 42,028.22	\$ 42,448.50	\$ 42,872.98	\$ 43,301.71	\$ 43,734.73	\$ 44,172.08	\$ 44,613.80	\$ 45,059.94	\$ 45,510.54	\$ 45,965.64	\$ 46,425.30	\$ 46,889.55	\$ 47,358.45	\$ 47,832.03	\$ 48,310.35	\$ 48,793.46	\$ 49,281.39	\$ 49,774.20	\$ 50,271.95	\$ 50,774.66	\$ 51,282.41
P51	\$ 56,572.34	\$ 57,138.06	\$ 57,709.44	\$ 58,286.53	\$ 58,869.40	\$ 59,458.09	\$ 60,052.67	\$ 60,653.20	\$ 61,259.73	\$ 61,872.33	\$ 62,491.05	\$ 63,115.96	\$ 63,747.12	\$ 64,384.60	\$ 65,028.44	\$ 65,678.73	\$ 66,335.51	\$ 66,998.87	\$ 67,668.86	\$ 68,345.55	\$ 69,029.00	\$ 69,719.29
P52	\$ 62,858.15	\$ 63,486.73	\$ 64,121.60	\$ 64,762.82	\$ 65,410.44	\$ 66,064.55	\$ 66,725.19	\$ 67,392.45	\$ 68,066.37	\$ 68,747.03	\$ 69,434.50	\$ 70,128.85	\$ 70,830.14	\$ 71,538.44	\$ 72,253.82	\$ 72,976.36	\$ 73,706.13	\$ 74,443.19	\$ 75,187.62	\$ 75,939.49	\$ 76,698.89	\$ 77,465.88
P53	\$ 72,286.87	\$ 73,009.74	\$ 73,739.84	\$ 74,477.24	\$ 75,222.01	\$ 75,974.23	\$ 76,733.97	\$ 77,501.31	\$ 78,276.33	\$ 79,059.09	\$ 79,849.68	\$ 80,648.18	\$ 81,454.66	\$ 82,269.21	\$ 83,091.90	\$ 83,922.82	\$ 84,762.04	\$ 85,609.66	\$ 86,465.76	\$ 87,330.42	\$ 88,203.72	\$ 89,085.76
P54	\$ 75,429.78	\$ 76,184.08	\$ 76,945.92	\$ 77,715.38	\$ 78,492.53	\$ 79,277.46	\$ 80,070.23	\$ 80,870.93	\$ 81,679.64	\$ 82,496.44	\$ 83,321.41	\$ 84,154.62	\$ 84,996.17	\$ 85,846.13	\$ 86,704.59	\$ 87,571.63	\$ 88,447.35	\$ 89,331.82	\$ 90,225.14	\$ 91,127.39	\$ 92,038.67	\$ 92,959.05
P55	\$ 81,715.60	\$ 82,532.75	\$ 83,358.08	\$ 84,191.66	\$ 85,033.58	\$ 85,883.91	\$ 86,742.75	\$ 87,610.18	\$ 88,486.28	\$ 89,371.14	\$ 90,264.86	\$ 91,167.50	\$ 92,079.18	\$ 92,999.97	\$ 93,929.97	\$ 94,869.27	\$ 95,817.96	\$ 96,776.14	\$ 97,743.90	\$ 98,721.34	\$ 99,708.56	\$ 100,705.64
P56	\$ 88,001.41	\$ 88,881.43	\$ 89,770.24	\$ 90,667.94	\$ 91,574.62	\$ 92,490.37	\$ 93,415.27	\$ 94,349.42	\$ 95,292.92	\$ 96,245.85	\$ 97,208.31	\$ 98,180.39	\$ 99,162.19	\$ 100,153.81	\$ 101,155.35	\$ 102,166.91	\$ 103,188.58	\$ 104,220.46	\$ 105,262.67	\$ 106,315.29	\$ 107,378.45	\$ 108,452.23
P57	\$ 100,573.04	\$ 101,578.77	\$ 102,594.56	\$ 103,620.51	\$ 104,656.71	\$ 105,703.28	\$ 106,760.31	\$ 107,827.91	\$ 108,906.19	\$ 109,995.25	\$ 111,095.21	\$ 112,206.16	\$ 113,328.22	\$ 114,461.50	\$ 115,606.12	\$ 116,762.18	\$ 117,929.80	\$ 119,109.10	\$ 120,300.19	\$ 121,503.19	\$ 122,718.22	\$ 123,945.41
P58	\$ 119,430.49	\$ 120,624.79	\$ 121,831.04	\$ 123,049.35	\$ 124,279.84	\$ 125,522.64	\$ 126,777.87	\$ 128,045.65	\$ 129,326.10	\$ 130,619.36	\$ 131,925.56	\$ 133,244.81	\$ 134,577.26	\$ 135,923.03	\$ 137,282.26	\$ 138,655.09	\$ 140,041.64	\$ 141,442.05	\$ 142,856.48	\$ 144,285.04	\$ 145,727.89	\$ 147,185.17
P59	\$ 150,859.56	\$ 152,368.16	\$ 153,891.84	\$ 155,430.76	\$ 156,985.07	\$ 158,554.92	\$ 160,140.47	\$ 161,741.87	\$ 163,359.29	\$ 164,992.88	\$ 166,642.81	\$ 168,309.24	\$ 169,992.33	\$ 171,692.25	\$ 173,409.18	\$ 175,143.27	\$ 176,894.70	\$ 178,663.65	\$ 180,450.28	\$ 182,254.79	\$ 184,077.34	\$ 185,918.11
F0	\$ 53,429.43	\$ 53,963.72	\$ 54,503.36	\$ 55,048.39	\$ 55,598.88	\$ 56,154.87	\$ 56,716.41	\$ 57,283.58	\$ 57,856.41	\$ 58,434.98	\$ 59,019.33	\$ 59,609.52	\$ 60,205.62	\$ 60,807.67	\$ 61,415.75	\$ 62,029.91	\$ 62,650.21	\$ 63,276.71	\$ 63,909.48	\$ 64,548.57	\$ 65,194.06	\$ 65,846.00
F1	\$ 56,572.34	\$ 57,138.06	\$ 57,709.44	\$ 58,286.53	\$ 58,869.40	\$ 59,458.09	\$ 60,052.67	\$ 60,653.20	\$ 61,259.73	\$ 61,872.33	\$ 62,491.05	\$ 63,115.96	\$ 63,747.12	\$ 64,384.60	\$ 65,028.44	\$ 65,678.73	\$ 66,335.51	\$ 66,998.87	\$ 67,668.86	\$ 68,345.55	\$ 69,029.00	\$ 69,719.29
F2	\$ 59,715.24	\$ 60,312.40	\$ 60,915.52	\$ 61,524.67	\$ 62,139.92	\$ 62,761.32	\$ 63,388.93	\$ 64,022.82	\$ 64,663.05	\$ 65,309.68	\$ 65,962.78	\$ 66,622.41	\$ 67,288.63	\$ 67,961.52	\$ 68,641.13	\$ 69,327.54	\$ 70,020.82	\$ 70,721.03	\$ 71,428.24	\$ 72,142.52	\$ 72,863.95	\$ 73,592.58
F3	\$ 62,858.15	\$ 63,486.73	\$ 64,121.60	\$ 64,762.82	\$ 65,410.44	\$ 66,064.55	\$ 66,725.19	\$ 67,392.45	\$ 68,066.37	\$ 68,747.03	\$ 69,434.50	\$ 70,128.85	\$ 70,830.14	\$ 71,538.44	\$ 72,253.82	\$ 72,976.36	\$ 73,706.13	\$ 74,443.19	\$ 75,187.62	\$ 75,939.49	\$ 76,698.89	\$ 77,465.88
F4	\$ 72,286.87	\$ 73,009.74	\$ 73,739.84	\$ 74,477.24	\$ 75,222.01	\$ 75,974.23	\$ 76,733.97	\$ 77,501.31	\$ 78,276.33	\$ 79,059.09	\$ 79,849.68	\$ 80,648.18	\$ 81,454.66	\$ 82,269.21	\$ 83,091.90	\$ 83,922.82	\$ 84,762.04	\$ 85,609.66	\$ 86,465.76	\$ 87,330.42	\$ 88,203.72	\$ 89,085.76
F5	\$ 81,715.60	\$ 82,532.75	\$ 83,358.08	\$ 84,191.66	\$ 85,033.58	\$ 85,883.91	\$ 86,742.75	\$ 87,610.18	\$ 88,486.28	\$ 89,371.14	\$ 90,264.86	\$ 91,167.50	\$ 92,079.18	\$ 92,999.97	\$ 93,929.97	\$ 94,869.27	\$ 95,817.96	\$ 96,776.14	\$ 97,743.90	\$ 98,721.34	\$ 99,708.56	\$ 100,705.64
F6	\$ 88,001.41	\$ 88,881.43	\$ 89,770.24	\$ 90,667.94	\$ 91,574.62	\$ 92,490.37	\$ 93,415.27	\$ 94,349.42	\$ 95,292.92	\$ 96,245.85	\$ 97,208.31	\$ 98,180.39	\$ 99,162.19	\$ 100,153.81	\$ 101,155.35	\$ 102,166.91	\$ 103,188.58	\$ 104,220.46	\$ 105,262.67	\$ 106,315.29	\$ 107,378.45	\$ 108,452.23
F7	\$ 94,287.23	\$ 95,230.10	\$ 96,182.40	\$ 97,144.22	\$ 98,115.67	\$ 99,096.82	\$ 100,087.79	\$ 101,088.67	\$ 102,099.56	\$ 103,120.55	\$ 104,151.76	\$ 105,193.27	\$ 106,245.21	\$ 107,307.66	\$ 108,380.74	\$ 109,464.54	\$ 110,559.19	\$ 111,664.78	\$ 112,781.43	\$ 113,909.24	\$ 115,048.33	\$ 116,198.82
F8	\$ 100,573.04	\$ 101,578.77	\$ 102,594.56	\$ 103,620.51	\$ 104,656.71	\$ 105,703.28	\$ 106,760.31	\$ 107,827.91	\$ 108,906.19	\$ 109,995.25	\$ 111,095.21	\$ 112,206.16	\$ 113,328.22	\$ 114,461.50	\$ 115,606.12	\$ 116,762.18	\$ 117,929.80	\$ 119,109.10	\$ 120,300.19	\$ 121,503.19	\$ 122,718.22	\$ 123,945.41
F9	\$ 119,430.49	\$ 120,624.79	\$ 121,831.04	\$ 123,049.35	\$ 124,279.84	\$ 125,522.64	\$ 126,777.87	\$ 128,045.65	\$ 129,326.10	\$ 130,619.36	\$ 131,925.56	\$ 133,244.81	\$ 134,577.26	\$ 135,923.03	\$ 137,282.26	\$ 138,655.09	\$ 140,041.64	\$ 141,442.05	\$ 142,856.48	\$ 144,285.04	\$ 145,727.89	\$ 147,185.17
F10	\$ 150,859.56	\$ 152,368.16	\$ 153,891.84	\$ 155,430.76	\$ 156,985.07	\$ 158,554.92	\$ 160,140.47	\$ 161,741.87	\$ 163,359.29	\$ 164,992.88	\$ 166,642.81	\$ 168,309.24	\$ 169,992.33	\$ 171,692.25	\$ 173,409.18	\$ 175,143.27	\$ 176,894.70	\$ 178,663.65	\$ 180,450.28	\$ 182,254.79	\$ 184,077.34	\$ 185,918.11
C1	\$ 53,429.43	\$ 53,963.72	\$ 54,503.36	\$ 55,048.39	\$ 55,598.88	\$ 56,154.87	\$ 56,716.41	\$ 57,283.58	\$ 57,856.41	\$ 58,434.98	\$ 59,019.33	\$ 59,609.52	\$ 60,205.62	\$ 60,807.67	\$ 61,415.75	\$ 62,029.91	\$ 62,650.21	\$ 63,276.71	\$ 63,909.48	\$ 64,548.57	\$ 65,194.06	\$ 65,846.00
C2	\$ 54,686.59	\$ 55,233.46	\$ 55,785.79	\$ 56,343.65	\$ 56,907.09	\$ 57,476.16	\$ 58,050.92	\$ 58,631.43	\$ 59,217.74	\$ 59,809.92	\$ 60,408.02	\$ 61,012.10	\$ 61,622.22	\$ 62,238.44	\$ 62,860.83	\$ 63,489.43	\$ 64,124.33	\$ 64,765.57	\$ 65,413.23	\$ 66,067.36	\$ 66,728.03	\$ 67,395.31
C3	\$ 56,572.34	\$ 57,138.06	\$ 57,709.44	\$ 58,286.53	\$ 58,869.40	\$ 59,458.09	\$ 60,052.67	\$ 60,653.20	\$ 61,259.73	\$ 61,872.33	\$ 62,491.05	\$ 63,115.96	\$ 63,747.12	\$ 64,384.60	\$ 65,028.44	\$ 65,678.73	\$ 66,335.51	\$ 66,998.87	\$ 67,668.86	\$ 68,345.55	\$ 69,029.00	\$ 69,719.29
C4	\$ 72,286.87	\$ 73,009.74	\$ 73,739.84	\$ 74,477.24	\$ 75,222.01	\$ 75,974.23	\$ 76,733.97	\$ 77,501.31	\$ 78,276.33	\$ 79,059.09	\$ 79,849.68	\$ 80,648.18	\$ 81,454.66	\$ 82,269.21	\$ 83,091.90	\$ 83,922.82	\$ 84,762.04	\$ 85,609.66	\$ 86,465.76	\$ 87,330.42	\$ 88,203.72	\$ 89,085.76
C5	\$ 81,715.60	\$ 82,532.75	\$ 83,358.08	\$ 84,191.66	\$ 85,033.58	\$ 85,883.91	\$ 86,742.75	\$ 87,610.18	\$ 88,486.28	\$ 89,371.14	\$ 90,264.86	\$ 91,167.50	\$ 92,079.18	\$ 92,999.97	\$ 93,929.97	\$ 94,869.27	\$ 95,817.96	\$ 96,776.14	\$ 97,743.90	\$ 98,721.34	\$ 99,708.56	\$ 100,705.64
C6	\$ 100,573.04	\$ 101,578.77	\$ 102,594.56	\$ 103,620.51	\$ 104,656.71	\$ 105,703.28	\$ 106,760.31	\$ 107,827.91	\$ 108,906.19	\$ 109,995.25	\$ 111,095.21	\$ 112,206.16	\$ 113,328.22	\$ 114,461.50	\$ 115,606.12	\$ 116,762.18	\$ 117,929.80	\$ 119,109.10	\$ 120,300.19	\$ 121,503.19	\$ 122,718.22	\$ 123,945.41
C7	\$ 125,716.30	\$ 126,973.46	\$ 128,243.20	\$ 129,525.63	\$ 130,820.89	\$ 132,129.10	\$ 133,450.39	\$ 134,784.89	\$ 136,132.74	\$ 137,494.07	\$ 138,869.01	\$ 140,257.70	\$ 141,660.28	\$ 143,076.88	\$ 144,507.65	\$ 145,952.72	\$ 147,412.25	\$ 148,886.37	\$ 150,375.24	\$ 151,878.99	\$ 153,397.78	\$ 154,931.76

**File Attachments for Item:**

**7. 1st Reading-** An Ordinance adopting non-operating budgets for the fiscal year 2024 beginning July 1, 2023 and ending June 30, 2024, for certain funds of the Consolidated Government of Columbus, Georgia, and appropriating the amounts shown in each budget. (Budget Review Committee)



## AN ORDINANCE

AN ORDINANCE ADOPTING NON-OPERATING BUDGETS FOR THE FISCAL YEAR 2024 BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, FOR CERTAIN FUNDS OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA, AND APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET.

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### THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS, AS FOLLOWS:

#### SECTION 1.

The non-operating budgets for FY24 are proposed in the amount set forth in each section and as outlined in the following sections of the ordinance.

#### SECTION 2.

The Urban Development Action Grant Fund proposed in the amount of \$10,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for activities under the grant program.

#### SECTION 3.

The HOME Program Fund proposed in the amount of \$1,071,257 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for purposes related to the Home Investment Partnership Program.

#### SECTION 4.

The Multi-Governmental Fund Budget proposed in the amount of \$9,498,437 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to fund programs from various state and federal agencies.

#### SECTION 5.

The American Rescue Plan Fiscal Recovery Fund Budget proposed in the amount of \$50,033,989 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for monies received from the

Federal and State government.

#### SECTION 6.

The Hotel/Motel Tax Fund proposed in the amount of \$5,800,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide funding for CCVB and programs and activities identified in the Master Tourism Plan.

#### SECTION 7.

The Police Forfeiture Fund proposed in the amount of \$100,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for monies received from federal and state forfeitures.

#### SECTION 8.

The County Drug Abuse Treatment Fund proposed in the amount of \$85,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for the provision of drug abuse treatment and education programs related to controlled substances and marijuana.

#### SECTION 9.

The VICE/Special Operations Forfeiture Fund proposed in the amount of \$300,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to provide law enforcement activities.

#### SECTION 10.

The Penalty and Assessment Fund proposed in the amount of \$1,200,000 for the Consolidated Government of Columbus, Georgia covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for the operation and staffing of correctional, detention and jail facilities.

#### SECTION 11.

The Sheriff Forfeiture Fund proposed in the amount of \$50,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, for monies received from federal and state forfeitures.

## SECTION 12.

The Benning Technology Park Tax Allocation District Fund proposed in the amount of \$25,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes within the boundaries of the Benning Technology Park Tax Allocation District whose designated boundaries includes 51 tax parcels and 299 acres located within the confines of the Southeast Columbus Redevelopment Area.

## SECTION 13.

The 6<sup>th</sup> Avenue/Liberty District Tax Allocation District Fund proposed in the amount of \$300,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes within the boundaries of the 6<sup>th</sup> Avenue/Liberty District Tax Allocation District whose designated boundaries includes 599 tax parcels and 296 acres located within the boundaries of the River District Redevelopment Area.

## SECTION 14.

The Uptown District Tax Allocation District Fund proposed in the amount of \$1,000,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes within the boundaries of the Uptown Tax Allocation District whose designated boundaries includes 389 tax parcels and 194 acres located within the boundaries of the River District Redevelopment Area.

## SECTION 15.

The 2<sup>nd</sup> Avenue/City Village Tax Allocation District Fund proposed in the amount of \$415,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes within the boundaries of the 2<sup>nd</sup> Avenue/City Village Tax Allocation District whose designated boundaries includes 990 tax parcels and 371 acres located within the boundaries of the River District Redevelopment Area.

## SECTION 16.

The MidTown West Tax Allocation District Fund proposed in the amount of \$748,000 for

the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes within the boundaries of the MidTown West Tax Allocation District whose designated boundaries includes 942 tax parcels and 325.1 acres located within the boundaries of the MidTown Redevelopment Area.

#### SECTION 17.

The MidTown East Tax Allocation District Fund proposed in the amount of \$25,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes within the boundaries of the MidTown East Tax Allocation District whose designated boundaries includes 61 tax parcels and 92.9 acres located within the boundaries of the MidTown Redevelopment Area.

#### SECTION 18.

The Midland Commons Tax Allocation District Fund proposed in the amount of \$60,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes whose designated boundaries includes five (5) tax parcels and approximately 289 acres located within the boundaries of the Midland Commons Redevelopment Area.

#### SECTION 19.

The South Columbus River District Tax Allocation District Fund proposed in the amount of \$2,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for tax allocation increments received from the levy and collection of real and personal property taxes whose designated boundaries includes six (6) tax parcels and approximately 212 acres located within the boundaries of the South Columbus River District Redevelopment Area.

#### SECTION 20.

The Law Library Fund proposed in the amount of \$300,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for certain fees received from the various courts of the Government. The resources are restricted by state law for support of the Law Library.

## SECTION 21.

The 2021 Sales Tax Proceeds Fund proposed in the amount of \$43,000,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for the monies received from the 2021 special purpose local option sales tax.

## SECTION 22.

The Special (Capital) Projects Fund proposed in the amount of \$21,535,117 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to fund activities supported by the General, Stormwater (Sewer), Paving funds.

## SECTION 23.

The Transportation Special Purpose Local Option Sales Tax (TSPLOST) Fund proposed in the amount of \$55,350,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to fund activities supported by the TSPLOST project and discretionary funds.

## SECTION 24.

The 1999 Sales Tax Proceeds Account Project Fund proposed in the amount of \$4,729,190 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for projects supported by the 1999 sales tax.

## SECTION 25.

The Columbus Building Authority Revenue Bonds, 2003A Series Fund proposed in the amount of \$445,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, such as storm water enhancements.

## SECTION 26.

The Columbus Building Authority Revenue Bonds, 2003B Series Fund proposed in the amount of \$4,581,804 for the Consolidated Government of Columbus, Georgia covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as

the budget for the Consolidated Government of Columbus, Georgia, to account for the projects of the 2003 taxable lease revenue bonds for the construction of a parking garage.

#### SECTION 27.

The Columbus Building Authority Lease Revenue Bonds, 2018 Series Fund proposed in the amount of \$130,000 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for projects of the 2018 lease revenue bond for construction and equipping of life safety improvements at the Government Center, renovation of the South Commons Softball Park, and to conduct a needs assessment study for a new Judicial and Government Center.

#### SECTION 28.

The Columbus Building Authority Lease Revenue Bonds, 2022A Series Fund proposed in the amount of \$9,497,288 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for projects of the 2022A lease revenue bond for the acquisition of approximately 3.5932 acres of land in downtown Columbus, together with buildings, a parking deck and related facilities thereon lactated, and the renovation and improvement of such buildings, structures, and related facilities for use by Columbus in the performance of its governmental, administrative, and proprietary functions.

#### SECTION 29.

The Columbus Building Authority Lease Revenue Bonds, 2022B Series Fund proposed in the amount of \$105,457 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for projects of the 2022B lease revenue bond for the acquisition of approximately 3.5932 acres of land in downtown Columbus, together with buildings, a parking deck and related facilities thereon lactated, and the renovation and improvement of such buildings, structures, and related facilities for use by Columbus in the performance of its governmental, administrative, and proprietary functions.

#### SECTION 30.

The 2021 Sales Tax Proceeds Project Fund proposed in the amount of \$33,201,349 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to fund projects supported by the 2021 Sales Tax Proceeds Account including Road projects and acquisition, construction and equipping of various Capital projects.



## SECTION 31.

The G.O. Sales Tax Bonds, Series 2022 Fund proposed in the amount of \$150,038,947 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for proceeds from the 2022 G.O. sales tax bonds for acquiring, constructing, and equipping of new judicial facilities.

## SECTION 32.

The Family and Youth Coalition Fund proposed in the amount of \$52,500 for the Consolidated Government of Columbus, Georgia, covering the fiscal year beginning July 1, 2023 and ending June 30, 2024, is hereby approved and adopted as the budget for the Consolidated Government of Columbus, Georgia, to account for monies received from the state of Georgia for Family, Youth and Coalition services.

## SECTION 33.

Within the overall budget limitations, authority is hereby delegated to the City Manager, or the Finance Director when acting on the authority delegated by the City Manager, to affect such intra-fund transfers of appropriation and revenue anticipation as may be deemed necessary to the effective performance and delivery of services approved herein. The funds contained in this Ordinance may be increased or decreased without immediate Council approval but will be submitted to Council in periodic adjustments. Authority is extended to the City Manager, or the Finance Director on the authority delegated by the City Manager to affect any carryovers necessary for the continued operation of any of the non-operating funds.

## SECTION 34.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting held on the 20<sup>th</sup> day of June, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begly voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.

Councilor Thomas voting \_\_\_\_\_.

Councilor Tucker voting \_\_\_\_\_.

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Sandra T. Davis, Clerk of Council

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B.H. “Skip” Henderson, III, Mayor

**File Attachments for Item:**

**8. 1st Reading-** An Ordinance providing for contributions to the Columbus, Georgia General Government Employees' Pension Plan for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (Budget Review Committee)

## AN ORDINANCE

NO \_\_\_\_\_

An Ordinance providing for contributions to the Columbus, Georgia General Government Employees' Pension Plan for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

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WHEREAS, Ordinances heretofore adopted by the Council of Columbus, Georgia provided for Governmental Contributions to the Employees' Retirement Plan; and

WHEREAS, Actuarial Consultants have evaluated the Plan and thus determined that the amount of \$5,688,400 is required to fund the Plan in the fiscal year ending June 30, 2024. The annual amount to be prorated among the Consolidated Government of Columbus, Georgia, the Columbus Board of Water Commissioners, the Hospital Authority of Columbus, and the Columbus Airport Commission based on actual earnings of the active participants in the Plan for the previous fiscal year is as follows: Consolidated Government, 66.17% or \$3,764,014; Columbus Board of Water Commissioners, 20.71% or \$1,178,068; Hospital Authority of Columbus, 11.57% or \$658,148 and Columbus Airport Commission, 1.55% or \$88,170.

NOW THEREFORE THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

That the following named agencies shall make the following monthly contributions for fiscal year 2024 to the Finance Director of the Consolidated Government as their prorated share of the contributions, payable the first of each month:

Consolidated Government	\$ 313,667.83
Columbus Board of Water Commissioners	\$ 98,172.33
Hospital Authority of Columbus	\$ 54,845.67
Columbus Airport Commission	\$ 7,347.50

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Introduced at a regular meeting of the Council of Columbus, Georgia, held the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting of said Council held on the 20<sup>th</sup> day of June, 2023, an adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____
Councilor Barnes voting	_____
Councilor Begly voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____
Councilor Davis voting	_____
Councilor Garrett voting	_____
Councilor Huff voting	_____
Councilor Thomas voting	_____
Councilor Tucker voting	_____

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, III, Mayor

Agenda Item #

**Columbus Consolidated Government  
Council Meeting**

June 13, 2023

Agenda Report #

TO: Mayor and Council

SUBJECT: **Pension Plan Funding Ordinances**

INITIATED: Human Resources Department

**Recommendation:** Approve pension ordinances that provide governmental contributions to the Columbus, Georgia Employees' Pension Plans for the fiscal year beginning July 1, 2023.

**Background:** Annual contributions are required to fund the following Pension Plans based on the July 1, 2022 Actuarial Valuation prepared by Southern Actuarial Services and approved by the Board of Trustees of the Pension Fund:

1. Columbus, Georgia Employees' Pension Plan for General Government Employees
2. Columbus, Georgia Employees' Pension Plan for Employees of the Department of Public Safety
3. Columbus, Georgia Employees Major Disability Income Plan
4. Columbus, Georgia Employees Death Benefit Escrow Plan

**Analysis:** There is a budgetary and financial impact.

**Legal:** The City Attorney has reviewed a copy of the "Pension Plan Funding Ordinances" and approved them as to form.

**Financial Considerations:** Funding of the minimum required contributions beginning July 1, 2023 through June 30, 2024.

**Recommendation/Actions:** Finance and Human Resources recommend the approval of the above ordinances.

**File Attachments for Item:**

**9. 1st Reading-** An Ordinance providing for the governmental contributions to the Columbus, Georgia Pension Plan for employees of the Department of Public Safety for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (Budget Review Committee)



## AN ORDINANCE

NO \_\_\_\_\_

An Ordinance providing for the governmental contributions to the Columbus, Georgia Pension Plan for employees of the Department of Public Safety for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

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WHEREAS, Ordinances heretofore adopted by the Council of Columbus, Georgia provided for governmental contributions to the Public Safety Employees' Pension Plan for the benefit of eligible employees; and

WHEREAS, the Actuarial Consultants have evaluated the Public Safety Employees' Pension Plan and thus determined that the funding required for fiscal year ending June 30, 2024 is \$12,036,127. The annual amount to be prorated among the CCG Public Safety Employees is 99.25% or \$11,945,856 and Columbus Airport Commission Public Safety Employees is 0.75% or \$90,271.

## NOW THEREFORE THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

That the following named agencies shall make the following monthly contributions for fiscal year 2024 to the Finance Director of the Consolidated Government as their prorated share of the contributions, payable the first of each month:

Consolidated Government	\$ 995,488.00
Columbus Airport Commission	\$ 7,522,58

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Introduced at a regular meeting of the Council of Columbus, Georgia, held the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting of said Council held on the 20<sup>th</sup> day of June, 2023, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____
Councilor Barnes voting	_____
Councilor Begly voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____
Councilor Davis voting	_____
Councilor Garrett voting	_____
Councilor Huff voting	_____
Councilor Thomas voting	_____
Councilor Tucker voting	_____

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, III, Mayor

**File Attachments for Item:**

**10. 1st Reading-** An Ordinance providing for Government funding of a Major Disability Income Plan for the fiscal year beginning July 1, 2023 and ending June 30, 2024.(Budget Review Committee)

## AN ORDINANCE

NO \_\_\_\_\_

An Ordinance providing for Government funding of a Major Disability Income Plan for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

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WHEREAS, Ordinances heretofore adopted by the Council of Columbus, Georgia established a Major Disability Income Plan for employees; and

WHEREAS, Actuarial Consultants have evaluated the Major Disability Income Plan and thus determined that the amount of \$284,123 is required to fund the Plan for the fiscal year ending June 30, 2024. The annual amount to be prorated among the Consolidated Government of Columbus, Georgia, the Columbus Board of Water Commissioners, the Hospital Authority of Columbus, and the Columbus Airport Commission based on actual earnings of the active participants in the Plan for the previous fiscal year is as follows: Consolidated Government 81.49% or \$231,532; Columbus Board of Water Commissioners, 11.12% or \$31,594; Hospital Authority of Columbus, 6.21% or \$17,644, and the Columbus Airport Commission, 1.18 % or \$3,353.

## NOW THEREFORE THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

That the following named agencies shall make the following contributions for fiscal year 2024 to the Finance Director of the Consolidated Government as their prorated share of the cost of the Major Disability Income Plan by July 15<sup>th</sup>:

Consolidated Government	\$ 231,532
Columbus Board of Water Commissioners	\$ 31,594
Hospital Authority of Columbus	\$ 17,644
Columbus Airport Commission	\$ 3,353

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Introduced at a regular meeting of the Council of Columbus, Georgia, held the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting of said Council held on the 20<sup>th</sup> day of June, 2023, an adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____
Councilor Barnes voting	_____
Councilor Begly voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____
Councilor Davis voting	_____
Councilor Garrett voting	_____
Councilor Huff voting	_____
Councilor Thomas voting	_____
Councilor Tucker voting	_____

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, III, Mayor

**File Attachments for Item:**

**11. 1st Reading-** An Ordinance providing for Government funding of a Death Benefit Escrow for the fiscal year beginning July 1, 2023 and ending June 30, 2024. (Budget Review Committee)

AN ORDINANCE

NO \_\_\_\_\_

An Ordinance providing for Government funding of a Death Benefit Escrow for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

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WHEREAS, Ordinances heretofore adopted by the Council of Columbus, Georgia provided a Death Benefit Escrow Fund for employees; and

WHEREAS, Actuarial Consultants have evaluated the Death Benefit Escrow Plan and thus determined that the amount of \$249,038 is required to fund the Plan for fiscal year ending June 30, 2024. The annual amount to be prorated among the Consolidated Government of Columbus, Georgia, the Columbus Board of Water Commissioners, the Hospital Authority of Columbus, and the Columbus Airport Commission based on actual earnings of active participants in the Plan for the previous fiscal year is as follows: Consolidated Government, 81.49% or \$202,941; Columbus Board of Water Commissioners, 11.12% or \$27,693; Hospital Authority of Columbus, 6.21% or \$15,465, and the Columbus Airport Commission, 1.18% or \$2,939.

NOW THEREFORE THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

That the following named agencies shall make the following contributions for fiscal year 2024 to the Finance Director of the Consolidated Government as their prorated share of the cost of the Death Benefit Escrow Fund by July 15<sup>th</sup>:

Consolidated Government	\$ 202,941
Columbus Board of Water Commissioners	\$ 27,693
Hospital Authority of Columbus	\$ 15,465
Columbus Airport Commission	\$ 2,939

-----  
Introduced at a regular meeting of the Council of Columbus, Georgia, held the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting of said Council held on the 20<sup>th</sup> day of June, 2023, an adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____
Councilor Barnes voting	_____
Councilor Begly voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____
Councilor Davis voting	_____
Councilor Garrett voting	_____
Councilor Huff voting	_____
Councilor Thomas voting	_____
Councilor Tucker voting	_____

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, III, Mayor

**File Attachments for Item:**

**12. 1st Reading-** An Ordinance amending Article VII of Chapter 13 of the Columbus Code Solid Waste Collection and Disposal by updating the guidelines for an offset to the residential rate for low-income households; and for other purposes. (Budget Review Committee)



## AN ORDINANCE

No. \_\_\_\_\_

An Ordinance amending Article VII of Chapter 13 of the Columbus Code Solid Waste Collection and Disposal by updating the guidelines for an offset to the residential rate for low-income households; and for other purposes.

## THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

## SECTION 1.

Paragraph 13-169.1 (a)(2) of the Columbus Code of Ordinances is hereby deleted in its entirety and a new Section 13-169.1 (a)(2) is inserted to read as follows:

- (a)
- (2) An offset of 25% per month, rounded to the nearest dime, for a low-income household collection service at the curb or on the city right-of-way.
- A low income household is one which receives food stamps, aid to families with dependent children or has a total yearly income below the poverty income line guidelines for family units in the United States set by the United States Department of Health and Human Services, or its successor, said guidelines now being set forth presently in the Federal Register, Vol. 88, No. 12, January 19, 2023 (Document no. 2023-00885), pp. 3424-3425 as follows:

SIZE OF FAMILY UNIT	POVERTY
1	\$ 14,580
2	\$ 19,720
3	\$ 24,860
4	\$ 30,000
5	\$ 35,140
6	\$ 40,280
7	\$ 45,420
8	\$ 50,560
For each additional person, add	\$ 5,140

“Such guidelines will be adjusted annually according to the Federal Register.”

## SECTION 2.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 13<sup>th</sup> day of June, 2023; introduced a second time at a regular meeting of said Council held on the 20<sup>th</sup> day of June, 2023, an adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____
Councilor Barnes voting	_____
Councilor Begly voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____
Councilor Davis voting	_____
Councilor Garrett voting	_____
Councilor Huff voting	_____
Councilor Thomas voting	_____
Councilor Tucker voting	_____

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson, III, Mayor

**File Attachments for Item:**

**13. 1st Reading-**An Ordinance to amend Section 20-21.1 of the Columbus Code to expand the authorized routes which may be used by Personal Transportation Vehicles (PTV's) which comply with all other conditions of the code section; and for other purposes. (Councilor Cogle)

**AN ORDINANCE**  
**NO. \_\_\_\_\_**

An Ordinance to amend Section 20-21.1 of the Columbus Code to expand the authorized routes which may be used by Personal Transportation Vehicles (PTV's) which comply with all other conditions of the code section; and for other purposes.

**THE COUNCIL OF COLUMBUS, GEORGIA HEARBY ORDAINS:**

**SECTION 1.**

Chapter 20 of the Columbus Code is hereby amended to repeal and replace paragraphs (1) and (2) of section 20-21.1 with new paragraphs (1) and (2) to read as follows::

**“Sec. 20-21.1. Personal transportation vehicles.**

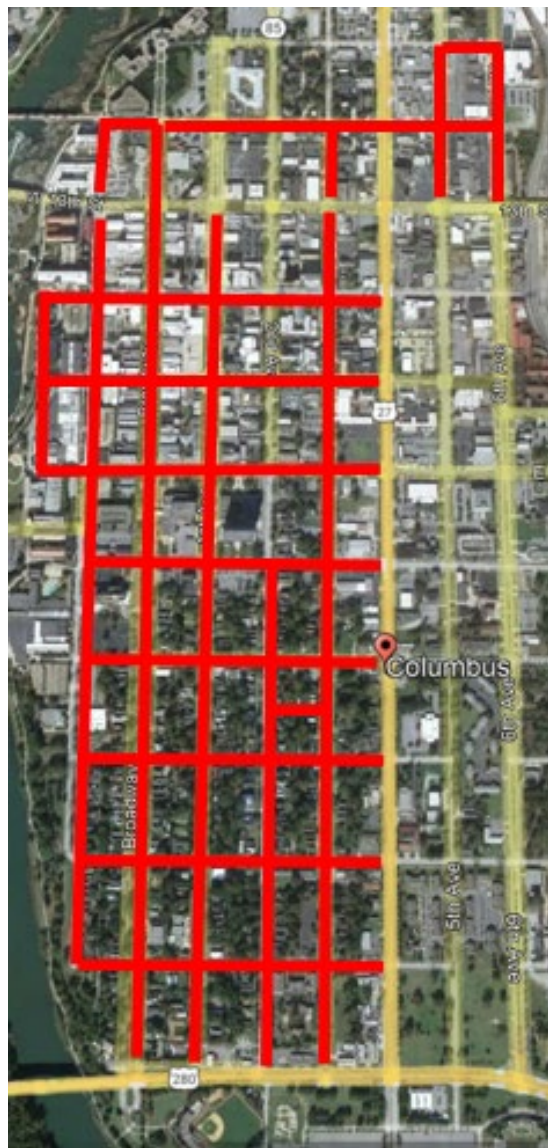
Based on the Columbus Police Chief and the Columbus Traffic Engineer's determination that certain public street segments in Columbus, Georgia are suitable to safely accommodate both regular vehicular traffic and personal transportation vehicles as defined in O.C.G.A. § 40-1-1(43.1)("PTVs"), the use of PTVs will be permitted on the public street segments identified in paragraph (1) and shown on the map incorporated therein, if the conditions set forth in paragraphs (2) through (10) below are complied with.

(1) Personal transportation vehicles (PTVs) may be driven only on the following public street segments:

- Bay Avenue between 10th Street and 12th Street.
- Front Avenue between 5th Street and 14th Street.
- Broadway between 4th Street and 14th Street.
- 1st Avenue from 4th Street to 13th Street.
- 2<sup>nd</sup> Avenue from the north curb of Victory Drive to 9<sup>th</sup> Street. 3rd Avenue from 4th Street to the south curb 13th Street.
- 3<sup>rd</sup> Avenue from 14<sup>th</sup> Street to the north curb of 13th Street
- 5<sup>th</sup> Avenue between 13<sup>th</sup> Street and 15<sup>th</sup> Street.
- 6th Avenue between 13<sup>th</sup> Street and 15<sup>th</sup> Street.
- 5th Street between Front Avenue and the west curb of Veterans Parkway.
- 6th Street between Front Avenue and the west curb of Veterans Parkway.
- 7th Street between Front Avenue and the west curb of Veterans Parkway.
- Chapel Street between 2<sup>nd</sup> and 3<sup>rd</sup> Avenue

- 8th Street between Front Avenue and the west curb of Veterans Parkway.
- 9th Street between Front Avenue and the west curb of Veterans Parkway.
- 10th Street between Bay Avenue and the west curb of Veterans Parkway.
- 11th Street between Bay Avenue and the west curb of Veterans Parkway.
- 12th Street between Bay Avenue and the west curb of Veterans Parkway.
- 14th Street between 6<sup>th</sup> Avenue and the cul-de-sac at the Frank Martin Pedestrian Bridge.
- 15<sup>th</sup> Street between 5<sup>th</sup> Avenue and 6<sup>th</sup> Avenue.

#### MAP OF PTV PERMITTED ROUTES



- (2) PTVs shall not be driven on 13th Street; however, they may cross 13th Street at its intersection with Broadway in accordance with all traffic regulations. PTVs shall not be driven on Second Avenue except between the north curb of Victory Drive to 9<sup>th</sup> Street; however, they may cross Second Avenue at its intersection with 5th Street, 6th Street, 7th Street, 8th Street, 9th Street, 10th Street, 11th Street and 12th Street in accordance with all traffic regulations. W11-11 warning signs, as specified in the Manual of Uniform Traffic Control Devices (MUTCD), shall be installed on 13th Street in both directions and in advance of Broadway to alert drivers of possible PTV crossings.

## SECTION 2.

All ordinances in conflict with this ordinance are hereby repealed.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13th day of June, 2023, introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting	_____
Councilor Barnes	voting	_____
Councilor Begly	voting	_____
Councilor Cogle	voting	_____
Councilor Crabb	voting	_____
Councilor Davis	voting	_____
Councilor Garrett	voting	_____
Councilor Huff	voting	_____
Councilor Thomas	voting	_____
Councilor Tucker	voting	_____

\_\_\_\_\_  
Sandra T. Davis  
Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, III  
Mayor



**File Attachments for Item:**

14. A Resolution concerning The Development Authority of Columbus, Georgia's issuance of bonds to finance facilities to be located in Columbus, Georgia (Request of the Development Authority of Columbus)

## RESOLUTION

NO. \_\_\_\_\_

**A RESOLUTION CONCERNING THE DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA'S ISSUANCE OF BONDS TO FINANCE FACILITIES TO BE LOCATED IN COLUMBUS, GEORGIA**

**WHEREAS**, The Lodge at Magnolia Manor, LLC, a Georgia limited liability company (the "**Obligor**"), whose sole member is Magnolia Manor, Inc., a Georgia nonprofit corporation, wishes to finance a retirement community that will include independent living units, assisted living units, memory care units, and rehabilitation and skilled nursing care facilities to be located at the intersection of Pierce Chapel Road and Veterans Parkway in Columbus, Muscogee County, Georgia (the "**Community**"); and

**WHEREAS**, the Community will be owned and operated by the Obligor; and

**WHEREAS**, on April 13, 2023, the Development Authority of Columbus, Georgia (the "**Authority**") adopted a resolution preliminarily agreeing to issue its revenue bonds in a principal amount not to exceed \$130,000,000 (the "**Bonds**") and to lend the proceeds of the Bonds to the Obligor to provide funds to (a) finance, refinance, or reimburse certain costs of the acquisition, construction, furnishing, and equipping of the Community, (b) fund interest on the Bonds, (c) fund a debt service reserve for the Bonds, (d) fund start-up expenses, and (f) pay certain costs associated with the issuance of the Bonds; and

**WHEREAS**, a public hearing was conducted after a notice more than 7 days prior to such public hearing was published in the *Columbus Ledger-Enquirer*, a newspaper of general circulation in Columbus/Muscogee County ("**Columbus**"), regarding the Bonds and the Columbus Facilities being refinanced with the proceeds of the Bonds; and

**WHEREAS**, the report of the hearing officer regarding such public hearing is attached to this Resolution as Exhibit A; and

**WHEREAS**, the limited purpose of this Resolution is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "**Code**") in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code; and

**WHEREAS**, the Consolidated Government of Columbus, Georgia ("**Columbus, Georgia**") is the appointing authority for the Authority; and

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

1. For the limited purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to applicable provisions of the Code, the issuance of the Bonds by the Authority in the aggregate principal amount not to exceed \$130,000,000 and the financing, refinancing, and reimbursement of costs of

the Community with the proceeds of the Bonds is approved. This approval is given solely for the purpose of compliance with provisions of the Code and in no event shall this approval constitute any obligation on the part of Columbus with respect to the Bonds.

2. The appointment of Jerry G. Peterson as hearing officer for the public hearing is hereby ratified.

3. Such approval by this Council does not constitute an endorsement to a prospective purchaser of the Bonds, and the Bonds shall not constitute an indebtedness or obligation of the of Columbus, Georgia or any of its Boards, Commissions, or Authorities.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 13<sup>th</sup> day of June, 2023 and adopted by the affirmative vote of \_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

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**Sandra Davis**  
Clerk of Council

---

**B.H. "Skip" Henderson, III**  
Mayor

**EXHIBIT A**  
**REPORT OF HEARING OFFICER**

[Attached]

HEARING OFFICER'S CERTIFICATE  
REGARDING PUBLIC HEARING

The undersigned Jerry G. Peterson, hearing officer for Columbus-Muscogee County, Georgia HEREBY CERTIFIES, as follows:

(1) A public hearing by teleconference was duly held on June 9, 2023, at approximately 10:00 a.m., pursuant to proper notice given in accordance with law as to the time and place of this public hearing prior to such public hearing. The public hearing was accessible to the residents of Columbus-Muscogee County, Georgia by calling a toll-free number as permitted by Rev. Proc. 2022-20. Notice of the hearing was published at least 7 days prior to the hearing in *The Macon Telegraph*, a newspaper of general circulation in Columbus-Muscogee County, Georgia. A copy of the notice is attached hereto as Exhibit I.

(2) The hearing officer announced the commencement of the public hearing on the proposed issuance by the Development Authority of Columbus, Georgia (the “**Authority**”) of its Revenue Bonds (The Lodge at Magnolia Manor, LLC Project) Series 2023 in an aggregate principal amount not to exceed \$130,000,000 (the “**Bonds**”). The proceeds of the Bonds will be lent to The Lodge at Magnolia Manor, LLC (the “**Obligor**”), a Georgia limited liability company whose sole member is Magnolia Manor, Inc., a Georgia nonprofit corporation, to be used for the purpose of providing funds to (a) finance, refinance, or reimburse certain costs of the acquisition, construction, furnishing, and equipping of a retirement community that will include independent living units, assisted living units, memory care units, and rehabilitation and skilled nursing care facilities to be located at the intersection of Pierce Chapel Road and Veterans Parkway in Columbus, Muscogee County, Georgia that will be owned and operated by the Obligor, (b) fund interest on the Bonds, (c) fund a debt service reserve for the Bonds, (d) fund start-up expenses, and (f) pay certain costs associated with the issuance of the Bonds.

No one requested to speak at the hearing and no one joined the teleconference to speak on the matter and the hearing officer declared the public hearing closed at 10:07 a.m.

This 9<sup>th</sup> day of June, 2023.



---

Jerry G. Peterson, Hearing Officer for  
Columbus-Muscogee County, Georgia

Exhibit Attached: “A” - Copy of Notice

EXHIBIT I  
NOTICE OF PUBLIC HEARING  
[Attached]



Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23288	424241	Print Legal Ad-IPL01238550 - IPL0123855		\$75.00	2	40 L

**Attention:** Leslie Mannino

BUTLER SNOW - ATLANTA

1170 PEACHTREE STREET NE, SUITE 1900

ATLANTA, GA 30309

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Friday, June 9, 2023, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, will be held on behalf of the Council of Columbus, Georgia with respect to the proposed plan of financing by means of the issuance by the Development Authority of Columbus, Georgia (the "Authority") of its Revenue Bonds (The Lodge at Magnolia Manor, LLC Project) Series 2023 in an aggregate principal amount not to exceed \$130,000,000 (the "Bonds"). The proceeds of the Bonds will be lent to The Lodge at Magnolia Manor, LLC, a Georgia limited liability company (the "Obligor"), whose sole member is Magnolia Manor, Inc., a Georgia nonprofit corporation, to be used for the purpose of providing funds to (a) finance, refinance, or reimburse certain costs of the acquisition, construction, furnishing, and equipping of a retirement community that will include independent living units, assisted living units, memory care units, and rehabilitation and skilled nursing care facilities, to be located at the intersection of Pierce Chapel Road and Veterans Parkway in Columbus, Muscogee County, Georgia (the "Community"), (b) fund interest on the Bonds, (c) fund a debt service reserve for the Bonds, (d) fund start-up expenses, and (f) pay certain costs associated with the issuance of the Bonds. The Community will be owned and operated by the Obligor.

The principal of, premium, if any, and interest on the Bonds will not constitute an indebtedness or liability of the Authority, Columbus, Georgia, Muscogee County, the State of Georgia, or any political subdivision of the State of Georgia, or a charge against their general credit or any taxing powers, but shall be payable solely from the sources provided for in the proceedings pursuant to which the Bonds are issued. The Authority has no taxing power.

Pursuant to Rev. Proc. 2022-20, the hearing will be conducted telephonically. Persons wishing to attend the hearing may do so by dialing the following toll-free number: 1-855-824-4232, followed by the PIN number 678-238-1360.

The hearing will commence at 10:00 a.m. or as soon thereafter as the matter can be heard. Persons desiring to speak at the hearing must make a written request to speak at least 24 hours before the hearing. Interested persons wishing to express their views on the issuance of the Bonds or on the nature or location of the Community may also submit written comments prior to the time of the hearing. Such requests to speak or written comments should be submitted to the Hearing Officer, Jerry G. Peterson, Butler Snow, LLP, 1170 Peachtree Street, N.E., Suite 1900, Atlanta Georgia 30309 or by email at jerry.peterson@butlersnow.com.

THE DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA

IPL0123855

May 23 2023

To whom it may concern:

This is to certify the legal advertisement in the above stated case has been published in the Columbus Ledger-Enquirer, legal organ of Muscogee County on

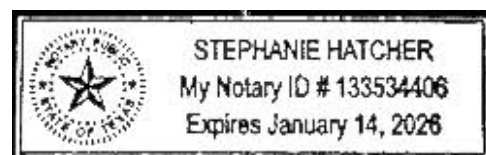
1 insertion(s) published on:

05/23/23

Sworn to and subscribed before me this 24th day of May in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



**File Attachments for Item:**

15. A Motion to Reconsider Resolution No. 187-23 adopted on 5-30-23 which amended Paragraph (2) of Resolution 360-16 to allow parking fees to be charged in all parking garages and parking lots owned by the City in the Uptown Zoning District (UPT) and the Central Riverfront Zoning District (CRD) to include the RiverCenter Garage for certain special events that are anticipated to create extraordinary parking demand and public safety concerns. (Councilor Davis)

## A RESOLUTION

NO. \_\_\_\_

**WHEREAS**, at the October 25, 2016, meeting, Council adopted Resolution 360-16 to remove all parking fees at the RiverCenter garage; and,

**WHEREAS**, it is necessary to amend that resolution to allow parking fees to be charged in all parking garages and parking lots owned by the City in the Uptown Zoning District (UPT) and the Central Riverfront Zoning District (CRD) to include the RiverCenter Garage for certain special events that are anticipated to create extraordinary parking demand and public safety concerns.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:**

That Paragraph 2) of Resolution No. 360-16 is hereby rescinded and replaced with a new paragraph 2) to read as follows:

“2) Special Event parking fees for all City owned parking garages and parking lots in the UPT and CRD Zoning Districts will not be charged, except that the City Manager, as authorized by Council, may impose parking charges for individual Special Events which due to traffic and public safety concerns necessitate such fees.”

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 30th day of May, 2023, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting ____.
Councilor Barnes	voting ____.
Councilor Begly	voting ____.
Councilor Cogle	voting ____.
Councilor Crabb	voting ____.
Councilor Davis	voting ____.
Councilor Garrett	voting ____.
Councilor Huff	voting ____.
Councilor Thomas	voting ____.
Councilor Tucker	voting ____.

Sandra T. Davis  
Clerk of Council

B. H. “Skip” Henderson, III  
Mayor

**File Attachments for Item:**

16. A Resolution amending Resolution No. 361-20 which is the Finance Department's grant policy to provide for audits of the recipients at Council's request. (Councilor Davis)

**A Resolution revising the current Grant Management Policy to Provide for audit of recipient financial information by the Internal Auditor upon request of Council;**

**WHEREAS**, this Council passed Resolution No. 361-20 to update and publish a policy incorporating the best GFOIA practices for grant management; and

**WHEREAS**, this Council wishes to amend the 2020 Grant Management policy to provide that outside entities who are recipients of grants or operating funds of the Consolidated Government or a sub-recipients of State and Federal grant funds administered through the Consolidated Government will be subject to audit by the Internal Auditor upon Resolution of Council.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:**

That the attached Grants Management Policy, as amended, is hereby adopted.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13th day of June, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begly voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, Mayor

# GRANTS FINANCIAL MANAGEMENT POLICY

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## EXECUTIVE SUMMARY

1. Only Columbus Council can grant authority to apply for a grant.
2. Individuals responsible for applying for a grant (throughout this policy referred to as Grant Managers) must first request permission by completing the Grant Request for Application and Checklist and submitting it to the Finance Director by way of Grant Compliance Accountant, and then prepare and submit a resolution and agenda report to Council for approval. The resolution must be reviewed by the Finance Department before placing on the Council agenda.
3. Small grants will be reviewed by Finance to assure that the benefits of the grant outweigh the costs of servicing the grant.
4. Grant Managers are responsible for the accuracy of all information requested in the application. Full compliance is required.
5. Funds applied for must NOT be used to supplant existing funds. Supplanting occurs when the grant funds replace funds already budgeted by the City.
6. Completed applications must be submitted to the Finance Department for review before sending to granting agency.
7. All grant applicants must obtain and use the Grant Request for Application and Checklist from Finance for guidance and compliance throughout the grant startup process.
8. Following all the guidelines in the Grant Request for Application and Checklist will assure that Finance is aware of who the “grant manager” will be (responsible for reporting and reimbursement requests, etc.), what the Finance department’s role will be, who will be submitting the grant to Council for approval, and allow Finance to assist as needed.
9. No grant can be accepted (i.e., no contract initiated) without the approval of Council.
10. Only individuals authorized by Council can sign the grant contract and related forms. This means the Mayor, the City Manager, or their designee, as approved by Council.
11. The grant process is an internal control system. The primary objectives of an internal control system are to safeguard assets, ensure the reliability of accounting data, and to comply with management policies and grant terms and conditions.
12. Operating controls help assure that procedures are used efficiently and effectively and in accordance with management policies. These controls include written procedures, budgetary systems, performance measurement, financial record keeping and systems to assure compliance with grant terms and conditions and federal requirements.

13. Grant managers are responsible for assuring that the program operates fully in compliance with all Columbus Consolidated Government policies and procedures, including the city's procurement ordinance.
14. Grants must abide by any control procedures mandated by the grant in its terms and conditions whenever these procedures are more restrictive than those required by the City.
15. Grant managers must assure that each subcontractor or sub recipient is aware of and abides by all applicable policies and procedures.
16. Grant duties must be segregated to insure that no employee is in a position to authorize, execute and approve any transaction.
17. Only personnel with the proper authorization are allowed to purchase goods and services.
18. Accounting controls should be in place to facilitate timely review of all financial activity, with internal audits as necessary.
19. Compliance controls should be in place to ensure the proper disbursement and usage of grant funds, that matching requirements are followed, and that other requirements or limitations have been complied.
20. Those personnel directly involved in the execution of grant programs should be thoroughly familiar with the controls placed upon each grant, as these controls may vary tremendously from one grant to another.
21. When sub grantees or subcontractors are involved, the grant manager(s) must be able to document the sub grantee's/subcontractor's compliance with all grant reporting, record keeping, and internal operating and accounting control requirements. This includes reviewing audit reports for the previous year as well as for each year that the contract is in force.
22. The grantee department must not make any award, either through sub grant or contract, at any tier, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
23. The grantee department is also responsible for ensuring that the sub grantee complies with all applicable City of Columbus policies and procedures related to the execution of the grant, such as proper purchasing policies and procedures and federal employment guidelines.
24. Any sub grant/subcontract must indicate any clauses required by federal statute and executive orders and their implementing regulations.
25. Grantees (and sub grantees where involved) must maintain records that adequately identify the source and application of funds provided for financially assisted activities.

26. If the method used for financial reporting is inconsistent with the modified accrual method used by the City's accounting system, then all grant financial reports must be reconciled by the grant manager with the City's general ledger for the period being reported.
27. Most grants will be set up in the Multi-Grant Fund (Fund 216) using the City's General Ledger Chart of Accounts, with the appropriate department number and a unique unit number to segregate the revenues and expenditures of each grant from all others.
28. The budget established for the grant must not exceed the total amount of the grant plus any local cash matching funds that may be a part of the grant program.
29. The budget must be at a level of detail that is at least equal to that dictated by the grant.
30. The Grant Manager must abide by the policies and procedures outlined in the grant's contract dealing with line item budget overruns and budget amendments.
31. Under no circumstance is the grant allowed to exceed its total budgeted expenditures without prior approval of the Finance Director, City Manager, and City Council.
32. The Grant Manager is responsible for assuring that their grant financial reports reconcile with the expenditures and revenues for the same period on the reports generated for the grant by the Grant Compliance Accountant.
33. Cash management policies dictated by the grant will supercede the City's policies ONLY when the grant's policies are more restrictive than the City's.
34. Reimbursement requests and drawdowns should occur as soon after the corresponding expenditures as possible in order to maximize cash flow and minimize outstanding receivables.
35. Because the City provides the operating funds for the grant programs, late grant reimbursements result in cash outlays that the City needs for its daily operations.
36. All source documents (i.e., purchase documents, contracts, time and attendance records, delivery receipts, vendor invoices, and reimbursement/advance requests) must be kept on file by grant personnel.
37. A copy of all source documents must be sent to the Grant Compliance Accountant. In keeping with OMB requirements beginning in FY16, machine-readable (digital) transmission (i.e., computer-generated or scanned documents) is required.
38. Providing a proper audit trail of all information is both required and crucial.
39. Grant record keeping systems should organize and summarize transactions for the preparation and support of financial statements and reports.

40. The grant contract is the final authority on reporting and reimbursement requirements of each particular grant.
41. Unless requested by the grantee department and approved by the Finance Department in advance, the Grant Manager is responsible for preparing and submitting all reports required by the grant.
42. Unless varying accounting methods or reporting requirements of the grant dictate, the monthly and/or quarterly grant financial reports prepared by the Grant Compliance Accountant for the grant managers will be the basis for all grant financial reporting. If other information is utilized (i.e., purchase card receipts, purchase orders, or time and attendance reports), the total reported dollar amounts must reconcile with the monthly/quarterly financial reports by the completion of the grant or the end of the current fiscal year, whichever occurs first.
43. The grant's budget resolution must identify who will be authorized to submit the grant documents (i.e., the application, the contract, and the reimbursement requests). This will be the Mayor, the City Manager, OR their designee, and must be worded as such in the resolution.
44. The individual who prepares a report or reimbursement request must never be the same individual who signs the report or request. When electronic signatures are required for online submission, the individual whose signature is being electronically signed must initial each page of a printout of the material being transmitted online to indicate that he or she has read the information. This must occur BEFORE the signature is submitted.
45. All financial reports and reimbursement requests prepared for the grant will be sent to the Grant Compliance Accountant for review before they can be signed off by the appropriate official and sent to the grant's issuing agency.
46. All grant reports must be prepared within five days of their submission deadline whenever possible in order to allow sufficient time for review by the Grant Compliance Accountant, correction of any errors, and signing by the authorized official.
47. The submission date is the final date on which the report can be submitted to the grantor in order to allow enough time to be received by the deadline for that report.
48. The Grant Manager is responsible for reconciling the reports with the General Ledger when the reports are prepared using information other than the Grant Compliance Accountant's financial reports.
49. Grant revenue is recognized when it is earned. This may create a receivable at the end of the fiscal year for revenue earned but not yet received.

50. The Georgia Department of Community Affairs' Uniform Chart of Accounts dictates the grant fund each grant will reside in. The fund must be indicated in the Council resolution for acceptance of the grant.
51. Once a grant is awarded, the Grant Manager is responsible for coordinating the establishment of the budget with Financial Planning. The Grant Compliance Accountant can provide assistance if needed and if available, but is not responsible for requesting or establishing the grant's budget.
52. All required cash matches must be indicated in the grant's resolution to be adopted by Council and budgeted as an expense to the City.
53. The source of an in-kind match cannot be funded by another grant or used as an in-kind match for another grant.
54. Indirect costs are central service costs incurred by the City in the process of hosting the grant program and should be included in the grant's application for funding whenever the grant allows for the reimbursement of indirect costs.
55. The Grant Manager is responsible for finding out if their grant allows for the reimbursement of indirect costs and coordinating the application for and calculation of indirect cost reimbursement with the Grant Compliance Accountant.
56. Awarded revenues and expenditures of the grant must be identical to the revenues and expenditures established in the City's General Ledger for the grant, except that the City's budget may have more detail than the grant.
57. If the budget period for the grant (as noted in the grant award or contract) extends beyond the end of the City's current fiscal year, the Grant Manager must work with the Grant Compliance Accountant and with Financial Planning to carry the remaining balance of the grant over into the City's next fiscal year.
58. All individuals working with grants should have the training and equipment necessary to facilitate electronic grant transactions, as the OMB began requiring transactions to be done electronically beginning with fiscal year 2016.
59. Submission and setup of electronic grants will involve different procedures and usually require more time to accomplish.
60. All electronic files sent as e-mail attachments must first be forwarded to the Grant Compliance Accountant for review.
61. All financial reports and reimbursement requests filed over the Internet must be sent to the Grant Compliance Accountant for review in advance of their submission.

62. No individual except for the Mayor, the City Manager, or his or her designee as indicated in the grant's adopted budget resolution, is allowed to possess an electronic signature. Just as no one is allowed to forge another person's signature, no one is allowed to use another person's electronic signature without his or her explicit approval.
63. The individual approved by Council in the budget resolution as the designee for the Mayor or City Manager must bear full responsibility for the proper use and safeguarding of the electronic signature, just as if they were signing a paper document.
64. The grantee is responsible for ensuring the protection of all sensitive data stored and/or transmitted electronically in the performance of the grant program.
65. The Columbus Consolidated Government has no centralized grants management function. There is no grants administrator or grant coordinator. The role of the Grant Compliance Accountant is not to perform the application or reporting of grants but to oversee the financial compliance and timely financial reporting of the grants. Grant managers are responsible for the management, reporting, and closure of their grants. The Grant Compliance Accountant can assist with these functions by applying financial data as needed, but does not prepare applications or reports for transmittal.
66. Any compensation of employees by grant funding will be completely overseen by the City Manager, to include examination, evaluation and approval.
67. All remedial and forward action on any decisions arrived at by the City Manager regarding compensation of city employees through grant funding will be authorized by City Council to the City Manager.
68. The Finance Department will review and establish, as necessary, internal control policies and procedures to monitor and find any compensation that may be deemed discretionary and which could lead to unfair or discriminatory compensation.
69. All decisions regarding grant funded compensation, including corrective actions implemented by the City Manager, will be reviewed and by City Council for adoption as necessary.
70. Free-lance, contractual grant writers utilized and remunerated by grant funds must be procured through the Purchasing Division and following all procurement policies, including formal bidding, if the dollar threshold requires it. All such writers must pass Purchasing Department guidelines for establishment as a vendor, including the possession of a valid business license and federal identification number suitable for IRS Form 1099 reporting. Because most grants do not allow for compensation of expenditures incurred before the grant has been awarded and accepted, this practice is strongly discouraged. City employees involved in the grant process are encouraged to write their own grants, but under no circumstance is a city employee to be remunerated for grant writing services. If a subrecipient is to be involved in the grant program, and the subrecipient is to use their

professional expertise in writing the grant, this will be allowable as long as all duties and expectations of both parties are identified in the subrecipient contract or MOU.

71. As with all governmental employees, all City employees operating grant-funded programs are required to abide by the Georgia Code of Ethics, found in Georgia Code Title 45: Public Office and Employees, O.C.C.A. 45-10-1, including Part V, which states that any person in government service should “never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties” and also Part VI, which states and any person in government service should “make no private promises of any kind binding upon the duties of office, since a government employee has no private word which can be bonding on public duty” (which is why City Council must approve ALL contracts), and finally, Part VII, which states that any person in government service should “engage in no business with the government, either directly or indirectly, with is inconsistent with the conscientious performance of his governmental duties.” Anything that would cause a grant manager to benefit personally and directly from the performance of a grant-funded program, is considered doing business with the government.

## I. APPLICATION

Grants are the primary vehicles used by the federal and state governments for disseminating budget-related legislation involving state and local governments. The grant process is used not only to distribute the funds to the appropriate recipients, but to also provide for control and feedback, which are the means used to assure that the legislation is accomplishing its prerogatives.

All management personnel within the Columbus Consolidated Government should bear the fiscal responsibility for being aware of grants that may be available for their area of operations and for taking action to attempt to obtain any appropriate grant. These individuals should have access to the most up-to-date information on grant sources and the resources for completing and submitting the applications. The City has no centralized grants management function. All departments must conduct their own searching, application, and management of grants.

The authority to submit an application for any grant can only be granted through a resolution of City Council. The individual(s) who will be responsible for applying for the grant must first request permission from Finance to prepare a resolution and accompanying agenda report for submission to Council for approval. This is accomplished by completing a Grant Request for Application and Checklist, which can be found in the Forms database under Finance. Under most circumstances, the resolution and agenda report are to be prepared and submitted via the City’s Municode database system for Council agenda items. The resolution and agenda report



MUST be reviewed and signed off by the Finance Director, Financial Planning/Assistant Finance Director, and the Grant Compliance Accountant before submission to the City Manager's Office for inclusion as an agenda item. The Grant Request for Application and Checklist serves both to inform Finance of the grant application as well as to insure that all proper steps are undertaken and all necessary communication between the Finance Department and the grant applicant is undertaken, which helps to assure that each step of the grant's approval, application, and acceptance process is followed according to the City's policies and procedures.

#### **a. Preparation**

The department manager, finance manager, or grant manager who has primary responsibility for the administration of the grant on the local level (heretofore referred to as the "Grant Manager") may request the assistance of the Grant Compliance Accountant, Financial Planning, or any relevant management or technical personnel if and where needed during the application process. The person(s) completing the application is (are) responsible for the accuracy of the information requested for in the application. No application should be submitted without fully complying with the requirements set forth for its completion.

When preparing the application, it is extremely important to make sure that the funds being applied for are not to be used to **supplant** existing funds. Supplanting means using funds received from a grantor to cover the costs of items that are already budgeted in the City's operating budget. An example would be using a grant intended for hiring additional police officers to pay the salaries of officers already on the force.

#### **b. Review**

Once the application is completed, it must be submitted to the Finance Department for review by the Grant Compliance Accountant and Financial Planning Division Manager, as well as to any appropriate higher management, before its submission. Completion of the Grant Request for Application and Checklist will provide information to Financial Planning and the Grant Compliance Accountant indicating who will be the Grant Manager (responsible for overseeing the fulfillment of the grant), any personnel additions or changes to be funded by the grant, who will be requesting reimbursements and/or filing any required compliance reports, what role Finance will have, when will the grant be submitted to Columbus Council for approval and who will submit it.

#### **c. Submission**

The Grant Request for Application and Checklist lists all of the information needed by Finance and details the required steps and information needed for submitting the resolution and agenda report to Council. This checklist has been prepared to assure that all detail has been included and errors corrected before submission to Council, since the consequences of these errors can be significantly magnified if not discovered until after the grant has been initiated. All persons submitting grant applications or awards to Council for approval are required to contact the Grant Compliance Accountant or Financial Planning first and obtain a copy of the checklist before proceeding further.

No grant can be accepted (i.e., no Columbus Consolidated Government employee has the authority to enter into a contract with the awarding agency) without the approval of the Columbus City Council. Since the receipt of grant funds and the expenditure of those funds (as well as any local “matching” funds required) in fulfilling the grant contract require an amendment to the budget, each grant awarded must be accompanied by a resolution approved by Council before the budget can be amended and the City can enter into a contract with the awarding agency. Only individuals authorized by the City and the grant requirements can sign the contract. Normally this means the City Manager or the Mayor (who is the Chief Executive Officer in the City’s Mayor-Council form of government).

## II. INTERNAL CONTROLS

As with any operation, the management of grants programs is dependant upon an effective internal control system. The grant process is in itself an internal control system used by federal and state governments to enact and enforce legislation through the dissemination of funds. The primary objectives of an internal control system are to safeguard assets, ensure the reliability of accounting data, and to comply with management policies and grant terms and conditions. **Unless stated otherwise, all grants follow the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements listed in 2 CFR Chapter I and Chapter II, Parts 200, 215, 220, 225, and 230.**

### a. Operating Controls

Operating controls help to assure that procedures are used efficiently and effectively and in accordance with management policies. Included in these controls are written procedures, budgetary systems, performance measurement, financial record keeping systems that provide the results of financial transactions and the appropriate means of accumulating and maintaining supporting documentation, and systems to provide assurance of compliance with grant terms and conditions, as well as other federal requirements.

The grant checklist is used as a tool to ensure to Finance, management, and other related authorities within the City’s operations that the significant compliance controls of the grant have been addressed before that grant is brought before City Council for acceptance

### b. Accounting Controls

The department manager, department finance manager, and/or Grant Manager is/are responsible for assuring that the program operates fully in compliance with all policies and procedures that are already established by the Columbus Consolidated Government for its daily operations. This includes the City’s procurement ordinance. In addition, the grant program must also abide by any control procedures mandated by the grant in its terms and conditions whenever these procedures are more restrictive than those already in force. Whenever a subcontractor or sub recipient is involved, the department manager, department finance manager, and/or Grant

Manager is/are also responsible for assuring that each subcontractor or sub recipient is aware of and abides by all applicable policies and procedures.

The policies and procedures should, as a minimum, always address the following three goals of accounting controls:

1. To ensure an appropriate separation of duties, so that no employee is in a position to authorize, execute, and approve any transaction.
2. To ensure that only personnel with the proper authorization are involved in the purchase of goods and services.
3. To facilitate timely review of all financial activity, with internal audits as necessary.

### **c. Compliance Controls**

Compliance controls are of primary interest to federal grantors. They are important for evaluating a grantee's system for ensuring the proper disbursement and usage of grant funds, that matching requirements are followed, and that other requirements or limitations have been complied with.

Those personnel directly involved in the execution of grant programs should be thoroughly familiar with the controls placed upon each grant, as these controls may vary tremendously from one grant to another.

### **d. Personnel**

The hiring and compensation of personnel with grant funding presents a different and unique set of problems. Careful consideration must be undertaken to avoid supplanting, which can occur if grant funding is used to compensate existing employees without prior approval of the grantor. The hiring of employees for the purpose of a grant program is unique in that these hires are not permanent hires unless specifically authorized by the City Manager, who has ultimate control over the hiring and compensation of all City personnel. And because they are not permanent hires, they do not normally qualify for health insurance, life insurance, retirement, and any similar benefits that may currently be offered to permanent, full-time City employees. Because of these unique issues, any grant manager wishing to apply for a grant must obtain approval of the City Manager, via the Finance Director, for the creation and remuneration of any new employee positions to be compensated by grant funding, as well as the partial or total transfer of salary and benefits of any existing employees to any grant funded programs. This approval must be obtained before the grant goes to City Council for approval.

### **e. Grantee/ Sub grantee/Subcontractor Monitoring**

While the City of Columbus is normally the recipient of state and federal grants, an occasion may arise where the City provides its own funding to an outside entity (grantee) or acts in the role of being a conduit for channeling the grant funds to a sub recipient (sub grantee), or where

the grant project requires contracting with other parties for fulfillment of the grant. The City department responsible for receiving and disbursing these grant funds is required to monitor a sub grantee's reporting, record keeping, and internal operating and accounting control systems.

The department must not make any award, either through subcontract or contract, at any tier, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs (Executive Order 12549).

The City is liable to the agency awarding these grants just as if the City was the actual recipient of these funds. The department must be able to document proper compliance of the sub grantee or subcontractor to help protect the City if a question of liability should ever arise. This includes the sub grantee's compliance with all grant record keeping, reporting, and control requirements. The department must ensure that the sub grantee or subcontractor is aware of all requirements imposed upon them by federal statutes and regulations. The department is also responsible for ensuring that the sub grantee complies with all applicable City of Columbus policies and procedures related to the execution of the grant, such as proper purchasing policies and procedures.

If the grantee/ sub grantee/subcontractor has an annual audit performed for the fiscal period preceding the grant award, the Grant Manager is responsible for obtaining and forwarding to Finance an official copy of the audit report. Likewise, the Grant Manager is responsible for ensuring that the sub grantee/subcontractor submits in a timely manner an official copy of the final audit report for any audits performed during any fiscal year in which the grant was in force. If the grantee/sub grantee/subcontractor is not required to have an annual audit, then the Grant Manager is responsible for obtaining the financial compilation or financial review reports of the grantee/sub grantee/subcontractor for the preceding fiscal year as well as the most recent monthly or quarterly financial reports for the current fiscal year and submitting these to Finance for review before the award of any contract.

Any grant/sub grant/subcontract must indicate any clauses required by federal statute and executive orders and their implementing regulations as well as state law.

Any person, corporation or entity receiving operational or grant funds from or through the City shall be subject to audit by the internal auditor upon resolution of the Columbus Council at any time during the grant period.

#### **f. Record keeping**

Grantees (and sub grantees where involved) must maintain records that adequately identify the source and application of funds provided for financially assisted activities.

Grant records will be kept on the cash, accrual, or modified accrual bases, depending upon which basis is required or allowed by the grant. If the method used is inconsistent with the modified accrual method used by the City's accounting system, then all grant financial reports must be reconciled by the Grant Manager with the City's general ledger for the period being reported.

All personnel responsible for daily administration of the grant must have an adequate knowledge of the City's accounting system and its policies and procedures regarding purchases and record keeping.

The Georgia Department of Community Affairs (DCA) Uniform Chart of Accounts guidelines will be strictly adhered to in determining which fund each grant will reside in. Any grant whose projected total expenditures will exceed 2% of the General Fund's budgeted total operating expenditures will be placed in a separate fund. All grants below the 2% materiality test and not used for financing General Fund operations will be placed in the Multi-Grant Fund (Fund 216). The City is allowed to place grants for General Fund operations in the General Fund but as a policy chooses to also place these grants in the Multi-Grant Fund to simplify the organization and tracking of these grants. Grants used to finance major construction projects for general government operations must be placed in the Capital Projects Fund 508. Grants for enterprise fund purposes must be placed within the appropriate enterprise fund. These reasons explain why the Job Training, METRA, Neighborhood Stabilization, and CDBG grants, along with the recent Greenspace grant, reside in separate funds, while most of the remaining grants are placed in the Multi-Grant Fund. Each grant will be set up and budgeted using the City's General Ledger chart of accounts, placing the grant under the department responsible for the grant and with a unique unit number. This allows for the separation of expenditures and receipts of each grant for reporting and tracking needs, which is usually required by the grant contract.

The budget established for the grant must not exceed the total amount of the grant plus any local cash matching funds that may be a part of the grant program, as authorized by City Council in the adoption of the grant's budget resolution. The budget must be at a level of detail that is at the least equal to that dictated by the grant. The individual in charge of monitoring expenditures for the grant must be aware of and abide by the policies and procedures outlined in the grant's contract dealing with line item budget overruns and budget amendments. If the grant's budget is to be amended, Financial Planning must be notified in order for the budget to likewise be adjusted in the General Ledger. Under no circumstance is the Grant Manager or department in charge of the grant allowed to exceed the total budget of the grant (including any local match) without prior approval of the Finance Director, City Manager and City Council. Unless the grant's resolution is worded "...to amend the (fund's) budget by the amount actually awarded" (or similar wording), any grant award or adjustments that increase grant expenditures and revenues beyond the amount stated in the resolution will require an additional authorization by Council.

The Grant Compliance Accountant will provide monthly and quarterly financial information for all active grants. The Grant Manager is responsible for assuring that their grant financial reports reconcile with the expenditures and revenues on the Grant Compliance Accountant's reports. Even when the two reports do not reconcile (i.e., due to differences in cash versus accrual reporting or use of purchase cards) on monthly or quarterly levels, they must definitely reconcile at the end of the fiscal year. The total of all expenditures and revenues reported for the grant during the fiscal year should equal the total indicated in the General Ledger at the end of the fiscal year. The Grant Manager is responsible for working with the Grant Compliance Accountant to make sure that any receivables, payables, or transfers needed to reconcile the

General Ledger with grant reports as well as to match revenues with expenditures are completed at the end of the fiscal year.

#### **g. Cash Management**

This policy is not to supercede the cash management policies already in place and enforced by the City. Any cash management policies dictated by an individual grant will supercede the City's policies only when the grant's policy is more restrictive than that already enforced by the City. The timing of draw down requests for advancements should be monitored to minimize the amount of idle cash. Likewise, reimbursement requests should be timed to occur as soon after the corresponding expenditures as possible in order to maximize cash flow and minimize outstanding receivables. All of the information necessary to prepare requests for advances or reimbursements must be available in the grant's record keeping systems.

It is of utmost importance to remember that, because the City provides the operating funds for the grant programs, late grant reimbursements result in the tying up of cash that the City needs for its daily operations.

#### **h. Documentation**

Grant personnel must keep copies of all source documents, as well as forward copies to the Grant Compliance Accountant, for documenting the transactions in the grant's record keeping system. Source documents include purchase documents, contracts, time and attendance records, delivery receipts, vendor invoices, and reimbursement/advance requests (including petty cash requests). The documentation is intended to track each grant transaction and support the validity of the financial data in the record keeping system. The City's existing policies and procedures for maintaining the documentation are to be followed in all circumstances.

#### **h. Audit Trail**

Providing a proper audit trail is crucial for internal and external reviews of the reported financial transactions as well as the grant's and the City's accounting control system. The record keeping system used by grant personnel should organize and summarize transactions for the preparation and support of financial statements. The overall record keeping system should be able to trace financial statement balances through the General Ledger, cash ledgers, and any other journals utilized to the origin of detailed accounting transactions and their supporting documentation. This will be accomplished if the proper purchasing procedures are followed, the correct general ledger accounting is utilized, and all source documents and supporting information are properly maintained.

### **III. REPORTS AND REIMBURSEMENT REQUESTS**

Unless dictated by the grant, the common rule for state and local government grant administration (as detailed in ¶313 of the *Federal Grants Management Handbook*, available from the Grant Compliance Accountant) and OMB 2 CFR Part 200 (also available from the

Grant Compliance Accountant) will prescribe the procedures to be followed for reporting grant expenditures and unexpended funds, requesting reimbursements or advances, and preparing reports. They also define accounting terms used in preparing the reports and provide illustrations of the reports and detailed instructions for preparing them. The grant contract is the final authority on reporting and reimbursement requirements of each particular grant.

#### **a. Preparation**

Unless requested and approved by all parties in advance, the Grant Contact Person is responsible for preparing and submitting all reports required by the grant. Unless varying accounting methods or reporting requirements of the grant dictate, the monthly and/or quarterly financial reports prepared by the Grant Compliance Accountant will be the basis for all grant financial reporting. If other information is utilized (i.e., purchase card receipts, purchase orders, or time and attendance reports), the total reported dollar amounts must reconcile with the monthly/quarterly financial reports by the completion of the grant or the end of the current fiscal year, whichever occurs first.

The grant's budget resolution must identify who will be authorized to submit the grant documents (i.e., the application, the contract, and the reimbursement requests). This will be the Mayor, the City Manager, OR their designee, and must be worded as such in the resolution. To satisfy the Generally Accepted Accounting Principle (GAAP) of segregation of duties, the individual who prepares a report or reimbursement request should never be the same individual who signs the report or request. Section X of this policy addresses preparation and submission requirements for electronic filing of grants and their reports and reimbursement requests, since there is no paper document to sign in electronic submission.

#### **b. Review**

All financial reports and reimbursement requests prepared for the grant will be sent to the Grant Compliance Accountant for review before they can be signed off by the appropriate official and sent to the grant's issuing agency. The purpose of this requirement is not only to assure that the reports are prepared in compliance with all financial reporting requirements, but also to update the Grant Compliance Accountant on the status of the grant's activity and fulfillment of compliance requirements.

#### **c. Submission**

All grant reports must be prepared within five days of their submission date in order to allow sufficient time for review by the Grant Compliance Accountant, correction of any errors, and signing by the authorized official. The submission date is the final date on which the report can be submitted to the grantor in order to allow enough time to be received by the deadline for that report. Unless agreed upon by all parties, the Grant Manager is responsible for preparing and submitting all reports (both financial and programmatic) to the granting agency, with responsibility not only for the timeliness of the submission but also for the thoroughness and accuracy of the materials being submitted.



#### **d. Reconciliation**

As previously stated, all reported expenditures and revenues must reconcile with the City's General Ledger. The Grant Manager is responsible for reconciling the reports with the General Ledger when the reports are prepared on a basis other than the Grant Compliance Accountant's financial reports (which are prepared directly from the General Ledger). The Grant Manager is also responsible for assuring that total expenditures reconcile with all submitted reports as well as with total reimbursements requested at the completion of the grant. The Grant Compliance Accountant is ultimately responsible for assuring that all revenues and expenditures as reported for each grant reconcile with the General Ledger at the end of the fiscal year.

### **IV. GRANT REVENUE RECOGNITION**

Under accrual accounting, grant revenue is recognized when it is earned. Thus it is important that reimbursement requests be filed as close to the corresponding expenditures (which results in the revenue being earned) as possible. However, under modified accrual, used by the City, the revenue is reported on the cash basis (when received) until the end of the fiscal year. At this point, any revenues (or portions of revenues) that have not been received by the end of the fiscal year but are to be received by the grants due to having been earned before the end of the fiscal year are recorded as revenue through accounts receivable. Likewise, if a grant has been reimbursed up front and the expenditures do not match the amount of revenues received, then the remaining revenue is deferred to the next fiscal year as unearned revenue. If this process is adhered to properly, then revenues and expenditures for each grant will match at the end of the fiscal year. The Grant Manager is responsible for providing the Grant Compliance Accountant with all of the information necessary for documenting and reconciling the end of year revenue recognition. This includes, but is not limited to, any outstanding requests for reimbursement, any end of year accounts payable items (i.e., late invoices), P-card transactions purchased but not yet billed/recorded, any expenditures to be posted by journal voucher or other means after June 30, and the grant's fourth quarter financial report.

### **V. GRANT FUND**

All grants will be established in the appropriate fund that they should reside in according to the DCA Uniform Chart of Accounts guidelines mentioned in Section II-5. This means that with the exception of Job Training (Fund 220), METRA (Fund 751), and Community Reinvestment (Funds 210 through 215), most remaining grants will be placed in the City's Multi-Grant Fund (Fund 216). The resolution adopted by Council for the acceptance of the grant must indicate that the fund in which the grant will be established will be amended by the amount of the grant. Once a grant is awarded, the Grant Manager is responsible for contacting Financial Planning and requesting the establishment of the grant's budget in the appropriate fund. In certain circumstances, expenditures for the grant may occur within the grant department's operating budget and require a transfer to move the expenditures to the grant's budget in the Multi-Grant Fund. When this occurs, the Grant Manager will request a transfer to be performed by the Grant Compliance Accountant.

## **VI. CASH MATCH**

Many grants, especially Federal grants, require that the grantee contribute a portion of the cost of the grant program. If this portion is required to be a cash match, then the grantee must budget for the expenditure of these funds. This must be explicitly indicated in the resolution for the grant to be adopted by Council. Because the City's funds are required for a cash match, the match is budgeted as an expense in the grantee department's fund (usually the General Fund) and a revenue in the Multi-Grant Fund (or other fund, if residing elsewhere). The Grant Compliance Accountant is responsible for transferring the correct percentage or dollar amount of funds as needed to properly match the amount of grant revenues received by the end of the fiscal year.

## **VII. IN-KIND MATCH**

Some grants allow for expenditures already budgeted in the grantee's operations to be used as the match for the grant. This is known as an in-kind match, because it is fulfilled by existing expenditures that are applied towards the grant. In-kind expenditures are mostly in the form of existing salaries and related personnel expenditures but can also be parts of the operating budget, such as rent, telephone, or materials. The items used and dollar amounts of each item used must comply with those allowed by the grant and be indicated in the application for the grant. The Grant Manager is responsible for tracking and recording these expenditures in grant reports. He or she is also responsible for assuring that these expenditures are not funded by other grants or used as an in-kind match in any other grant. Because the in-kind match is provided by funds already budgeted, a budget amendment is not needed, nor is the in-kind amount budgeted in the grant's budget, but the in-kind specification must still be mentioned in the grant resolution.

## **VIII. INDIRECT COST ALLOCATION**

Many grants not only fund grant program direct expenditures but also will pay for the grant program's appropriate share of indirect costs. Indirect costs are costs incurred by the City in the process of hosting the grant program. Examples of these indirect costs are the time spent working on the grant by Financial Planning and Accounting (particularly the Grant Compliance Accountant's time), Human Resources' costs and time in hiring individuals who directly or indirectly work in the grant program, Vehicle Maintenance costs for maintaining vehicles used in the grant program, the costs of maintaining computers used directly or indirectly in the grant program, and the costs associated with allocating physical space as needed for the performance of the grant program.

The Grant Manager is responsible for finding out if the grant being applied for allows for the reimbursement of indirect costs, for finding out how much indirect cost the grant will pay for, for contacting the Grant Compliance Accountant to find out how much indirect cost can correctly be allocated to the grant, and for including the amount of indirect cost as part of the budget for the

grant program in its application. It is important that all of this is done in the application process for the grant, as indirect costs can almost never be added after the grant has been awarded.

The Grant Compliance Accountant is responsible for maintaining the City's Cost Allocation Plan (or Indirect Cost Rate, if changed) in accordance with OMB 2 CFR Part 200 Appendix V regulations for fair and equitable disbursement of all indirect costs. The Grant Compliance Accountant is also responsible for working with all Grant Contact Persons to determine the appropriate amount or percentage of indirect cost for each grant application when allowed, as well as for updating all appropriate grantee departments each year when the new Cost Allocation Plan is adopted.

Utilizing the reimbursement of allocated indirect costs to the full extent possible is crucial to maximizing the City's revenue potential for covering expenditures, and is even more critical in times of tight operating budgets that might not otherwise be able to afford the cost of hosting a new grant program. When the City is reimbursed for its fair share of grant program costs, more funds are freed up for use in other areas, and a corresponding reduction in the need for budget tightening is realized.

## **IX. BUDGET**

The Grant Manager is responsible for coordinating the budget for the grant with the Financial Planning Division of the Finance Department. The budget for the grant will be established in the appropriate fund of the City's General Ledger, as previously described in Section V. The Grant Contact Person must make a formal request to Financial Planning to have the budget established, and is responsible for assuring that the budget is set up properly. The budget established in the City General Ledger must be identical to the budget as awarded for the grant, except that the City's budget may have more detail than the grant's budget. For example, the grant may have a portion of its funding for "Telephone Expenses", while the City's budget for that same amount may be further broken up into "Telephone", "Long Distance" and "Mobile Phone." If this is the case, then the totals for each subgroup must remain the same as the totals for each line item or subgroup in the grant's budget.

The Grant Manager must abide by all rules established by the grantor (and normally listed in the grant contract) regarding budget amendments and exceeding the budgeted expenditures for any line item. If the grant's budget is amended, then the City's General Ledger budget must also be amended to stay in line with the grant budget.

Under no circumstance is the total of expenditures for the grant allowed to exceed the budget authorized by City Council.

If the budget period for the grant (as noted in the grant award or contract) extends beyond the end of the City's current fiscal year, the Grant Manager must work with the Grant Compliance Accountant and with Financial Planning to carry the remaining balance of the grant over into the City's next fiscal year.

## **X. ELECTRONIC TRANSACTIONS**

Following the trend of almost all other activities, grant activities are rapidly changing over from the paper environment to the electronic environment. As of the establishment of this policy, all federal agencies are required to give grantees the option to conduct all grant management activities electronically. Some agencies or programs already require electronic capability to participate, and this will likely become mandatory for all grants sometime in the near future. Already, electronic payment is required throughout the federal government (with a few exceptions).

The Federal Financial Management Assistance Improvement Act of 1999 was created to simplify and unify the application, reporting and administration processes of grant programs through the use of uniform administrative rules, common application and reporting systems, and standard electronic technology. However, federal agencies still have a long way to go in order to adopt uniform procedures, forms, and systems. Therefore, there are varying report formats and reimbursement systems that grant personnel must become familiar with.

The State of Georgia is in the process of transitioning to an electronic, paperless grant environment. Most state agencies have begun to give grantees the option of receiving funds electronically and some programs are now requiring electronic transactions.

Because of this transition, all personnel involved in the application, submission, and financial, programmatic, and reimbursement reporting of grants must be well trained in electronic transaction procedures as well as possessing the equipment necessary for the transactions to take place. And because of their nature, electronic transactions require the adoption of new policies and procedures.

### **a. Application and Setup**

The submission and setup of electronic grants will involve totally different procedures and will often require more time to accomplish. There may be more levels of approval required to ensure tighter control over the process, and these approvals may involve paper signatures that must be mailed in before the electronic transactions can begin. Or, if totally electronic, these individuals may have to be assigned different levels of security and be required to approve the document (or portion of the document) before it can be forwarded to the next level of approval or back to the Grant Manager.

### **b. Payment Systems**

Most electronic grant reimbursements are made through the Automated Clearing House (ACH) using various vendor-specific software programs. Various older reporting systems, such as mail, fax, and touchtone phone systems, have been replaced by online, digital systems. Setting up a system for ACH transactions requires additional information and approvals to be submitted in advance. Along with authorization from the appropriate official (the Mayor, City Manager, or

their designee), the Finance Director and an official of the bank being used by the City are usually also required. For this reason, any Grant Manager or department needing to establish an ACH system for their grant must allow ample time for the completion of the ACH form and must coordinate with the Revenue division for obtaining the banking information and signature for the form.

### **c. Reporting and Controls**

Most electronic reporting is handled by completion of a spreadsheet (usually created by the grantor) or PDF file (i.e., Adobe) and submitting it as an e-mail attachment, or by supplying the requested information over the Internet via the grantor's web site.

The Grant Manager is responsible for reconciling all electronic financial reports with the City's General Ledger report. In addition, all files sent as e-mail attachments must first be sent to the Grant Compliance Accountant for review. All reports filed via the Internet must be printed and sent to the Grant Compliance Accountant, and if they are financial reports, must be reviewed by the Grant Compliance Accountant in advance of their submission to the grantor.

Unless superceded in this section, all control procedures mentioned earlier in this policy are applicable to electronic reporting.

### **d. Electronic Signatures**

No individual except for the Mayor, the City Manager, or his or her designee as indicated in the grant's adopted budget resolution, is allowed to possess an electronic signature. Just as no one is allowed to forge another person's signature, no one is allowed to use another person's electronic signature without his or her explicit approval.

This results in an additional burden placed upon the individual authorized to sign for the grant, since this individual must receive, review, attach their signature (usually by means of a PIN number) and transmit the electronic document to the grantor. For that reason, the Mayor and City Manager are allowed to designate the authority to another individual to either create their own electronic signature or to use the electronic signature for the Mayor or City Manager. This individual can only be the one approved by Council in the budget resolution and must bear full responsibility for the proper use and safeguarding of the electronic signature, just as if they were signing a paper document. In all instances where one individual submits information electronically signed by another individual, the person submitting the information must print out a copy of the information being transmitted and have the signing authority initial the bottom corner of each page to indicate that he or she has read and understands the information being transmitted. This printout must be submitted to the Grant Compliance Accountant for keeping in the audit file of the grant involved.

## **XII. ATTACHMENTS (FORMS)**

### **a. Grant Request for Application and Checklist**

- b. Sample Council Agenda and Resolution**
- c. Georgia Code of Ethics**
- d. “What are In-Kind Services?”**
- e. Budget Form**

**File Attachments for Item:**

**1. Portion of Right-of-Way Abandonment for 35th Street between 5th Avenue and 6th Avenue**

Approval is requested for closure and abandonment of an approximately 241 ft. +/- of right of way for 35th Street located east of 5th Avenue and west of 6th Avenue, authorize the disposal of the said right of way with applicable State Law; reserving utility and access easements; and for other purposes.



**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #1.

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>Portion of Right-of-Way Abandonment for 35<sup>th</sup> Street between 5<sup>th</sup> Avenue and 6<sup>th</sup> Avenue</b>
<b>AGENDA SUMMARY:</b>	Approval is requested for closure and abandonment of an approximately 241 ft. +/- of right of way for 35 <sup>th</sup> Street located east of 5 <sup>th</sup> Avenue and west of 6 <sup>th</sup> Avenue, authorize the disposal of the said right of way with applicable State Law; reserving utility and access easements; and for other purposes.
<b>INITIATED BY:</b>	<b>Department of Engineering</b>

**Recommendation:** Approval is requested to authorize the changing of the Official Street Map and Tax Maps of the Consolidated Government of Columbus, Georgia by officially closing and abandoning an approximate 241 +/- ft. segment of 35<sup>th</sup> Street right-of-way located east of 5<sup>th</sup> Avenue and west of 6<sup>th</sup> Avenue; authorize the disposal of the said right of way with applicable State Law; reserving utility and access easements; and for other purposes.

**Background:** Truth Springs Academy is under construction on adjacent property. The right of way is wider in the area of the school from historical uses. The school representatives have requested the additional right of way property to fence for children to have added green space.

**Analysis:** The rights-of -way in its current layout serves no purpose to the public with the exception of existing utilities. The area will be fenced with a gate for access by the utilities as needed. The school also understands the fence would have to be temporarily removed if repair of the utilities is required.

**Financial Considerations:** There are no financial obligations.

**Legal Considerations:** Council approval is required to close and abandon public street right of way.

**Recommendation/Action:** Approval is requested to authorize the changing of the Official Street Map and Tax Maps of the Consolidated Government of Columbus, Georgia by officially closing and abandoning an approximate 241 +/- ft. segment of 35<sup>th</sup> Street right-of-way located east of 5<sup>th</sup> Avenue and west of 6<sup>th</sup> Avenue; authorize the disposal of the said right of way with applicable State Law; reserving utility and access easements; and for other purposes.

**A RESOLUTION**

**NO.**

**A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE CHANGING OF THE OFFICIAL STREET MAP AND TAX MAP OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA BY OFFICIALLY CLOSING AND ABANDONING A SEGMENT OF 35<sup>TH</sup> STREET RIGHT OF WAY BEGINNING AT THE EAST RIGHT OF WAY LINE OF 5<sup>TH</sup> AVENUE AND RUNNING IN EASTERLY DIRECTION FOR A DISTANCE OF APPROXIMATELY 241 +/- .AUTHORIZING THE DISPOSAL OF THE SAID RIGHT OF WAYS IN ACCORDANCE WITH APPLICABLE STATE LAW; RESERVING UTILITY AND ACCESS EASEMENTS AND FOR OTHER PURPOSES.**

Item #1.

**WHEREAS**, Truth Springs Academy is under construction on 35<sup>th</sup> Street between 5<sup>th</sup> Avenue and 6<sup>th</sup> Avenue, and,

**WHEREAS**, there is a segment of right of way that is wider than usual due to historic use of the property; and,

**WHEREAS**, the property owners have requested the surplus right of way for use as green space for the children; and,

**WHEREAS**, the Department of Engineering has determined the Street Segments are not critical to traffic flow in the area.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF COLUMBUS, GEORGIA, AS FOLLOWS:**

**SECTION I.**

The “Official Street Map, Consolidated Government of Columbus, Georgia “maintained in accordance with 18.1 of the Columbus Code and appropriate Tax Map are hereby amended by the deleting the following property from said maps:

That portion of right of way for 35<sup>th</sup> Street commencing at the right of way for 5<sup>th</sup> Avenue and running in an easterly direction for a distance 241 +/- ft.

**SECTION II.**

That the Council finds that the segments of rights of way described in Section I above no longer serves a substantial public purpose. This abandonment is hereby declared to be in the best public interest. Accordingly, said segments are hereby declared abandoned and removed from the Official Street Map of Columbus Georgia in accordance with O.C.G.A. Section 32-7-2(c). The City Manager is authorized to transfer the property to the adjacent property owners in accordance with the provisions of O.C.G.A. Section 32-7-4 if determined to be necessary and in the best interest of the Consolidated Government of Columbus, Georgia.

**SECTION III.**

All existing utility easements and \_\_\_\_\_ments in the Street Segments shall be reserved.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023 and adopted at said meeting by the affirmative vote of ten members of said Council.

Item #1.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begly Voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

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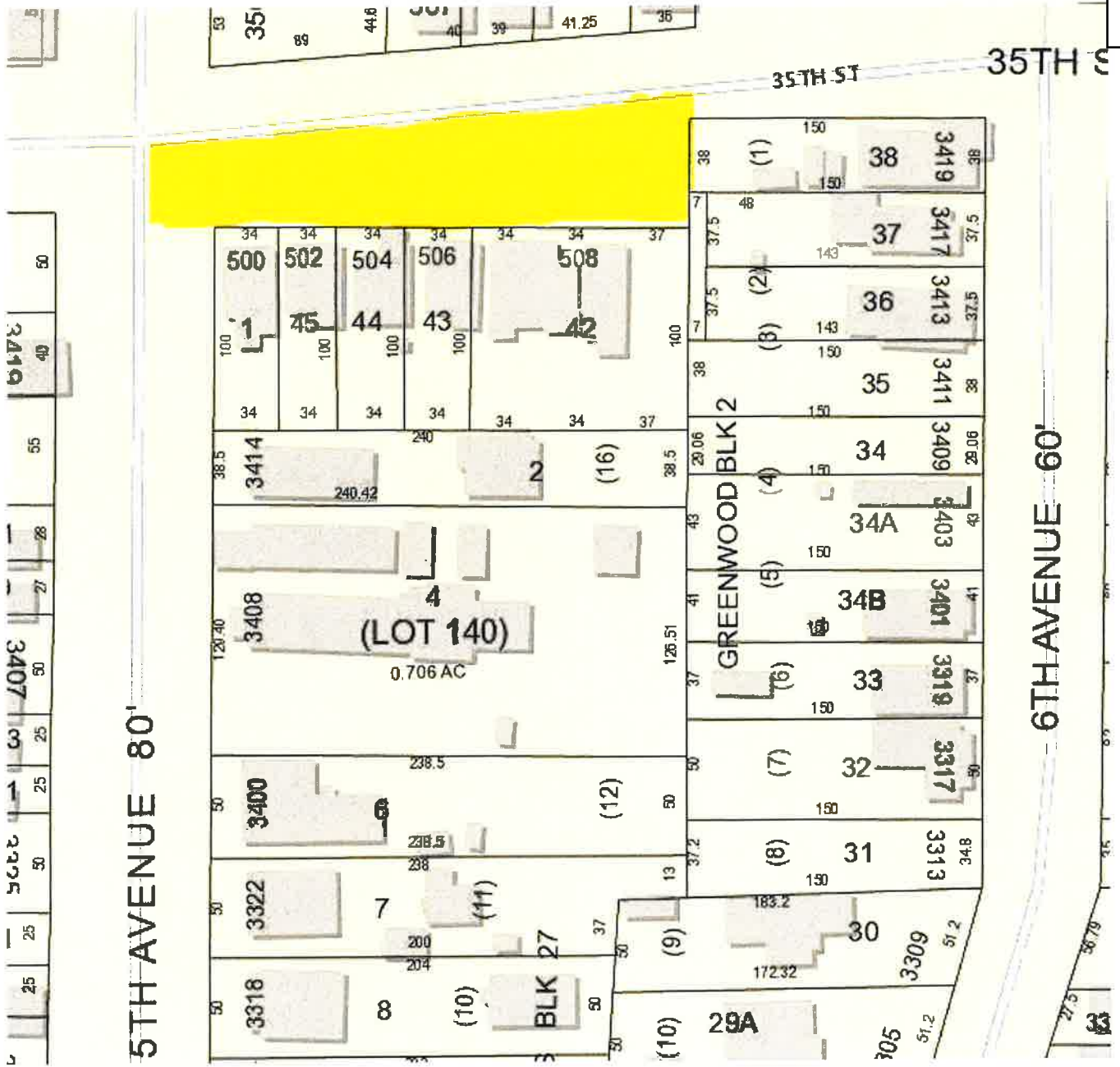
Sandra T. Davis, Clerk of Council

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B.H. "Skip" Henderson, Mayor

*Item #1.*





**File Attachments for Item:**

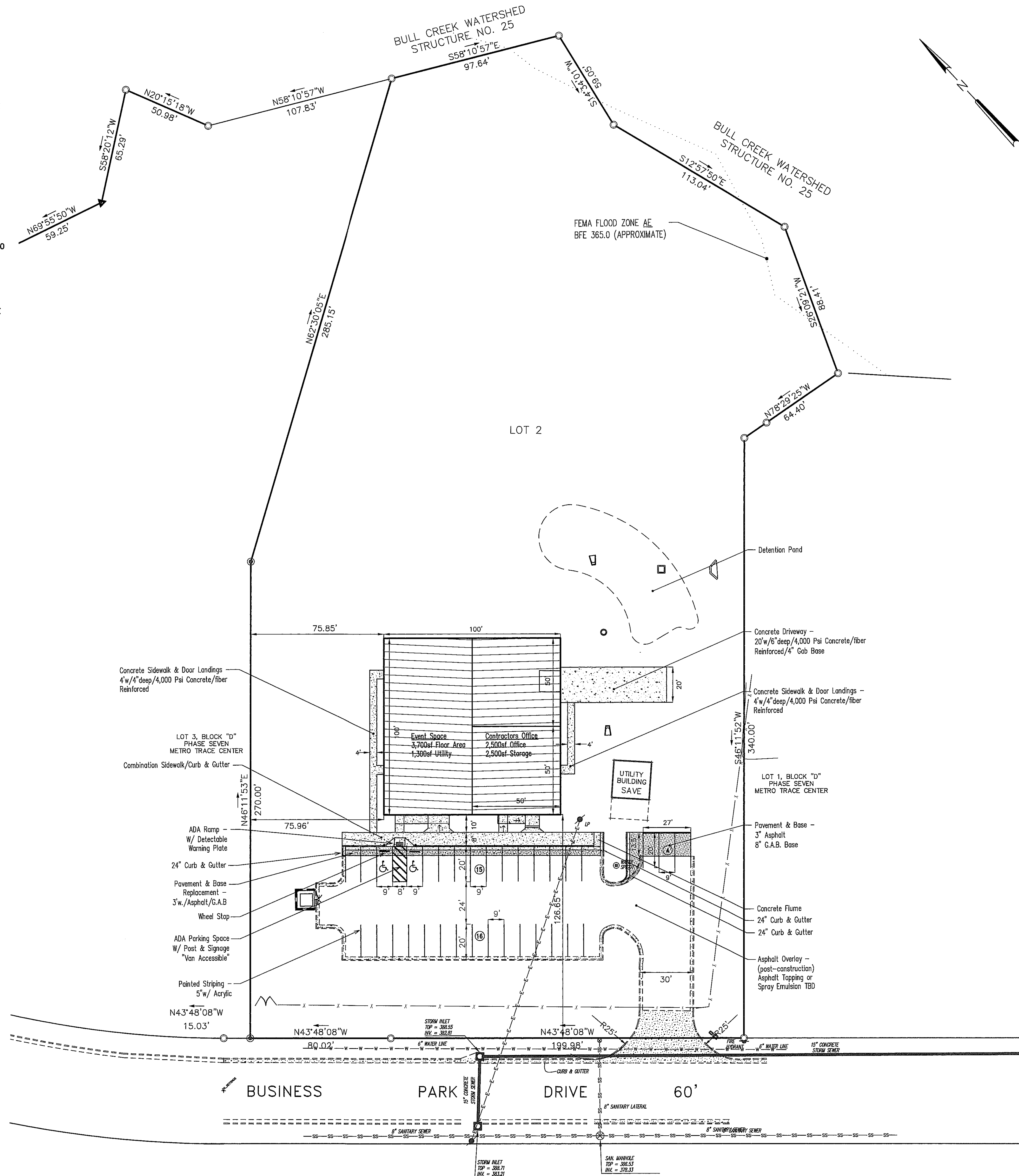
**2. Supreme Services Facility-Variance for Sidewalk Installation at 6018 Business Park Drive**

Approval is requested for granting a variance to Section 7.10.1-Required Sidewalk of the Unified Development Ordinance (UDO) excusing the requirement to install sidewalks in all residential, commercial and industrial developments.

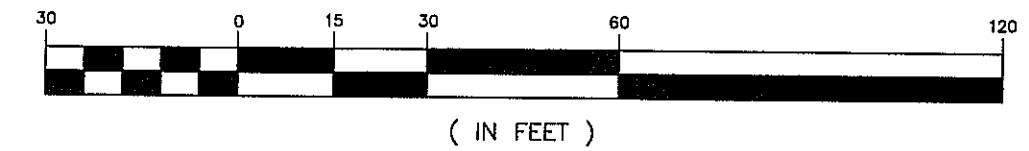


CONSTRUCTION NOTES:

- 1) TOTAL SITE AREA IS ± 3.3 ACRES AND ZONED GC.
- 2) SITE IS IN THE FLATROCK WATERSHED AND COUNCIL DISTRICT #8.
- 3) BUILDINGS COVER 10% OF THE TOTAL SITE AREA.
- 4) ALL CONSTRUCTION MUST CONFORM TO THE CITY OF COLUMBUS STANDARDS AND SPECIFICATIONS.
- 5) THE CONTRACTOR SHALL LOCATE AND PROTECT ANY EXISTING UTILITIES.
- 6) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO STAKE OUT OR LAYOUT ALL IMPROVEMENTS.
- 7) PROJECT SHALL BE GRADED IN SUCH A WAY AS TO RESULT IN POSITIVE DRAINAGE AWAY FROM THE BUILDING AND TOWARD THE STORM SEWER SYSTEM. (DITCH, SWALE, DRAINAGE STRUCTURE, DRIVE ETC...)
- 8) CONTRACTOR TO PROTECT WORK ZONE FROM TRAFFIC AND PEDESTRIANS.
- 9) UNDERDRAIN IS TO BE INSTALLED IN AREAS WHERE GROUND WATER IS ENCOUNTERED.
- 10) FENCING AROUND THE PROPERTY IS TO BE 6'H COATED CHAIN LINK.
- 11) RCP STORM PIPE IS REINFORCED CONCRETE PIPE OR AN ALTERNATE APPROVED BY THE DESIGN ENGINEER. HDPE STORM PIPE IS DOUBLE WALL HDPE PIPE (TYPICAL ADS N-12) OR AN ALTERNATE APPROVED BY THE DESIGN ENGINEER. PVC STORM PIPE IS SCHEDULE 40 PVC OR AN ALTERNATE APPROVED BY THE DESIGN ENGINEER.
- 12) STORM SEWER INLETS ARE TO BE 18"x18" GRATE WITH 1" SQ. OPENINGS. STRUCTURE IS MANUFACTURER DESIGNED PVC.
- 13) CONTRACTOR TO MAKE ROOF DRAIN CONNECTIONS INTO NEAREST STORM INLET OR BEST STORM SEWER INTERCHANGE.
- 14) THIS SITE LIES WITHIN A FLOOD PLAIN. AN ELEVATION CERTIFICATE WILL BE REQUIRED FOR ALL BUILDING STRUCTURES ON THE PROPERTY.



GRAPHIC SCALE



TOTAL AREA = 3.28 AC.  
DISTURBED AREA = 0.9 AC.

OWNER/DEVELOPER

SUPREME SERVICE COMPANY  
2450 WYNNTON ROAD  
COLUMBUS, GA 31906

24 HR. CONTACT

WILLIE GRANVILLE  
(706) 464-3258  
supremeservice1@gmail.com

PARKING REQUIREMENTS

OFFICE/WAREHOUSE (STORAGE)

2,500 SF OFFICE  
1 SPACE PER 250 GSF  
2,500 SF WAREHOUSE  
1 SPACE PER 2,000 GSF  
12 SPACES REQUIRED

BANQUET FACILITY

1,300 SF UTILITY AREA  
3,700 SF FLOOR AREA  
1 SPACE PER 100 SF FLOOR AREA  
37 SPACES REQUIRED

SHARED PARKING RATIO

OFFICE AREA ~ 10%  
ENTERTAINMENT ~ 100%

38 SPACES REQUIRED (TOTAL)

35 SPACES AVAILABLE\* WITH  
2 ADA ACCESS SPACES

\*\* THE WASHING OF CONCRETE TOOLS  
AND EQUIPMENT ON-SITE IS PROHIBITED  
WITHOUT A PLAN AND LOCATION  
APPROVED BY THE COLUMBUS  
CONSOLIDATED GOVERNMENT \*\*

ATTENTION: SEE ARCHITECTURAL PLANS FOR LOCATION OF  
EXITS. ADDITIONAL SIDEWALKS NOT ILLUSTRATED ON THIS  
PLAN MAY BE REQUIRED TO ACCESS THOSE DOORS. ALL  
SIDEWALKS SHOULD BE AT A 1:20 GRADE OR LESS OR IN  
ACCORDANCE WITH THE ADA GUIDELINES.

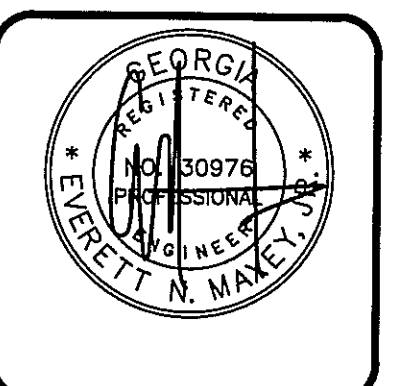
SUPREME SERVICES FACILITY  
6018 BUSINESS PARK DRIVE  
COLUMBUS, MUSCOGEE COUNTY, GEORGIA

SITE LAYOUT PLAN

Revisions	Description	Date
No.		
1	PRELIMINARY	

Date: 1/16/23 Scale: 1" = 30'

Project Location  
6018 BUSINESS PARK DRIVE  
Part of Land Lots 36, 9th District  
COLUMBUS, MUSCOGEE COUNTY, GEORGIA  
**NIXON MAXEY, PC**  
PROFESSIONAL ENGINEERING  
GEORGIA & ALABAMA  
1400 WILLOW AVENUE, COLUMBUS, GA 31906 (706) 536-9386



SHEET  
C-1



Know what's below.  
Call before you dig.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #2.

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>Supreme Services Facility-Variance for Sidewalk Installation at 6018 Business Park Drive</b>
<b>AGENDA SUMMARY:</b>	Approval is requested for granting a variance to Section 7.10.1- Required Sidewalk of the Unified Development Ordinance (UDO) excusing the requirement to install sidewalks in all residential, commercial and industrial developments.
<b>INITIATED BY:</b>	<b>Department of Engineering</b>

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**Recommendation:** Approval is requested to grant a variance to Section 7.10.1. Required Sidewalks of the Unified Development Ordinance (UDO) excusing the requirements to install sidewalk in all residential, commercial and industrial developments. The City or others would be required to construct a sidewalk if added in the future.

**Background:** The owner of Supreme Services Facility, Willie Granville, has requested a variance to the sidewalk requirement. The development is located at 6018 Business Park Drive, originally developed in 1995.

**Analysis:** There are no sidewalks currently existing in the Business Park. The owner is redeveloping an existing lot and per the UDO would be required to install sidewalk on the lot frontage.

**Financial Considerations:** The City or others would be required to construct a sidewalk if added in the future.

**Legal Considerations:** Council has the authority to grant variances to Design Standards.

**Recommendation/Action:** Approval is requested for granting a variance to Section 7.10.1.- Required Sidewalks of the Unified Development Ordinance (UDO) excusing the requirements to install sidewalk in all residential, commercial and industrial developments.



NO.

Item #2.

**A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, GRANTING A VARIANCE REQUEST TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO), SECTION 7.10.1. -REQUIRED SIDEWALK, EXCUSING THE REQUIREMENT TO INSTALL SIDEWALK ALONG 6018 BUSINESS PARK DRIVE AND FOR OTHER PURPOSES.**

**WHEREAS**, the owner of the property at 6018 Business Park Drive is redeveloping an existing lot; and,

**WHEREAS**, the owner, Willie Granville, has requested a variance to the UDO requirement to construct sidewalk along the street frontage; and,

**WHEREAS**, there are no other sidewalks that currently exist in the Business Park.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF COLUMBUS, GEORGIA, AS FOLLOWS:**

That a variance be granted at 6018 Business Park Drive to the UDO requiring sidewalks as part of a development of residential, commercial, and industrial developments.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_\_ day June 2023 and adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begly voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.
Councilor Cogle voting	_____.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, Mayor



May 25, 2023

To whom it may concern in Columbus, Georgia Engineering Department

I am the owner and General Contractor for the property Addressed at 6018 Business Park Drive. We were recently permitted for development by the engineering department (SPNR 1-23-0106). I would like to formally request that we would not be required to install the sidewalks shown on our submitted plans on the road frontage city right of way. We want to keep the look of this existing business park like it is when it was first developed years ago. Our property has an existing parking lot that has been here for years, and we feel this project is not a complete new construction project because of this existing developed parking lot. Also, there are no other sidewalks in this older business park. Charmaine Crabb has also looked at our property and has also agreed that the sidewalk shouldn't be installed because it will look out of place with the rest of the business park having no sidewalks. We would like to comply with everything on this project, but at the same time we want to keep the look of this business park the same. Please contact me directly if you have any questions or concerns with this request.

Thank You

Willie Granville



Granville Enterprises, LLC

706-464-3258

Supremeservice1@gmail.com

**File Attachments for Item:**

**3. Amendment to the Memorandum of Agreement with Historic Westville, Inc.**

Approval is requested to amend the Memorandum Agreement with Historic Westville, Inc.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #3.

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>Amendment to the Memorandum of Agreement with Historic Westville, Inc.</b>
<b>AGENDA SUMMARY:</b>	Approval is requested to amend the Memorandum Agreement with Historic Westville, Inc.
<b>INITIATED BY:</b>	<b>City Manager's Office</b>

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**Recommendation:** Approval is requested to amend the Memorandum of Agreement with Historic Westville, Inc.

**Background:** On August 13, 2013, Council approved per Resolution # 258-13 to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with Historic Westville, Inc. for the purpose of relocating Westville's Living History Museum to Columbus, Georgia. The agreement was executed on August 23, 2013 giving Historic Westville, Inc. 24 months to begin normal operations of the Living History Museum with an expiration date of August 22, 2015.

On September 15, 2015, Council approved per Resolution #250-15 to authorize the City Manager to execute an Amendment to the MOA with Historic Westville, Inc. to extend the time frame to begin normal operation of the Living History Museum for one additional year to expires on August 31, 2016.

On August 9, 2016, Council approved per Resolution #287-16 to authorize the City Manager to amend the Agreement to extend the timeframe to begin normal operations of the living history museum by an additional one year through August 31, 2017.

On May 23, 2017, Council approved per Resolution #144-17 to authorize the City Manager to amend the Agreement to extend the timeframe to begin normal operations of the living history museum by an additional one year through August 31, 2018, as well as to partner with the city for the development of a parking lot and lighting on Tract A2.

On June 10, 2018, Council approved per Resolution #224-18 to authorize the City Manager to amend the Agreement to extend the timeframe to begin normal operations of the living history museum by an additional one year through November 30, 2018.

On December 11, 2018, Council approved per Resolution #453-18 to authorize the City Manager to amend the Agreement to extend the timeframe to begin normal operations of the living history museum by an additional one year through June 30, 2019.

As a result of the pandemic, Historic Westville, Inc. temporarily ceased operations of the Living Museum. The Memorandum of Agreement stipulates that if the premises ceases to operate as a museum, the property reverts back to the City.

**Analysis:** Historic Westville, Inc. desires an Amendment to December 31, 2023 to evaluate the operations of the facilities and develop a strategic business plan to reopen Westville. Westville will be required to continue to maintain the property and provide security and insurance. An additional six-month extension can be granted by the City Manager.

**Financial Considerations:** No funding is required by the city.

**Legal Considerations:** The City Attorney will review the agreement and approve as to form prior to execution.

**Recommendation/Action:** Approval is requested to amend the Memorandum of Agreement with Historic Westville, Inc.

**A RESOLUTION****NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING THE AMENDMENT OF THE MEMORANDUM OF AGREEMENT WITH HISTORIC WESTVILLE, INC. TO DECEMBER 31, 2023.**

**WHEREAS**, a Memorandum of Agreement (MOA) was executed with Historic Westville, Inc. on August 31, 2013 by Resolution #258-13; and,

**WHEREAS**, this MOA has been amended several times over the years; and

**WHEREAS**, pursuant to the MOA as amended, Historic Westville, Inc. commenced Living History Museum operations on June 22, 2019, but has now temporarily closed due to financial concerns which began as a result of the pandemic; and,

**WHEREAS**, the MOA stipulates that if operations cease, the Tract A reverts back to the city; and,

**WHEREAS**, Historic Westville, Inc. desires that the City waive this stipulation of the MOA through December 31, 2023 to allow Historic Westville, Inc. to develop a strategic business plan to resume operations.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

1. The City Manager or designee is hereby authorized to execute an Amendment to the Memorandum of Agreement with Historic Westville, Inc. to extend its possession of Tract A until December 31, 2023.
2. This extension is contingent upon Historic Westville, Inc. continuing to meet all other requirements of the MOA, as amended, to include providing insurance, maintenance, and security for the Tract.
3. In the event Westville can show significant progress in its development of a strategic plan, the City Manager may grant an additional six-month extension.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begly voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

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Sandra T. Davis, Clerk of Council

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B.H. "Skip" Henderson III, Mayor

**File Attachments for Item:**

**4. Extension of the Subrecipient Agreement with the Columbus Department of Public Health for Cure Violence Columbus**

Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>Extension of the Subrecipient Agreement with the Columbus Department of Public Health for Cure Violence Columbus</b>
<b>AGENDA SUMMARY:</b>	Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.
<b>INITIATED BY:</b>	Finance Department

**Recommendation:** Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

**Background:** The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The act funded \$1.9 trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic. Funding was provided directly to states and local governments which CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts. Since Columbus has experienced an increase in violent crimes during the COVID-19 pandemic, alternative initiatives are being considered to reduce violence throughout the community. Cure Violence Columbus is a grassroots movement started by local community partners with a sole mission to address the violence epidemic afflicting the marginalized and low-income communities in Columbus.

**Analysis:** Successful outcomes of the program will reduce community violence. There was a delay in getting the staff onboard. The original expiration date was June 30, 2023. The desire is to extend the agreement to March 31, 2024.

**Financial Considerations:** The award amount for this grant is \$500,000.



**Legal Considerations:** The City Attorney will review the agreement and approve as to form prior to execution.

**Recommendation/Action:** Approve the request to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

## RESOLUTION

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXTENSION OF THE SUBRECIPIENT AGREEMENT WITH THE COLUMBUS DEPARTMENT OF PUBLIC HEALTH TO FUND THE CURE VIOLENCE COLUMBUS INITIATIVE FOR AN AWARD AMOUNT UP TO \$500,000.00 TO ADDRESS COMMUNITY VIOLENCE EXACERBATED BY THE COVID-19 PANDEMIC.**

**WHEREAS**, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 which provided Fiscal Recovery Funds to both state and local governments; and,

**WHEREAS**, CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts; and

**WHEREAS**, Columbus has experienced an increase in violent crimes during the COVID-19 pandemic; and,

**WHEREAS**, Cure Violence Columbus is a grassroots movement started by local community partners with a sole mission to address the violence epidemic afflicting the marginalized and low-income communities in Columbus.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager or designee is hereby authorized to extend the Subrecipient Agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative to address community violence exacerbated by the COVID-19 pandemic to March 31, 2024.

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13<sup>th</sup> day of June 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____

Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

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**Sandra T. Davis**  
Clerk of Council

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**B. H. “Skip” Henderson, III**  
Mayor

## AMENDMENT TO SUBRECIPIENT AGREEMENT

This Amendment to the Subrecipient Agreement (the “Amendment”) is made and entered into as of the \_\_\_\_\_ day of June 2023, by and between **West Central Health District - Columbus Department of Public Health**, a subdivision of the Georgia Department of Public Health (“the Subrecipient”) and **Columbus, Georgia Consolidated Government**, a political subdivision of the State of Georgia (“CCG”) (collectively, the “Parties”).

### RECITALS

A. **WHEREAS**, the Subrecipient and CCG are parties to a Subrecipient Agreement bearing an Effective Date of April 27, 2022 (the “Agreement”), for the reimbursement of certain Programmatic Costs as related to Cure Violence Columbus, as particularly defined in the Agreement.

B. **WHEREAS**, the Parties desire to amend certain portions of the Agreement pursuant to the terms and conditions set forth in this Amendment.

### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing Recitals and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Recitals set forth above are true and correct and are adopted and incorporated herein by reference as if more fully set forth at length.

2. The Subaward period of performance and budget period start and end date listed in Article II General Award Information is hereby repealed and replaced with the following:

“April 1, 2022 through March 31, 2024.”

3. Section 4.2.1.3, Section 4.2.1.4, and Section 4.2.1.5 in Article IV Performance Standards, Reporting Requirements, and Payments is hereby repealed and replaced with the following:

“4.2.1.3 PERIOD 3: October 1, 2022 to March 31, 2023: Provide benchmark

performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period.
- 2) Provide the number of violence interruptions and/or detections handled by type.
- 3) Provide the number of participants served to include participant demographics.
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics.
- 5) Provide financial reports and backup documentation for utilization of current

period funding.

4.2.1.4 PERIOD 4: April 1, 2023 to September 30, 2023: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period.
- 2) Provide the number of violence interruptions and/or detections handled by type.
- 3) Provide the number of participants served to include participant demographics.
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics.
- 5) provide financial reports and backup documentation for utilization of current period funding.

4.2.1.5 PERIOD 5: October 1, 2023 to March 31, 2024: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period.
- 2) Provide the number of violence interruptions and/or detections handled by type.
- 3) Provide the number of participants served to include participant demographics.
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics.
- 5) Provide financial reports and backup documentation for utilization of current period funding.”

4. The Performance Report and Payment Request Schedule in Article IV Performance Standards, Reporting Requirements, and Payments is hereby repealed and replaced with the following:

**“Performance Report and Payment Request Schedule”**

REPORTING PERIOD	PERFORMANCE PAYMENT	PERFORMANCE REPORTING REQUIREMENTS IN ADDITION TO SIGNED “PAYMENT REQUEST FORMS”	DUE ON OR BEFORE THE FOLLOWING DATES
PERIOD 1	\$100,000	<u>Performance report as prescribed below and Article IV:</u> 1) Submission of Timeline/Action Plan Per Final Assessment Report 2) Executed Subrecipient grant award agreement 3) Job descriptions for all grant funded personnel 4) Copies of subcontracted service agreements	Within two weeks of contract execution
PERIOD 2	\$100,000	<u>July 1, 2022 – September 30, 2022 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of prior and current period	Payment request may be made on the period start date

		funding	Performance Report due 10/10/2022
PERIOD 3	\$100,000	<u>October 1, 2022 – March 31, 2023 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding	Payment request may be made on the period start date  Performance Report due 4/10/23
PERIOD 4	\$100,000	<u>April 1, 2023 – September 30, 2023 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding	Payment request may be made on the period start date  Performance Report due 10/10/23
PERIOD 5	\$100,000	<u>October 1, 2023 – March 31, 2024 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding	Payment request may be made on the period start date  Performance Report due 4/10/24

5. Section 15.1 in Article XV Term is hereby repealed and replaced with the following:

“This Agreement shall take effect upon execution by both Parties and shall remain in effect until June 30, 2024, unless sooner terminated pursuant to Article X (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS).”

6. Exhibit D Expenditure Reporting Schedule is hereby repealed and replaced with the following:

Period Covered in Reports	Detailed Expenditure Report Due Date
April 1-30, 2022	May 5, 2022
May 1-31, 2022	June 5, 2022
June 1-30, 2022	July 5, 2022

July 1-31, 2022	August 5, 2022
August 1-31, 2022	September 5, 2022
September 1-30, 2022	October 5, 2022
October 1-31, 2022	November 5, 2022
November 1-30, 2022	December 5, 2022
December 1-31, 2022	January 5, 2023
January 1-31, 2023	February 5, 2023
February 1-28, 2023	March 5, 2023
March 1-31, 2023	April 2, 2023
April 1-30, 2023	May 5, 2023
May 1-31, 2023	June 5, 2023
June 1-30, 2023	July 5, 2023
July 1-31, 2023	August 5, 2023
August 1-31, 2023	September 5, 2023
September 1-30, 2023	October 5, 2023
October 1-31, 2023	November 5, 2023
November 1-30, 2023	December 5, 2023
December 1-31, 2023	January 5, 2024
January 1-31, 2024	February 5, 2024
February 1-28, 2024	March 5, 2024
March 1-31, 2024	April 5, 2024

7. **ENTIRE AGREEMENT.** Except as set forth herein, the Agreement shall remain in full force and effect and unmodified, and the Agreement, as amended hereby, is hereby ratified, confirmed and approved in all respects. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**On Behalf of the Columbus, Georgia Consolidated Government:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Isaiah Hugley, City Manager

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandra T. Davis, Clerk of Council

(SEAL)

**On Behalf of the West Central Health District - Columbus Department of Public Health**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Beverley Townsend, District Health Director

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



**File Attachments for Item:**

**5. Subrecipient Agreement with the United Way of the Chattahoochee Valley for Poverty Reduction Initiative Columbus**

Approval is requested to execute a subrecipient agreement with the United Way of the Chattahoochee Valley to fund the Poverty Reduction Initiative for an award amount up to \$400,000 to address the poverty rate in Columbus.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>Subrecipient Agreement with the United Way of the Chattahoochee Valley for Poverty Reduction Initiative Columbus</b>
<b>AGENDA SUMMARY:</b>	Approval is requested to execute a subrecipient agreement with the United Way of the Chattahoochee Valley to fund the Poverty Reduction Initiative for an award amount up to \$400,000 to address the poverty rate in Columbus.
<b>INITIATED BY:</b>	City Manager's Office

**Recommendation:** Approval is requested to execute a subrecipient agreement with the United Way of the Chattahoochee Valley to fund the Poverty Reduction Initiative for an award amount up to \$400,000 to address the poverty rate in Columbus.

**Background:** The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The act funded \$1.9 trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic. Funding was provided directly to states and local governments which CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts. Since Columbus' poverty rate has been at a level almost 50% higher than the Georgia Poverty Rate and almost 100% higher than the United States Poverty Rate, the United Way of the Chattahoochee Valley proposed the creation of a position to lead all area poverty reduction efforts. The Poverty Reduction Initiative is charged with a 10-year goal of reducing the poverty rate in Columbus by 50%.

**Analysis:** Successful outcomes of the program will reduce the poverty rate and lead a broader poverty reduction plan. The position will form strategic relationships and create a 10-year actionable strategic plan.

**Financial Considerations:** The award amount for this grant is \$400,000.

**Legal Considerations:** The City Attorney will review the agreement and approve as to form prior to execution.

**Recommendation/Action:** Approval is requested to execute a subrecipient agreement with the United Way of the Chattahoochee Valley to fund the Poverty Reduction Initiative for an award amount up to \$400,000 to address the poverty rate in Columbus.

## RESOLUTION

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SUBRECIPENT AGREEMENT WITH THE UNITED WAY OF THE CHATTAHOOCHEE VALLEY TO FUND THE POVERTY REDUCTION INITIATIVE FOR AN AWARD AMOUNT UP TO \$400,000.00 TO ADDRESS THE POVERTY RATE IN COLUMBUS.**

**WHEREAS**, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 which provided Fiscal Recovery Funds to both state and local governments; and,

**WHEREAS**, CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts; and

**WHEREAS**, Columbus' poverty rate has been at a level almost 50% higher than the State of Georgia and almost 100% higher than the United States; and,

**WHEREAS**, Poverty Reduction Initiative is an effort to create strategic relationships and develop a 10-year actionable plan.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the execution of a Subrecipient Agreement with the United Way of the Chattahoochee Valley to fund the Poverty Reduction Initiative to address the poverty rate in Columbus.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13<sup>th</sup> day of June 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

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**Sandra T. Davis**  
Clerk of Council

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**B. H. "Skip" Henderson, III**  
Mayor

# SUBRECIPIENT AGREEMENT

BETWEEN

COLUMBUS, GEORGIA CONSOLIDATED GOVERNMENT

AND

UNITED WAY OF THE CHATTAHOOCHEE VALLEY  
TO

PROVIDE FUNDING FOR A POVERTY REDUCTION INITIATIVE  
PAID FOR BY AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Columbus, Georgia Consolidated Government, a political subdivision of the State of Georgia, its successors and assigns (hereinafter "CCG"),

AND

United Way of the Chattahoochee Valley, with a principal office address, 1005 Front Avenue, Columbus, GA 31901, its successors and assigns (hereinafter "Subrecipient"), and together with CCG, "Parties."

## **ARTICLE I** **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective Parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions that follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

**WHEREAS**, on March 11, 2021, The American Rescue Plan Act (Public L. 117-2) was enacted, through which seventy-eight million, four hundred and eight-two thousand, and thirty-eight dollars and 00/100 cents (\$78,482,038.00) in funding (the "Prime Award") was allocated to CCG to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

**WHEREAS**, CCG wishes to engage the Subrecipient to assist in utilizing such funds to carry out a part of CCG's federal award by committing up to \$400,000 of CCG's federal award, pursuant to this Subrecipient Agreement; and

**WHEREAS**, the funds made available for use by the Subrecipient under this Agreement constitute a subaward of CCG's federal award to Subrecipient for its performance of the work described below. This agreement is a cost reimbursement agreement, except where reasonable advanced payment is necessary to provide requisite operational funds and are used only for actual and allowable costs, pursuant to which CCG will reimburse Subrecipient for and only for, certain actual and allowable costs toward the Subrecipient's project, as more specifically described in this Agreement as **Exhibit A** (Scope of Work) and **Exhibit B** (Budget), attached hereto and incorporated herein by reference. Subrecipient must use the funds provided hereunder in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of CCG's federal award; and

**WHEREAS**, Subrecipient warrants, certifies that it has the legal authority to apply for this subaward of Federal funds, and operational, managerial and financial capability

(including securing funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described herein; and

**WHEREAS**, CCG desires to obtain the assurance from the Subrecipient, and Subrecipient so assures the CCG, that the Subrecipient will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the CCG relating to the project, as a condition precedent to the release of such funds to the Subrecipient.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

## **ARTICLE II**

### **GENERAL AWARD INFORMATION**

**Federal Award:**

Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act  
CFDA #: 21.027

**Subrecipient Name:**

United Way of the Chattahoochee Valley

**Subrecipient Unique Entity Identifier (UEI) Number:**

Q3Z7A5NU58L3

If not provided at the time of signing of contract, Subrecipient acknowledges that no funds shall be provided by CCG to Subrecipient until such time as Subrecipient provides a UEI number to CCG. Subrecipient acknowledges that failure to timely provide a UEI number as required for federal funding may result in a delay in its receipt of funds pursuant to this Agreement.

**Subrecipient Federal Award Identification Number (FAIN) Assigned by CCG:**

40312-20220

**Subrecipient Award Date:**

May 24, 2023

**Subaward period of performance & budget period start and end date:**

May 24, 2023 through December 31, 2025

**Federal Funds Obligated:**

\$400,000.00

**Project Description:**

Poverty Reduction Initiative as further described in the Proposal, attached hereto as Exhibit C and incorporated herein by reference.

**Federal Awarding Agency/Pass-Through Entity:**

Department of the Treasury  
Columbus, Georgia Consolidated Government (Pass through entity)

**Research and Development:**

No

**Fixed Amount Award:**

Yes

### **ARTICLE III**

#### **PROJECT, BUDGET, PAYMENT, AND FINAL ACCOUNTING**

3.1 Scope of Project. CCG agrees to pay to the Subrecipient up to FOUR HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$400,000.00) (the "Subaward") to reimburse allowable costs to implement the following project (s): Poverty Reduction Initiative. The Scope of Project funded under this Subaward is defined by the activities described within the Scope of Work attached as **Exhibit A** and the approved budget attached as **Exhibit B**, which are hereby incorporated by reference, and have a central role in determining allowability of costs to be reimbursed by CCG.

#### 3.2 Proposed Changes to Scope of Project.

3.2.1. Prior Approval Required. In accordance with 2 C.F.R. § 200.308, Subrecipient shall request prior approval from CCG to deviate from the approved Scope of Project. Failure to obtain such prior approval may result in disallowance of costs associated with the deviation, and/or any out of scope activity, in accordance with 2 C.F.R. § 200.339.

3.2.2 CCG Review and Approval. CCG shall consider all requests for changes in the scope of the approved project in good faith. Subrecipient acknowledges that such changes, depending upon the specific facts and circumstances of the request, may require approval of the Federal Awarding Agency, in which case CCG's review and final action on the request may be delayed.

3.3 Upper Limit. In consideration for performing the activities described in Article III, CCG shall submit one advance payment to Subrecipient and cost reimbursement thereafter pursuant to 2 C.F.R. §200.305(b) for allowable costs (as defined at 2 C.F.R. Part 200 (Subpart E) up to a total amount not to exceed the maximum (or "ceiling") amount listed in \$400,000 per **Exhibit B**.

#### 3.4 Budgets.

3.4.1 Budgets. Attached hereto and incorporated by reference herein at **Exhibit B**, is a line-item budget (the "Budget") for Subrecipient's Scope of Project. This Budget has a central role in defining Scope of Project and determining allowability of costs paid by CCG under this Agreement.

#### 3.4.2 Expenditure of Grant Funds.

3.4.2.1 Consistency with Budget. Except as expressly provided herein, Subrecipient shall expend the funds awarded hereunder in a manner consistent with the approved Budget.

3.4.2.2 Budget Revisions. Funds may be shifted between line items of a single project with prior approval of the CCG Finance Department. Subrecipient must submit a Budget Revision Form and a written justification to the Finance Project Analyst within the CCG Finance Department. A budget revision must include a revised Program Budget that accurately displays the necessary budget breakdown to carry out the project and a letter signed by the authorized official. Budget revisions must not significantly affect either the scope or objective of the project. (The "scope" of the project is the nature, location or magnitude of the work described in the Agreement. The "objectives" of the project are measurable performances involved in the Agreement including the impact and degree of benefit to the identified population and environment that the project is proposed to provide.) Budget revisions are considered "approved" upon written receipt of approval from CCG.

3.4.2.3 Period of Availability of Funds. Funds made available under this Agreement may only be used for obligations incurred during the project period for which the funds are awarded.

3.4.2.4 Prior Approvals for Certain Deviations from Budget. Deviations from the approved Budget, as well as transfers between direct and indirect budget categories require CCG prior approval regardless of amount, unless otherwise authorized by CCG. This requirement is consistent with 2 C.F.R. § 200.308 or the terms and conditions of the Prime Award to

3.4.3 Program Income. Subrecipient shall report to CCG any program income (as defined at 2 C.F.R. §§ 200.1 and 200.307) generated in performance of this Agreement. Program income earned in performance of this Agreement shall be considered added to the total amount of this subaward and its expenditure is subject to all the terms and conditions applicable to the federal funds provided under this subaward Subrecipient agrees that all program income (if any) received will be expended for program expenses prior to use of the subaward funds.

## **ARTICLE IV**

### **PERFORMANCE STANDARDS, REPORTING REQUIREMENTS, AND PAYMENTS**

#### **4.1 Program Description.**

4.1.1 Program Description. This subaward agreement is conditional on the Subrecipient meeting the performance standards and tasks as defined in Article IV, Performance Standards, Reporting Requirements, And Payments and Exhibit A - Proposal.

4.1.2 Projected Outcomes. The goal for this program is to reduce poverty by 50% throughout the City of Columbus by developing a 10-year actionable poverty reduction strategic plan, with stakeholder. The initiative will comprehensively survey State-level policies and regulations to identify those that create barriers for individuals and families working to achieve financial self-sufficiency and oversee advocacy work to know down those walls. Also, the program will lead a development campaign to raise awareness, fund pilot projects, and ensure this work can go forward until the goal is reached.

#### **4.2 Performance Standards.**

4.2.1 Deliverable Requirements. Subrecipient must report to CCG quarterly on the progress made of towards reducing the city's poverty rate.

4.2.1.1 PERIOD 1: Initial Period: Provide benchmark performance reports for the reporting period to include the following:

- 1) Submission of Timeline/Action Plan Per Final Assessment Report
- 2) Executed Subrecipient grant award agreement
- 3) Job descriptions for all grant funded personnel
- 4) Copies of subcontracted service agreements

4.2.1.2 QUARTERLY beginning May 24 2023 to September 30, 2023: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period
- 2) Provide the number of participants served to include participant demographics
- 3) Summarize progress towards meeting projected outcomes to include identifiable data metrics
- 4) Provide financial reports and backup documentation for reimbursement

#### **4.3 Payment.**

4.3.1 Advanced Payment. Pursuant to 2 C.F.R. 200.305(b), CCG may, upon request by the Subrecipient, make an advanced installment payment to Subrecipient of \$50,000, to assist with immediate cash requirements of the Subrecipient in carrying out the purpose of the approved program or project.

4.3.1.1 Reporting Requirements. Subrecipient shall submit to CCG quarterly detailed expenditure reports outlining actual operational and administrative expenditure as well as actual initial start-up purchases by 5<sup>th</sup> of the month following the end of a quarter, as outlined in **Exhibit D**, attached hereto and incorporated herein, which shall be in the form, content and frequency as required by CCG. Such detailed reports shall include receipts; purchase orders; time sheets for each employee, agent, officer, director, or other individual doing work on behalf of Subrecipient pursuant to this Agreement; and any other documents reasonably requested by CCG. Said time-sheets shall be approved by a member of the Board of Subrecipient, or by an employee of Subrecipient who is not compensated pursuant to this Agreement. If Subrecipient fails to submit progress reports, CCG may withhold processing reimbursement requests until Subrecipient submits such progress reports.

4.3.2 Requests for Payment. If CCG cannot, pursuant to 2 C.F.R. 200.305(b), make the \$50,000 advanced payment to the Subrecipient, or at any point chooses not to provide all or any part of the advanced payment, then CCG shall make payments to Subrecipient on a reimbursement basis.

4.3.3 Payment by CCG. In the event that CCG makes payments to the Subrecipient on a reimbursement basis, CCG will pay Subrecipient for properly documented costs within thirty (30) days of Subrecipient's submission of the request for payment, provided that such costs are allowable and allocable pursuant to 2 C.F.R. Part 200 and consistent with the approved Budget.

4.3.4 Unallowable Costs. Under no circumstances shall CCG be required to pay in advance or to reimburse unallowable costs.

4.3.4.1 Questioning Costs. If CCG questions the allowability of any costs reflected in a request for payment or costs shown on the detailed quarterly reports if paid in advance or on a reimbursement basis, CCG shall promptly provide Subrecipient with written notice of those questions and their bases. Payment of questioned costs may be withheld by CCG until the questions are resolved; however, CCG shall promptly issue payment of all otherwise properly documented and otherwise unreimbursed costs not in question.

4.3.4.2 CCG's Disallowance Right. Notwithstanding any other term of this Agreement, all payments made under this Agreement shall be considered provisional. In the event that CCG determines that any cost for which reimbursement is sought, or has been previously paid, is unallowable, (i) CCG shall be entitled to recoup such amount from Subrecipient and (ii) Subrecipient shall promptly pay over such amount to CCG. Additionally, if CCG reasonably believes that Subrecipient is in noncompliance with any applicable rules or regulations, or any provisions of this Agreement, CCG may choose to withhold processing advance payments or reimbursement requests until such time as the Subrecipient is found to be in compliance by CCG, or is otherwise adjudicated to be in compliance.

4.3.4.3 Liability for Unallowable Costs. Subrecipient shall be liable for payment of any costs (including, but not limited to, interest and penalties) incurred by Subrecipient under this Agreement (whether charged to funds made available under this Agreement or program income generated hereunder) which may be disallowed by the Federal Awarding Agency, or other appropriate federal or state officials. CCG agrees that, in the event that the Federal Awarding Agency disallows any cost incurred by Subrecipient under this Agreement, CCG will, at Subrecipient's request, pursue appropriate administrative appeals to the Federal Awarding Agency (or such other agency), *provided that* Subrecipient agrees to pay all costs associated with any such appeal and that CCG agrees that Subrecipient's claim or defense is not frivolous and that Subrecipient can provide all necessary documentation to pursue the appeal.

4.3.4.4 Cooperation Regarding Clarifications and Appeals. In the event of a disallowed or questioned cost, Subrecipient may request that CCG (i) seek guidance from the Federal Awarding Agency, or, (ii) if necessary, pursue an appeal of a Federal Awarding Agency's determination that certain costs are unallowable in accordance with 3.5.3.3 (Liability for Unallowable Costs). If necessary to avoid interest or penalties, CCG shall require Subrecipient to pay over the amount



in dispute pending any such clarification or appeal.

4.3.4.5 Survival. CCG's right to question and disallow costs shall survive the termination or expiration of this Agreement.

4.4 Availability of Funds Limitation. The continuation of this Agreement and payments hereunder shall be subject to the availability of federal funds to CCG under the Prime Award. CCG shall promptly notify Subrecipient, in writing, of any modification or cancellation of said Prime Award that might impact this subaward. If CCG determines, in its sole discretion, notwithstanding reductions in grant funding, that funding remains available for some or all of Subrecipient's activities hereunder, the Parties will make reasonable efforts to amend this Agreement so as to reasonably achieve its objectives at a reduced level; *provided that* CCG retains the right to terminate the Agreement in accordance with Article X.

## **ARTICLE V**

### **NOTICES**

Subrecipient and CCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to CCG:

Columbus, Georgia Consolidated Government  
Attention: City Manager  
P.O. Box 1340  
Columbus, GA 31901

With Copies to:

Finance Director  
P.O. Box 1340  
Columbus, GA 31901

City Attorney  
P.O. Box 1340  
Columbus, GA 31901

If to Subrecipient:

United Way of the Chattahoochee Valley  
Attention: Ben Moser  
1005 Front Avenue  
Columbus GA, 31901

## **ARTICLE VI**

### **RESPONSIBILITIES OF CCG**

CCG agrees to:

- Provide funding to Subrecipient in accordance with this Agreement and federal, state, and local laws;
- Monitor Subrecipient to ensure the funds subject to this Agreement are used in accordance with all applicable conditions, requirements, and restrictions;
- Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funds subject to this Agreement;
- Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to this Agreement.

## **ARTICLE VII**

### **RESPONSIBILITIES OF SUBRECIPIENT**

Subrecipient agrees to:

- Ensure the funds subject to this Agreement are used in accordance with conditions, requirements, budget, timetable and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the Prime Award and this Subaward;
- Utilize funds subject to this Agreement to supplement rather than supplant funds otherwise available;
- Comply with all financial reporting requirements of CCG and federal government related to the use of funds subject to this Agreement;
- Promptly reimburse CCG for any funds CCG pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which CCG is responsible regarding American Rescue Plan Act funds;
- Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law determines compliance with conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded has not been achieved;
- Make records and personnel available to CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law to perform reviews, audits, or investigations in relation to the funds subject to this Agreement;
- Comply with all terms and conditions contained in this Agreement.

## **ARTICLE VIII**

### **ACKNOWLEDGEMENT AND ACCEPTANCE OF CCG's UNILATERAL RIGHT TO AMEND THIS AGREEMENT AND OTHER AMENDMENTS**

8.1 Subrecipient acknowledges and accepts that this Agreement is entered into subject to both Subrecipient's and CCG's compliance with federal, state, and local law, conditions, requirements, and restrictions, as those may change over time. CCG reserves the right to unilaterally amend this Agreement 1) to include terms and conditions required by Federal, state, or local governmental guidelines or policies to be included in this Agreement or 2) upon the suggestion of counsel to amend this Agreement to conform with best practices for subgrant agreements. Subrecipient further understands that CCG, as Grantee, is responsible to the Department of Treasury for the administration of funds and may consider and act upon reprogramming recommendations as proposed. In the event that the CCG approves any modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified and such notification shall constitute an official amendment to this Agreement. Subrecipient acknowledges and accepts that its retention and use of the funding subject to this Agreement is conditioned upon its compliance with any amendments to this Agreement made by CCG subject to this

8.2 CCG or Subrecipient may amend this Agreement, for reasons other than those stated in subsection A of this Article, at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by CCG's and Subrecipient's governing body if such approval is required by law. Such amendments shall not invalidate this Agreement, nor relieve or release CCG or Subrecipient from its respective obligations under this Agreement.

## **ARTICLE IX**

### **ADMINISTRATIVE AND FINANCIAL MANAGEMENT REQUIREMENTS**

9.1 Administration and Financial Management: Subrecipient acknowledges that this Agreement is a subaward of federal grant funds and that Subrecipient shall be responsible for proper use, management, and safeguarding of such funds. Subrecipient acknowledges as a general matter, that payments from Coronavirus State and Local Fiscal Recovery Funds will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR part 200, the Uniform Guidance). In particular, Subrecipient hereby represents that it is, and shall remain, in full compliance with the financial management requirements set forth at 2 C.F.R. § 200.302 and internal controls standards set forth at 2 C.F.R. § 200.303.

9.2 Prior Approval for Contracting Out Substantive Work. Subrecipient shall obtain CCG's prior written approval for contracting out any substantive programmatic work related to implementation of this Agreement, consistent with 2 C.F.R. § 200.308. Subrecipient shall follow all federal procurement guidelines as well as its own internal procurement policies for all subcontracting, prior to seeking written approval from CCG.

#### 9.3 Insurance.

9.3.1 Insurance Coverage: Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage to comply with 2 C.F.R. 200.310 (Insurance coverage). Subrecipient shall at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. Subrecipient will provide CCG, a certificate of insurance evidencing the required kinds and amounts of insurance:

- a) Workers' Compensation – As required by Georgia State workers' compensation statutes, with Statutory Limits, and Employer Liability of at least \$1,000,000 each accident for bodily injury or disease.
- b) General Liability - \$3,000,000 aggregate and \$1,000,000 per occurrence.
- c) Umbrella or Excess Liability - \$1,000,000 on a per occurrence basis or with minimum limits of \$3,000,000.

9.3.2 Additional Insured, Subrogation, and Endorsements: Subrecipient shall list CCG as additional insured for all coverages except Workers Compensation. A waiver of subrogation is to be provided in favor of CCG for all policies including Workers' Compensation. Subrecipient's carrier(s) shall provide an endorsement requiring carrier(s) to provide CCG thirty (30) – day written notice of any cancellation of insurance coverage prior to cancellation.

9.3.3 Bonding Requirements: If applicable, Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.326 (Bonding requirements).

9.3.4 Property Coverage. Pursuant to 2 C.F.R. § 200.310, Subrecipient shall, at a minimum, maintain the equivalent insurance coverage for any real property and equipment acquired or improved with funds provided under this Agreement, or program income generated hereunder, as is maintained for other property owned by Subrecipient.

9.3.5 Self-Insurance. The requirement to maintain general liability, workers' compensation, and/or property coverage under Section 9.3 (Insurance) may at CCG's discretion be satisfied by Subrecipient demonstrating that it maintains an adequate program of

self-insurance.

9.3.6 Evidence of Coverage and Notices. Subrecipient shall, upon execution of this Agreement and upon any renewal of any of insurance coverage required by this Agreement, furnish certificates of insurance to CCG. Subrecipient shall give CCG ten (10) days' advance written notice of any material modification, termination, suspension, expiration or relinquishment of such coverage (except when suspension or termination is due to failure to pay a premium, in which case copies of all notices of pending or actual cancellation by the insurer shall be immediately forwarded to CCG).

9.3.7 Survival. The rights and obligations of this Section 9.3 (Insurance & Bonding) shall survive the expiration or termination of this Agreement.

#### 9.4 Documentation, Reports and Recordkeeping

9.4.1 Records to be Maintained: Subrecipient shall maintain and furnish such financial and programmatic information and reports which pertain, directly or indirectly, to the services provided and costs incurred by Subrecipient pursuant to this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 2 C.F.R. Part 200; and
- d. Other reports and records necessary to document compliance with federal regulations.
- e. Records documenting the number of individuals served;
- f. Financial records as required by 31 CFR Part 35, and 2 CFR Part 200
- g. Other programmatic data as determined by CCG and/or outlined in the Compliance and Reporting Guide issued by the Department of the Treasury.

9.4.2 Retention: Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period ending on July 31, 2031 or for a period of ten (10) years commencing on the date of execution of this Agreement, whichever occurs later. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of said period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of said period, whichever occurs later. Records for real property and equipment acquired with subaward funds shall be retained for three (3) years after final disposition of the property. Subrecipient shall, upon request, transfer identified records to the custody of CCG or the Federal Awarding Agency when CCG or the Federal Awarding Agency determines that such records possess long term retention value.

9.4.3 Data and Reports: Subrecipient shall maintain detailed data, sufficient to demonstrate its successes and failures relative to the goals set forth in this Agreement. Such information shall be made available to CCG or its authorized agents for review upon request. Moreover, Subrecipient shall provide to CCG reports reasonably requested by CCG in furtherance of CCG's reporting obligations under the Prime Award

9.4.4 Disclosure: Subrecipient understands that data collected under this Agreement is of a privileged nature and the use or disclosure of such information, when not directly connected with the administration of CCG's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited. Subrecipient also understands that CCG is subject to the Georgia Open Records Act and must comply with the requirements thereof. Additionally, Subrecipient shall not post information, photos, videos, or any other identifying material about or including program participants publicly, including on social media, without the express written permission of the participant(s).

#### 9.4.5 Closeout:

9.4.5.1 The Parties' obligations under this Agreement shall not end until all closeout requirements are completed. The Parties shall perform the following activities during the closeout period: making final payment, if required, disposing of program assets (including the return of all unused materials, and equipment to CCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the funds subject to this Agreement.

9.4.5.2 All closeout activities shall be conducted pursuant to 2 C.F.R. § 200.344 (Closeout), including, without limitation, that Subrecipient must submit to CCG, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required hereunder; Subrecipient shall file a Standard Form 429 (Real Property Status Report) upon completion of the activities hereunder and file the appropriate Notice of Federal Interest in the appropriate Land Records, with subsequent, periodic filings as may be required. Moreover, CCG shall have post-closeout authorities and rights as set forth in 2 C.F.R. § 200.345 (Post closeout adjustments and continuing responsibilities).

9.4.5.3 The closeout of this subaward shall not affect Subrecipient's liability to CCG for unallowable costs; audit requirements of 2 C.F.R. Part 200, Subpart F; property management, use, and disposition obligations; or record retention obligations. Additionally, in the event of an inquiry or disallowance by the Federal Awarding Agency affecting CCG after closeout of this subaward, Subrecipient agrees to make available to CCG, at CCG's request, all information, in any form, including, but not limited to, documents or employee personal knowledge, for CCG's use with respect to such inquiry or disallowance.

9.4.5.4 Collection of Amounts Due. With respect to any amounts due from Subrecipient to CCG upon or after closeout, CCG shall have collection rights commensurate with those of the Federal Awarding Agency under 2 C.F.R. § 200.346.

9.4.5.5 Survival. This Section 9.4.5 (Closeout) shall survive the expiration or termination of this Agreement.

9.4.5.6 Reversion/Transfer of Funds to CCG: Subrecipient shall transfer to CCG any subaward funds remaining at the time of expiration, cancellation or termination of this Agreement, and CCG may in its discretion reprogram the funds to another eligible project.

9.4.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CCG and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, copy, examine, and make excerpts or transcripts of all relevant data, books, records, reports, documents, and papers as they reasonably deem necessary for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Subrecipient acknowledges that by virtue of this Agreement, it will be subject to audit, and more specifically, per 2 C.F.R. Part 200, Subpart F, may be subject to a Single Audit performed on non-federal entities expending federal grant funds of more than \$750,000.00 in a year. For audit purposes, Subrecipient shall consider and describe the funds provided pursuant to this Agreement as federal "subaward" funds. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient of a notice of deficiencies. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current CCG policy concerning Subrecipient audits and 2 C.F.R. Part 200, Subpart F, as applicable.

The rights and obligations of this Section 9.4 (Documentation, Reports and Recordkeeping) shall survive the termination or expiration of this

9.4.7. Open Records and Open Meetings: Subrecipient acknowledges that if it receives 33 1/3% of its total funding from a direct allocation of tax funds from a government entity that it is subject to requirements of the Georgia Open Records Act (O.C.G.A. §§ 50-18-70 - 77) and the Georgia Open Meetings Act (O.C.G.A. §§ 50-14-1 - 6).

## 9.5 Procurement for expenditures reimbursed under this agreement

9.5.1 Compliance: Subrecipient shall comply with current CCG Procurement Ordinance and other CCG policies in consultation of the Purchasing Division of the Finance Department concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds subject to this Agreement. Title, possession and use of all program assets (real property, equipment, etc.), with the exception of the real property and improvements thereon that are titled in the name of the Subrecipient and are contemplated by the Parties to this Agreement to remain titled in the name of and in the possession of the Subrecipient, shall revert to the CCG upon termination of the Agreement.

9.5.1.1 All procurement transactions funded with federal funds provided under this subaward or with program income generated hereunder ("covered procurements"), regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the federal procurement standards set forth in 2 C.F.R. §§ 200.317 through 200.327, and §§ 200.215 and 200.216.

9.5.1.2 Subrecipient shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

9.5.2 Required Contract Provisions: Consistent with the federal procurement standards Subrecipient shall maintain a written procurement policy which it shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200, Appendix II, certain required contract terms in its contracts.

9.5.3 Security: Subrecipient's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the funds subject to this Agreement, as well as all proceeds, products, rents, royalties, issues and profits thereof.

## 9.6 Use and Reversion of Assets

9.6.1 Compliance with 2 C.F.R. Part 200: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R. Part 200.

9.6.1.1 Expectations Regarding Acquisition or Improvement of Real Property and Equipment and Prior Approval Requirement. The Parties anticipate that Subrecipient will acquire or improve real property or equipment with funds made available under this subaward. Acquisition or improvement of real property or equipment may be accomplished with funds provided under this Agreement, or program income generated hereunder, only with the express prior approval of CCG. To the extent Subrecipient is authorized by CCG to acquire or improve real property or equipment with such funds, the requirements of this Section 8.6 (Use and Reversion of Assets) shall apply. Subrecipient will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from CCG. Subrecipient will record the Federal interest in the title of real property in accordance with CCG directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

9.6.1.2 Definition of Equipment. For purposes of this Agreement, "equipment" shall have the meaning set forth at 2 C.F.R. § 200.1.

9.6.1.3 Ownership, Use, Sharing and Disposition. The provisions of 2 C.F.R. § 200.310 *et seq.* (Property Standards), as applicable, shall apply to the ownership, use, sharing and disposition of tangible property (if any) acquired with federal funds made available under this Agreement and/or program income generated hereunder. CCG reserves its rights pursuant to 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313 to require transfer of real property or equipment acquired with such funds. Subrecipient shall maintain an adequate, up-to-date inventory of all supplies and equipment throughout the term of this Agreement. Subrecipient agrees to transfer title in any used or unused supplies it may have acquired pursuant to 2 C.F.R. § 200.314 to CCG upon termination or expiration of this Agreement, free of compensation of any kind from CCG.

9.6.1.4 Equipment Records. Pursuant to 2 C.F.R. § 200.313(d)(1), Subrecipient shall maintain detailed property records for equipment (if any) purchased with funds made available under this Agreement and/or program income generated hereunder.

9.6.2 Equipment and Proceeds: In all cases in which equipment acquired, in whole or in part, with funds subject to this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be, upon CCG's sole discretion: transferred to CCG, or retained after compensating CCG for an amount equal to the current fair market.

9.6.3 Survival. The rights and obligations of this Section 9.6 (Use and Reversion of Assets) shall survive the termination or expiration of this Agreement.

## **ARTICLE X**

### **SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS**

#### **10.1 Suspension or Termination**

10.1.1 General Termination: CCG may suspend or terminate this Agreement immediately upon delivery of written notice to the Subrecipient if CCG loses funding or discovers any illegal conduct or allegation of illegal conduct on the part of Subrecipient. In the event of termination of this Agreement prior to the end of the term for any reason, Subrecipient shall immediately return all property, equipment, materials, and/or supplies purchased pursuant to this Agreement and any unexpended portion of the funds received by Subrecipient to CCG.

10.1.2 Termination for Failure to Materially Comply: In accordance with 2 C.F.R. §§ 200.339 and 200.340, CCG may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the Subrecipient to CCG reports that are incorrect or incomplete in any material respect.

10.1.3 Termination for Convenience: In accordance with 2 C.F.R. §200.340, this Agreement may also be terminated for convenience by either CCG or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If either Party wishes to terminate this Agreement for convenience, it must do so by providing thirty (30) days' Notice to the other Party.

10.2 Other Remedies for Failure to Comply: If the Subrecipient materially fails to comply with a term of CCG's federal award, federal, state, or local law, regulation, policy, or assurance, this Agreement, or any other

applicable rule, CCG may take any or all of the following actions it deems appropriate in the circumstances:

- a. Demand repayment to CCG of all or part of the funds subject to this Agreement;
- b. Withhold further awards for the Program identified in this Agreement;
- c. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Agreement.

**10.3 Refund Provision:** If, at any point and for any reason, the Department of Treasury rescinds or seeks to recover from CCG American Rescue Plan Act funds, CCG may rescind the funds subject to this Agreement from Subrecipient. In the event or to the extent that Subrecipient has expended those funds pursuant to the terms of this Agreement, Subrecipient, at CCG or the Department of Treasury's discretion, may be required to refund those funds to CCG from another source.

## **ARTICLE XI**

### **PERSONNEL PROVISIONS**

**11.1 Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. CCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.

**11.2 Workers' Compensation:** Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

#### **11.3 Civil Rights**

##### **11.3.1 Compliance**

**11.3.1.1** The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and related executive orders.

**11.3.1.2** Regarding Equal Employment Opportunity, Subrecipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that Subrecipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

**11.3.2 Nondiscrimination:** Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders.

**11.3.3 Section 504:** Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. CCG shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### **11.4 Affirmative Action**

**11.4.1 Approved Plan:** Subrecipient agrees that it shall be committed to carry out pursuant to CCG's



specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

11.4.2 Women- and Minority-Owned Businesses (W/MBE): Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

11.4.3 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

11.5 Employee Verification: Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. Compliance with 8 U.S.C. § 1621, the Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement.

11.6 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 C.F.R. §§ 317 and 318 which include (but are not limited to) the following:

11.6.1 Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

11.6.2 No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds made available under this Agreement, or program income generated hereunder, if a conflict of interest, real or apparent, would be involved.

## **ARTICLE XII**

### **RESTRICTIONS ON USE OF FUNDS AND CONDUCT**

12.1 Restrictions on Use of Funds – Generally: Subrecipient is prohibited from using funds subject to this Agreement or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

12.1.1 Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

12.1.2 Religious Activity: Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

#### **Conduct**

12.2.1 Assignability: Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of CCG.

12.2.1 Indemnity: Subrecipient waives, releases, discharges and agrees to indemnify, protect and save harmless CCG, its officers and employees, (collectively, "Releasees"), from any

and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Subrecipient, its agents, employees, subcontractors, or others working at the direction or on behalf of Subrecipient. Subrecipient's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

### 12.2.3 Subcontracts:

12.2.3.1 Monitoring: Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

12.2.3.2 Content: Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

11.2.3.3 Selection Process: Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

### 12.2.4 Lobbying: Subrecipient hereby certifies that:

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

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

12.2.4.3 It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

12.3 Copyright: If this Agreement results in any copyrightable material or inventions, CCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## **ARTICLE XIII OVERSIGHT AUTHORITIES**

13.1 Oversight. CCG shall have authority to perform any and all necessary oversight functions to ensure Subrecipient's proper management and compliance with federal grant management requirements, including but not limited to the provisions of 2 C.F.R. Part 200 and Federal Awarding Agency requirements under the F

13.1.1 Evaluation and Inspection. In furtherance of CCG's obligations under 2 C.F.R. §§ 200.329 and 200.332(d), Subrecipient agrees to permit CCG and the Federal Awarding Agency, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of work and activities performed under this Agreement, the proper expenditure of federal funds, as well as the proper allocation of funds awarded hereunder to the approved Scope of Project described in Article III. CCG's evaluation and inspection methods include, but are not limited to: (i) scheduled and unscheduled site visits and (ii) reviews and/or audits of records related to the performance of this Agreement. To the extent feasible, and when advance notice would not frustrate the purpose of the inspection, CCG shall provide advance notice to Subrecipient, usually seven (7) calendar days, of site visits or audits.

13.1.2 Outside Audit or Monitoring Firm Support. Subrecipient acknowledges and agrees that CCG may carry out its oversight functions directly or through engagement of an audit or monitoring firm or other appropriate contracted support. In the event a third party is engaged to assist with any audit or monitoring functions, CCG shall require such entity to sign a reasonable nondisclosure agreement preventing disclosure of Subrecipient's proprietary or otherwise sensitive information to the extent such nondisclosure agreement would not frustrate the purpose of the review.

13.2 Remedies for Non-Compliance. If Subrecipient fails to comply with the terms and conditions of this subaward, CCG may impose additional conditions on Subrecipient as described at 2 C.F.R. § 200.208 (Specific conditions). If, in its sole discretion, CCG determines that non-compliance cannot be remedied by imposing special conditions, in accordance with 2 C.F.R. § 200.339 (Remedies for noncompliance), CCG may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the cost of the activity or action not in compliance; (iii) wholly or partly suspend or terminate this subaward of federal funds; (iv) withhold further awards; or (v) take other remedies that may be legally available.

13.3 Significant Developments. Pursuant to 2 C.F.R. § 200.329(d), as soon as any such condition becomes known, Subrecipient shall report to CCG: (i) problems, delays, or adverse conditions which may materially impair the ability of Subrecipient to meet the objectives of the subaward, and (ii) favorable developments which may enable Subrecipient to meet time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

13.4 Good Faith Compliance Cooperation. The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Agreement in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. CCG hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant management requirements in response to specific questions posed by Subrecipient.

13.5 Survival. The rights and obligations of this Article XII (Oversight Authorities) shall survive the termination or expiration of this Agreement.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

14.1 Severability: If any provision of this Agreement is held as a matter of law to be invalid, unenforceable, or illegal, the remainder of the Agreement shall be enforceable without such provision.

14.2 Waiver: CCG's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or subsequent breaches. The failure of the CCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

14.3 Section Headings and Subheadings: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14.4 Entire Agreement: This Agreement, including Exhibits hereto, constitutes the entire agreement between CCG and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CCG and Subrecipient with respect to this Agreement.

14.5 Choice of Law, Venue, Right to Jury Trial: This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that exclusive venue for any dispute arising from this Agreement shall be in Muscogee County State or Superior Court, or the United States District Court for the Middle District of Georgia. CCG does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by CCG under the Eleventh Amendment of the United States Constitution or under the Constitution and statutes of the State of Georgia.

14.6 Counterparts: This Agreement may *not* be executed in separate counterparts.

14.7 Electronic Representations and Records: Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.8 Debarment and Suspension. Subrecipient certifies that neither it, nor any of its principal employees, has been debarred, excluded or suspended from participation in federal programs or in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations.

14.9 Clean Air Act and Federal Water Pollution Control Act. Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), as amended.

14.10 On-line Searchable Databases.

14.10.1 OIG Databases. Subrecipient agrees that prior to adding a member to its Board of Directors, employing or contracting with any individual, or contracting with any other entity, Subrecipient will review on-line searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the List of Excluded Individuals and Entities ("LEIE") Database and the Exclusions Database operated by the HHS Office of Inspector General ("OIG"). Subrecipient agrees to check the LEIE and OIG databases on a monthly basis and shall notify CCG immediately if an employee or contractor is listed on either LEIE or the OIG database.

14.10.2 System for Award Management. Subrecipient agrees that, to the extent required by 2 C.F.R. Part 180, prior to engaging any contractor for supplies or services with funds furnished under this Agreement, it shall review the System for Award Management ("SAM") Excluded Parties List System ("EPLS") operated by the General Services Administration ("GSA") to determine whether the prospective contractor is suspended, debarred, or otherwise excluded.

#### 14.11 Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

14.11.1 Rights. This subaward of federal funds and employees working on this Agreement will be subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

14.11.2 Inform Employees. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in 48 C.F.R. § 3.908.

14.11.3 Inclusion in Subcontracts. Subrecipient shall insert the substance of all of this Section K (Whistleblower Rights), including this paragraph, in all contracts over the simplified acquisition threshold as defined in 2 C.F.R. § 200.1 (currently, two hundred and fifty thousand dollars (\$250,000.00)).

14.12 Mandatory Disclosures. In accordance with 2 C.F.R. § 200.113, Subrecipient shall disclose in a timely manner in writing to CCG all violations of federal criminal law involving fraud, bribery, or gratuities potentially affecting the Prime Award.

14.13 FFATA Subaward Reporting System. Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and, if applicable, to provide any information required by CCG thereunder to meet its reporting obligations.

14.14 No Intended Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement. Neither the beneficiaries of the grant project nor any individuals who may have a role in implementing the project (including, but not limited to, project directors or principal investigators) shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

#### 14.15 Assurances for Construction Subawards:

14.15.1 If applicable, Subrecipient will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications;

14.15.2 Subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or CCG;

14.15.3 Subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

14.15.4 Subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

14.15.5 Subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements;

14.15.6 Subrecipient will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (16 U.S.C. §1302(a)) which requires recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of

insurable construction and acquisition is \$10,000 or more;

14.15.7 Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) if applicable, assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

14.15.8 Subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system;

14.15.9 Subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

## **ARTICLE XV**

### **TERM**

15.1 Term. This Agreement shall take effect upon execution by both Parties and shall remain in effect until December 31, 2025 unless sooner terminated pursuant to Article X (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS).

15.2 Renewal. This Agreement shall not be renewed unless mutually agreed upon by both Parties (30) day's prior to the expiration of this Agreement.

**(SIGNATURES ON FOLLOWING PAGE)**

**WHEREFORE**, the Parties, having read and understood the terms of this agreement and having all required authority, do hereby agree to such terms by execution of their signatures below.

**On Behalf of the Columbus, Georgia Consolidated Government:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Isaiah Hugley, City Manager

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandra T. Davis, Clerk of Council

(SEAL)

**On Behalf of the United Way of the Chattahoochee Valley**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ben Moser, President & CEO

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

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Statement of Work**

### **Poverty Reduction**

#### **I. Proposal Summary**

The poverty rate in the Columbus-area has been at a level almost 50% higher than the Georgia poverty rate and almost 100% higher than the United States poverty rate for decades. Because this reality is unacceptable, UWCV, at the request of the Chattahoochee Valley Poverty Reduction Coalition (CVPRC), the Poverty Reduction Chairperson for Columbus 2025 (Warren Steele), Mayor Skip Henderson, and City Manager Isaiah Hugley, propose the creation of a Vice President of Poverty Reduction (a.k.a. Poverty Czar) to lead all area poverty reduction efforts. We seek five years of funding for this VP position, which is charged with a 10-year goal of reducing our area poverty rate by 50% and leading a broader poverty reduction plan.

#### **II. Organizational Description and History**

UWCV has faithfully served the Chattahoochee Valley for over 70 years. Our core function is raising community financial support through our annual campaign and investing those funds into the community through partner agencies. Since our founding we have invested over a hundred million dollars in poverty alleviation programming. Since 2019, we have shifted our mission, vision, and focus to have a greater impact and better serve vulnerable populations, particularly children and families living in poverty.

#### **III. Background**

For many years, poverty reduction has been at the forefront of high-level discussions in the Columbus area. We know our poverty rate in the Columbus area is too high and it is the number one area of regional concern because it affects everything – crime rate, economic development opportunities, tax base, blight, perception of the region, and most importantly, the individuals living in poverty and their families' prospects for a good life.

#### **IV. Project Description**

The V.P. of Poverty Reduction (VPPR) will be responsible for forming strategic relationships across the region and creating a 10-year actionable, poverty reduction strategic plan, with stakeholder input, for Columbus and the greater Chattahoochee Valley region. The VPPR will comprehensively survey State-level policies and regulations to identify those barriers for individuals and families working toward financial self-sufficiency and would oversee advocacy work to eliminate or reduce those barriers. They will also lead a development campaign to raise awareness, fund pilot projects in the region, and ensure this work can go forward until our goal is reached.



## **EXHIBIT B**

### **PROGRAM BUDGET**

#### Poverty Reduction Budget

Narrative: UWCV seeks funding for a comprehensive poverty reduction plan in the Columbus area over a five-year period. UWCV needs a five-year commitment from primary investors in order to fully operationalize this comprehensive poverty reduction plan. UWCV believes that the plan will become self-sustaining by year six.

Budget:

	<b>2023-2024</b>	<b>2024-2025</b>	
<b>Expenses</b>	<b>Year 1</b>	<b>Year 2</b>	<b>2-Year Total</b>
Salary and benefits	\$104,000	\$107,120	\$211,120
External Consulting/Marketing	\$23,500	\$23,500	\$47,000
Travel and meetings	\$10,000	\$10,000	\$20,000
Supplies, furniture, equipment, office space, phone, other misc.	\$12,500	\$13,016	\$25,516
Anti-poverty program investment	\$30,000	\$30,000	\$60,000
Subtotal	\$180,000	\$183,636	\$363,636
Admin support	\$18,000	\$18,364	\$36,364
<b>Total Expenses</b>	<b>\$198,000</b>	<b>\$202,000</b>	<b>\$400,000</b>

## **EXHIBIT C** **PROPOSAL**

### **Vice President of Poverty Reduction (a.k.a. Poverty Czar) To:**

Columbus Consolidated Government (CCG)

**From:** United Way of the Chattahoochee Valley (UWCV)

**Re:** Funding a position to lead Columbus area poverty reduction efforts

**Date:** February 8, 2022

### **I. Proposal Summary**

The poverty rate in the Columbus-area has been at a level almost 50% higher than the Georgia poverty rate and almost 100% higher than the United States poverty rate for decades. Because this reality is unacceptable, UWCV, at the request of the Chattahoochee Valley Poverty Reduction Coalition (CVPRC), the Poverty Reduction Chairperson for Columbus 2025 (Warren Steele), Mayor Skip Henderson, and City Manager Isaiah Hugley, propose the creation of a Vice President of Poverty Reduction (a.k.a. Poverty Czar) to lead all area poverty reduction efforts.

We seek five years of funding for this VP position, which is charged with a 10-year goal of reducing our area poverty rate by 50% and leading a broader poverty reduction plan.

### **II. Organizational Description and History**

UWCV has faithfully served the Chattahoochee Valley for over 70 years. Our core function is raising community financial support through our annual campaign and investing those funds into the community through partner agencies. Since our founding we have invested over a hundred million dollars in poverty alleviation programming. Since 2019, we have shifted our mission, vision, and focus to have a greater impact and better serve vulnerable populations, particularly children and families living in poverty.

### **III. Background**

For many years, poverty reduction has been at the forefront of high-level discussions in the Columbus area. We know our poverty rate in the Columbus area is too high and it is the number one area of regional concern because it affects everything - crime rate, economic development opportunities, tax base, blight, perception of the region, and most importantly, the individuals living in poverty and their families' prospects for a good life.

### **IV. Project Description**

The Poverty Czar would be responsible for forming strategic relationships across the region and creating a 10-year actionable poverty reduction strategic plan, with stakeholder input, for Columbus and the greater Chattahoochee Valley region. The Poverty Czar would comprehensively survey State-level policies and regulations to identify those that create barriers for individuals and families working to achieve financial self-sufficiency and would oversee advocacy work to knock down those walls. They would also lead a development campaign to raise awareness, fund pilot projects in the region, and ensure this work can go forward until our goal is reached. We are currently looking for partners who can invest in five years of startup funding for the Poverty Czar position and their office. After the initial five-year period, the office would be expected to self-sustain.

**V. Budget**

- i. Narrative: UWCV seeks funding for a comprehensive poverty reduction plan in the Columbus area for a five-year period. UWCV needs a five-year commitment from primary investors in order to fully operationalize this comprehensive poverty reduction plan. UWCV believes that the plan will become self-sustaining by year six.
- ii. Budget:

<b>Expenses</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year4</b>	<b>Year 5</b>	<b>5-Year Total</b>
Salary and benefits	\$99,600	\$102,588	\$105,666	\$108,836	\$112,101	\$528,791
Admin support	\$30,000	\$60,000	\$62,000	\$64,000	\$66,000	\$282,000
External Consulting/Marketing	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Travel and meetings	\$10,000	\$11,000	\$12,000	\$13,000	\$14,000	\$60,000
Supplies, furniture, equipment, office space, phone, other misc.	\$15,000	\$10,000	\$8,000	\$5,000	\$5,000	\$43,000
Anti-poverty program investment	\$30,000	\$50,000	\$55,000	\$60,000	\$65,000	\$260,000
<b>Total Expenses</b>	<b>\$259,600</b>	<b>\$308,588</b>	<b>\$317,666</b>	<b>\$325,836</b>	<b>\$337,101</b>	<b>\$1,548,791</b>

**VI. Ask of CCG**

UWCV humbly requests an investment in the amount of \$528,791 from the CCG for five years of salary and benefits for the position VP, Poverty Reduction (a.k.a. Poverty Czar). This investment will represent the indispensable cornerstone of a ten-year Columbus-area plan to reduce our poverty rate by 50%.

Sincerely,  
Ben Moser

President and CEO, United Way of the Chattahoochee Valley, Inc.

**EXHIBIT D**  
**EXPENDITURE REPORTING SCHEDULE**

<b>Period Covered in Reports</b>	<b>Detailed Expenditure Report Due Date</b>
Jun 13 – Sep 30, 2023	October 5, 2023
Oct 1 – Dec 31, 2023	January 5, 2023
Jan 1 – Mar 31, 2024	April 5, 2024
Apr 1 – Jun 30, 2024	July 5, 2024
Jul 1 – Sep 30, 2024	October 5, 2024
Oct 1 – Dec 31, 2024	January 1, 2025
Jan 1 – Mar 31, 2025	April 5, 2025
Apr 1 – Jun 30, 2025	July 5, 2025
Jul 1 – Sep 30, 2025	October 1, 2025
Oct 1 – Dec 31, 2025	January 5, 2026

**File Attachments for Item:**

A. 18-Yard Dump Truck for Public Works Department – Georgia State Contract Cooperative Purchase

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	18-Yard Dump Truck for Public Works Department – Georgia State Contract Cooperative Purchase
<b>INITIATED BY:</b>	Finance Department

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It is requested that Council approve the purchase of one (1) 18-yard dump truck (2024 New International MV607 tandem chassis with dump body mounted on complete unit) from Rush Truck Center (Atlanta, GA) in the amount of \$159,861.00 for Rainwater Division. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-SPD0000155-0001.

The 18-yard dump truck will be used by Rainwater Division staff to transport products to and from work sites, as needed. This is replacement equipment.

Georgia Statewide Contract #99999-SPD-SPD0000155-0001 is a cooperative contract whereby Rush Truck Center is one of the awarded vendors contracted to provide Truck Chassis and Truck Bodies. The term of the contract is good through August 31, 2023. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY23 Budget: Sewer (Stormwater) Fund – Public Works – Sewer Maintenance – Heavy Trucks; 0202-260-3210-SWRM-7723.

\* \* \* \* \*

**A RESOLUTION****NO.**\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 18-YARD DUMP TRUCK (NEW INTERNATIONAL MV607 TANDEM CHASSIS WITH DUMP BODY MOUNTED ON COMPLETE UNIT) FROM RUSH TRUCK CENTER (ATLANTA, GA) IN THE AMOUNT OF \$159,861.00 FOR RAINWATER DIVISION. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-SPD0000155-0001.**

**WHEREAS**, the 18-yard dump truck will be used by Rainwater Division staff to transport products to and from work sites, as needed. This is replacement equipment; and,

**WHEREAS**, Georgia Statewide Contract #99999-SPD-SPD0000155-0001 is a cooperative contract whereby Rush Truck Center is one of the awarded vendors contracted to provide Truck Chassis and Truck Bodies. The term of the contract is good through August 31, 2023. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to purchase one (1) 18-yard dump truck (New International MV607 tandem chassis with dump body mounted on complete unit) from Rush Truck Center (Atlanta, GA) in the amount of \$159,861.00 for Rainwater Division. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-SPD0000155-0001. Funds are budgeted in the FY23 Budget: Sewer (Stormwater) Fund – Public Works – Sewer Maintenance – Heavy Trucks; 0202-260-3210-SWRM-7723.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson III, Mayor

**File Attachments for Item:**

B. Forklift for Engineering Department - Sourcewell Cooperative Purchase



**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Forklift for Engineering Department - Sourcewell Cooperative Purchase
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the purchase of one (1) forklift (Hyundai 35LN-9A 7Klb) from Thompson Truck Lift Company (Lithia Springs, GA) in the amount of \$46,200.00. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #091520-HCE.

The staff of the Engineering Department/Traffic Division will use the equipment to unload supplies at the Traffic Shop and other units as needed. This is new equipment.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #091520, initiated by Sourcewell, whereby Hyundai Construction Equipment Americas, Inc. was one of the successful vendors contracted to provide ForkLifts and Lift Trucks with Related Services. Thompson Lift Truck Company is an authorized Hyundai dealer under the Hyundai Construction Equipment Americas, Inc. contract. The contract, which commenced October 28, 2020, is good through October 26, 2024, with an option to renew for a fifth year. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY23 Budget: General Fund – Engineering – Traffic Engineering – Capital Expend – Over \$5,000; 0101-250-2100-TRAF-7761.

\* \* \* \* \*

**“ITEM B”****A RESOLUTION**

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) FORKLIFT (HYUNDAI 35LN-9A 7KLB) FROM THOMPSON TRUCK LIFT COMPANY (LITHIA SPRINGS, GA) IN THE AMOUNT OF \$46,200.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #091520-HCE.**

**WHEREAS**, staff of the Engineering Department/Traffic Division will use the equipment to unload supplies at the Traffic Shop and other units as needed. This is new equipment; and,

**WHEREAS**, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #091520, initiated by Sourcewell, whereby Hyundai Construction Equipment Americas, Inc. was one of the successful vendors contracted to provide Fork Lifts and Lift Trucks with Related Services. Thompson Lift Truck Company is an authorized Hyundai dealer under the Hyundai Construction Equipment Americas, Inc. contract. The contract, which commenced October 28, 2020, is good through October 26, 2024, with an option to renew for a fifth year. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City’s Procurement Ordinance; additionally, the City’s Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing,

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to one (1) forklift (Hyundai 35LN-9A 7Klb) from Thompson Truck Lift Company (Lithia Springs, GA) in the amount of \$46,200.00. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #091520-HCE. Funds are budgeted in the FY23 Budget: General Fund – Engineering – Traffic Engineering – Capital Expend – Over \$5,000; 0101-250-2100-TRAF-7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.

Councilor Tucker voting \_\_\_\_\_.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson III, Mayor

**File Attachments for Item:**

C. Mobile Command Vehicle for Emergency Management & Homeland Security – OMNIA Partners  
Cooperative Purchase

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Mobile Command Vehicle for Emergency Management & Homeland Security – OMNIA Partners Cooperative Purchase
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the purchase of a mobile command vehicle (FSV Custom Coach Style 45) from Farber Special Vehicles (Columbus, OH) in the amount of \$1,350,286.00. The purchase will be accomplished by cooperative purchase via Omnia Partners Cooperative Purchase Contract #128867.

The mobile command vehicle will replace the older outdated mobile command vehicle that is now 21 years old. It will support the management of incidents and planned events by providing interior and/or exterior workspaces. It will also provide command and control capabilities to the City's public safety personnel and incident/unified command members on-scene and/or at remote locations.

The mobile command vehicle will have a direct link back to the emergency operations center as well as state and federal facilities. It will be managed and maintained by the CCG's Department of Homeland Security (Emergency Management) and utilized by Columbus Police Department, Columbus Fire and EMS, and Muscogee County Sheriff's Office. It can also be offered for use as needed by the City's other public safety partners throughout Columbus such as the Muscogee County School District police, Columbus State University police, Columbus Technical College police, and more.

A maintenance plan will be implemented to help ensure the new vehicle is kept up-to-date both technologically and operationally. This is a replacement vehicle.

OMNIA Partners is the leading national cooperative purchasing program, providing government procurement resources and solutions to local and state government agencies, school districts, higher education institutions, and nonprofits looking for the best overall supplier government pricing. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY23 Budget: American Rescue Plan-Fiscal Recovery Funds – Federal ARP – Federal Public Health & Safety PS – Heavy Trucks; 0218-691-1100-ARPS-7723-40313-20230.

**A RESOLUTION**

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF A MOBILE COMMAND VEHICLE (FSV CUSTOM COACH STYLE 45) FROM FARBER SPECIAL VEHICLES (COLUMBUS, OH) IN THE AMOUNT OF \$1,350,286.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA OMNIA PARTNERS COOPERATIVE PURCHASE CONTRACT #128867.**

**WHEREAS**, the mobile command vehicle will replace the older outdated mobile command vehicle that is now 21 years old. It will support the management of incidents and planned events by providing interior and/or exterior workspaces. It will also provide command and control capabilities to the City's public safety personnel and incident/unified command members on-scene and/or at remote locations. It will have a direct link back to the emergency operations center as well as state and federal facilities. It will be managed and maintained by the CCG's Department of Homeland Security (Emergency Management) and utilized by Columbus Police Department, Columbus Fire and EMS, and Muscogee County Sheriff's Office. It can also be offered for use as needed by the City's other public safety partners throughout Columbus such as the Muscogee County School District police, Columbus State University police, Columbus Technical College police, and more. A maintenance plan will be implemented to help ensure the new vehicle is kept up-to-date both technologically and operationally. This is a replacement vehicle; and,

**WHEREAS**, OMNIA Partners is the leading national cooperative purchasing program, providing government procurement resources and solutions to local and state government agencies, school districts, higher education institutions, and nonprofits looking for the best overall supplier government pricing. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to purchase a mobile command vehicle (FSV Custom Coach Style 45) from Farber Special Vehicles (Columbus, OH) in the amount of \$1,350,286.00. The purchase will be accomplished by cooperative purchase via OMNIA Partners Cooperative Purchase Contract #128867. Funds are budgeted in the FY23 Budget: American Rescue Plan-Fiscal Recovery Funds – Federal ARP – Federal Public Health & Safety PS – Heavy Trucks; 0218-691-1100-ARPS-7723-40313-20230.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of members of said Council.

Councilor Allen voting \_\_\_\_\_.  
Councilor Barnes voting \_\_\_\_\_.

Councilor Begley voting \_\_\_\_\_.

Councilor Cogle voting \_\_\_\_\_.

Councilor Crabb voting \_\_\_\_\_.

Councilor Davis voting \_\_\_\_\_.

Councilor Garrett voting \_\_\_\_\_.

Councilor Huff voting \_\_\_\_\_.

Councilor Thomas voting \_\_\_\_\_.

Councilor Tucker voting \_\_\_\_\_.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson III, Mayor

**File Attachments for Item:**

D. Lawn Maintenance Equipment & Supplies (Annual Contract) – RFB No. 23-0033



## Columbus Consolidated Government Council Meeting Agenda Item

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Lawn Maintenance Equipment & Supplies (Annual Contract) – RFB No. 23-0033
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the purchase of lawn maintenance equipment & supplies on an “as needed” basis from Home Hardware, Inc. (Columbus, GA) for the estimated annual contract value of \$163,754.48. Various City departments will use lawn maintenance equipment.

The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods. The contract renewal is contingent upon the mutual agreement of City and contractor.

Bid specifications were posted on the web pages of the Purchasing Division, DemandStar and Georgia Procurement Registry. Three (3) bids were received on May 17, 2023. This bid has been advertised, opened, and reviewed. The bidders were:

Submittal Requirements	Home Hardware, Inc. <sup>1</sup> (Columbus, GA)			Central Turf and Irrigation Supply (Columbus, GA)		Sunsouth, LLC (Columbus, GA)	
	QUANTITY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1. Gasoline Powered Edgers	25	\$394.99	\$9,874.75	\$457.50	\$11,437.50	\$394.99	\$9,874.75
2. Gasoline Powered Line Trimmers	158	\$371.29	\$58,663.82	\$457.75	\$72,324.50	\$371.29	\$58,663.82
3. Blower, Backpack, Gasoline	20	\$347.59	\$6,951.80	\$457.75	\$9,155.00	\$347.59	\$6,951.80
4. Chain Saws, min. 3.4 cubic inch	22	\$450.29	\$9,906.38	\$485.00	\$10,670.00	\$450.29	\$9,906.38
5. Chain Saws, min. 3.9 cubic inch	12	\$552.99	\$6,635.88	\$549.25	\$6,591.00	\$552.99	\$6,635.88
6. Mowers, Rotary/Self-Propelled	2	\$1,299.00	\$2,598.00	\$1,190.00	\$2,380.00	N/A	N/A
7. 24" Hedge Trimmer	25	\$466.09	\$11,652.25	\$530.50	\$13,262.50	\$466.09	\$11,652.25
8. Ext. Hedge Trimmer	25	\$434.49	\$10,862.25	\$485.00	\$12,125.00	\$434.49	\$10,862.25
9. Telescoping Pole Pruner	15	\$608.29	\$9,124.35	\$631.50	\$9,472.50	\$608.29	\$9,124.35
10. Hydraulic Pole Chain Saw	15	\$2,499.00	\$37,485.00	N/A	N/A	N/A	N/A
<b>TOTAL ESTIMATED CONTRACT VALUE</b>		\$163,754.48		\$147,418.00		\$123,671.48	

<sup>1</sup> Home Hardware was selected because they were the responsive bidder to bid on all items.

Funds are budgeted each fiscal year for this ongoing expense: Various Departments Within Public Works: 6728.

**A RESOLUTION**

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF LAWN MAINTENANCE EQUIPMENT & SUPPLIES ON AN “AS NEEDED” BASIS FROM HOME HARDWARE, INC. (COLUMBUS, GA) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$163,754.48.**

**WHEREAS**, the lawn maintenance equipment will be used by various City departments; and,

**WHEREAS**, the contract term is for a period of two (2) years with the option to renew for three (3) additional twelve month periods.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to purchase lawn maintenance equipment & supplies on an “as needed” basis from Home Hardware, Inc. for the estimated annual contract value of \$163,754.48. Funds are budgeted each fiscal year for this ongoing expense: Various Departments Within Public Works: 6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**File Attachments for Item:**

E. Contract Extension for Integrated Transit System (Annual Contract) – RFP No. 20-0015

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Contract Extension for Integrated Transit System (Annual Contract) – RFP No. 20-0015
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the extension of an annual contract with Syncromatics Corporation dba GMV Syncromatics (Los Angeles, CA) for an integrated transit system in the annual amount of \$130,591.00 for METRA Transit System. The contract extension will be for a period of three years, beginning July 1, 2023, with the option to renew for two additional twelve-month periods.

Per Resolution No. 168-20, dated June 23, 2020, Council authorized the execution of a 3-year annual contract with Syncromatics Corporation dba GMV Syncromatics for an integrated transit system for the current fixed-route revenue fleet and paratransit fleet. The integrated transit system includes a public platform, automatic vehicle locators (AVL), computer-aided dispatch (CAD), automatic vehicle annunciation (AVA), fleet health monitoring and maintenance monitoring components.

Through the Federal Transit Administration (FTA), METRA Transit System classified Syncromatics Corporation dba GMV Syncromatics as an Only Known Source because the system components, corresponding data system, and mobile phone application of the current integrated transit system are only supported by Syncromatics Corporation dba GMV Syncromatics. Changing vendors would require removal and replacement of the existing system components, data transfer to a new system, and the creation of a new public mobile phone app. Therefore, in keeping with FTA Circular 4220.1F, 11/01/18, Rev. 1, 04/14/09, Rev. 2, 07/01/10, Rev. 3, 02/15/11, Rev. 4, 03/18/13, Ch. VI. Pg18, Section c, it is likely that the award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

DESCRIPTION	ANNUAL COST
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<b><u>Service Fees – Fixed Route</u></b> CAD/AVL, annunciation, automated passenger counting, fleet health monitoring, public Wi-Fi.	68,774.00
<b><u>Mobile Applications</u></b>	3,795.00
<b><u>Maintenance Service Plan</u></b> Scheduled onsite service visits and project management.	28,782.00
<b><u>Extended Warranty</u></b> MDT, AVA, automated passenger counter and vehicle network gateway.	29,240.00
<b>TOTAL ANNUAL COST</b>	<b>\$ 130,591.00</b>

Funding is available in the FY24 American Rescue Plan FTA Stimulus funds in Capital Expenditures over \$5,000.00.

**A RESOLUTION**

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXTENSION OF AN ANNUAL CONTRACT WITH SYNCROMATICS CORPORATION DBA GMV SYNCROMATICS (LOS ANGELES, CA) FOR AN INTEGRATED TRANSIT SYSTEM IN THE ANNUAL AMOUNT OF \$130,591.00 FOR METRA TRANSIT SYSTEM. THE CONTRACT EXTENSION WILL BE FOR A PERIOD OF THREE YEARS, BEGINNING JULY 1, 2023, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL TWELVE-MONTH PERIODS.**

**WHEREAS**, per Resolution No. 168-20, dated June 23, 2020, Council authorized the execution of a 3-year annual contract with Syncromatics Corporation dba GMV Syncromatics for an integrated transit system for the current fixed-route revenue fleet and paratransit fleet. The integrated transit system includes a public platform, automatic vehicle locators (AVL), computer-aided dispatch (CAD), automatic vehicle annunciation (AVA), fleet health monitoring and maintenance monitoring components; and,

**WHEREAS**, through the Federal Transit Administration (FTA), METRA Transit System classified Syncromatics Corporation dba GMV Syncromatics as an Only Known Source because the system components, corresponding data system, and mobile phone application of the current integrated transit system are only supported by Syncromatics Corporation dba GMV Syncromatics. Changing vendors would require removal and replacement of the existing system components, data transfer to a new system, and the creation of a new public mobile phone app. Therefore, in keeping with FTA Circular 4220.1F, 11/01/18, Rev. 1, 04/14/09, Rev .2, 07/01/10, Rev .3, 02/15/11, Rev. 4, 03/18/13, Ch. VI. Pg18, Section c, it is likely that the award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to extend the annual contract with Syncromatics Corporation dba GMV Syncromatics (Los Angeles, CA) for an integrated transit system in the annual amount of \$130,591.00 for METRA Transit System. The contract extension will be for a period of three years, beginning July 1, 2023, with the option to renew for two additional twelve-month periods. Funding is available in the FY24 American Rescue Plan FTA Stimulus funds in Capital Expenditures over \$5000.00.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

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Sandra T. Davis, Clerk of Council

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B.H. "Skip" Henderson III, Mayor

**File Attachments for Item:**

**TWO (2) 2023 CHEVROLET SILVERADO 2500HD PICKUP TRUCKS FOR THE PUBLIC WORKS DEPARTMENT**

On May 17, 2023, a purchase order was executed for two (2) 2023 Chevrolet Silverado 2500HD pickup trucks for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicles were purchased from Sons Chevrolet LLC (Columbus, GA) at a unit price of \$60,237.00 and \$60,281.00 respectively, and a total price of \$120,518.00. Sons Chevrolet LLC had vehicles available on their lot. The vehicles will be used by Facilities Maintenance staff as Service Vehicles performing duties to maintain and service City facilities. These are replacement vehicles.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Facilities Maintenance – Light Trucks; 0101-260-2700-MNTN-7722.

**ONE (1) ANIMAL ADOPTION TRAILER FOR THE PUBLIC WORKS DEPARTMENT**

On May 17, 2023, a purchase order was executed for one (1) animal adoption trailer (Forest River 7x20TA2) for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The trailer was purchased from Trax and Trailers (Perry, GA) at a unit price of \$50,886.00. It will be used by the Animal Care and Control Division staff to transport highly adoptable animals to off-site adoption events, or any public or private event whereby the City is invited to participate.

Trax and Trailers was selected because the trailer is custom built equipment and the vendor has built the last three (3) custom trailers purchased by the CCG.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Animal Control – Other Equipment; 0101-260-2400-ACCC-7762.



#### **ONE (1) ANIMAL HORSE TRAILER FOR THE PUBLIC WORKS DEPARTMENT**

On May 18, 2023, a purchase order was executed for one (1) animal horse trailer (2023 Adam 2H Rustler Trailer) for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The trailer was purchased from Horse Pro Trailers (Gainesville, GA) at a unit price of \$22,895.00. It will be used by the Animal Care and Control Division staff to transport horses and other large animals required for pickup.

Horse Pro Trailers was selected because this is a specialized vehicle and the vendor had the trailer available for under \$25,000.00.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Animal Control – Other Equipment; 0101-260-2400-ACCC-7762.

#### **ONE (1) 2023 NISSAN FRONTIER PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Nissan Frontier pickup truck for the Columbus Fire Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Headquarter Nissan of Columbus (Columbus, GA) at a unit price of \$36,017.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

#### **ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Son's Ford LLC (Auburn, AL) at a unit price of \$45,930.50. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

#### **TWO (2) 2023 RAM PROMASTER 1500 HIGH ROOF VANS FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for two (2) 2023 RAM ProMaster 1500 High Roof Vans for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicles were purchased from Warner Robins Motors LLC (Warner Robins, GA) at a unit price of \$61,550.00 and \$54,510.00 respectively, and a total price of \$116,060.00. The vehicles will be used by the department's Dive Team and Support Team to transport supplies to needed locations. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7721.

#### **ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$42,769.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**ONE (1) 2023 FORD F-150 4X2 SUPER CREW PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 4x2 Super Crew pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$46,678.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**ONE (1) 2023 CHEVROLET SILVERADO 1500 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Chevrolet Silverado 1500 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Sons Chevrolet LLC (Columbus, GA) at a unit price of \$42,658.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE INFORMATION TECHNOLOGY DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Information Technology Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$59,342.53. The vehicle will be used by IT personnel as they provide technology services for CCG Departments. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: General Fund – Information Technology – Information Technology – Light Trucks; 0101-210-1000-ISS-7722.

**Columbus Consolidated Government**  
**Information Only: Exigent “Off the Lot” Vehicle Purchase**

**1. TWO (2) 2023 CHEVROLET SILVERADO 2500HD PICKUP TRUCKS FOR THE PUBLIC WORKS DEPARTMENT**

On May 17, 2023, a purchase order was executed for two (2) 2023 Chevrolet Silverado 2500HD pickup trucks for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicles were purchased from Sons Chevrolet LLC (Columbus, GA) at a unit price of \$60,237.00 and \$60,281.00 respectively, and a total price of \$120,518.00. Sons Chevrolet LLC had vehicles available on their lot. The vehicles will be used by Facilities Maintenance staff as Service Vehicles performing duties to maintain and service City facilities. These are replacement vehicles.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Facilities Maintenance – Light Trucks; 0101-260-2700-MNTN-7722.

**2. ONE (1) ANIMAL ADOPTION TRAILER FOR THE PUBLIC WORKS DEPARTMENT**

On May 17, 2023, a purchase order was executed for one (1) animal adoption trailer (Forest River 7x20TA2) for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The trailer was purchased from Trax and Trailers (Perry, GA) at a unit price of \$50,886.00. It will be used by the Animal Care and Control Division staff to transport highly adoptable animals to off-site adoption events, or any public or private event whereby the City is invited to participate.

Trax and Trailers was selected because the trailer is custom built equipment and the vendor has built the last three (3) custom trailers purchased by the CCG.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Animal Control – Other Equipment; 0101-260-2400-ACCC-7762.

**3. ONE (1) ANIMAL HORSE TRAILER FOR THE PUBLIC WORKS DEPARTMENT**

On May 18, 2023, a purchase order was executed for one (1) animal horse trailer (2023 Adam 2H Rustler Trailer) for the Public Works Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The trailer was purchased from Horse Pro Trailers (Gainesville, GA) at a unit price of \$22,895.00. It will be used by the Animal Care and Control Division staff to transport horses and other large animals required for pickup.

Horse Pro Trailers was selected because this is a specialized vehicle and the vendor had the trailer available for under \$25,000.00.

Funds are budgeted in the FY23 Budget: General Fund – Public Works – Animal Control – Other Equipment; 0101-260-2400-ACCC-7762.

**4. ONE (1) 2023 NISSAN FRONTIER PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Nissan Frontier pickup truck for the Columbus Fire Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Headquarter Nissan of Columbus (Columbus, GA) at a unit price of \$36,017.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**5. ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Son's Ford LLC (Auburn, AL) at a unit price of \$45,930.50. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**6. TWO (2) 2023 RAM PROMASTER 1500 HIGH ROOF VANS FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for two (2) 2023 RAM ProMaster 1500 High Roof Vans for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicles were purchased from Warner Robins Motors LLC (Warner Robins, GA) at a unit price of \$61,550.00 and \$54,510.00 respectively, and a total price of \$116,060.00. The vehicles will be used by the department's Dive Team and Support Team to transport supplies to needed locations. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7721.

**7. ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$42,769.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**8. ONE (1) 2023 FORD F-150 4X2 SUPER CREW PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 4x2 Super Crew pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$46,678.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**9. ONE (1) 2023 CHEVROLET SILVERADO 1500 PICKUP TRUCK FOR THE COLUMBUS FIRE/EMS DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Chevrolet Silverado 1500 pickup truck for the Columbus Fire/EMS Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Sons Chevrolet LLC (Columbus, GA) at a unit price of \$42,658.00. The vehicle will be used by the Fire Department Battalion Chief in support of their assigned duties. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Fire & EMS – Public Safety-LOST – Light Trucks; 0102-410-9900-LOST-7722.

**10. ONE (1) 2023 FORD F-150 PICKUP TRUCK FOR THE INFORMATION TECHNOLOGY DEPARTMENT**

On May 22, 2023, a purchase order was executed for one (1) 2023 Ford F-150 pickup truck for the Information Technology Department due to exigent circumstances, as approved by Council per Resolution No. 067-23.

The vehicle was purchased from Rivertown Ford (Columbus, GA) at a unit price of \$59,342.53. The vehicle will be used by IT personnel as they provide technology services for CCG Departments. According to Fleet Management, the vehicle is not under a Cooperative Contract.

Funds are budgeted in the FY23 Budget: General Fund – Information Technology – Information Technology – Light Trucks; 0101-210-1000-ISS-7722.



**File Attachments for Item:**

A. Final Employee Appeals Update-Pay Study – Reather Hollowell, Director, Human Resources



# Final Employee Appeals Update and Analysis

## New Pay Plan

# Final Employee Appeals Overview

- November 12, 2022 – New Pay Plan Adopted by Council
  - January 27, 2023 – Employees received new pay adjustments in paychecks
  - March 24, 2023 – Employees received retro-payment
- 
- November 17, 2022 – Employees received email to submit final appeal to the City Manager
  - December 9, 2022 - Soft deadline for employees to submit final appeal

# Employee Appeals Analysis

<b>Total Appeals Submitted</b>	<b>142</b>	<b>100%</b>
General Government	<b>110</b>	<b>77%</b>
Public Safety	<b>32</b>	<b>23%</b>

<b>Total Appeals Approved/Denied</b>	<b>142</b>	<b>100%</b>
Appeals Approved	<b>52</b>	<b>37%</b>
Appeals Denied	<b>90</b>	<b>63%</b>

# Employee Appeals Review

- Requesting change in the Class Parity methodology
- Requesting more pay due to additional responsibilities
- Requesting a different pay grade assignment
- Requesting additional pay for years of service
- Requesting adjustment based on Hire Date rather than Class Date

# City Manager Final Appeal Review Process

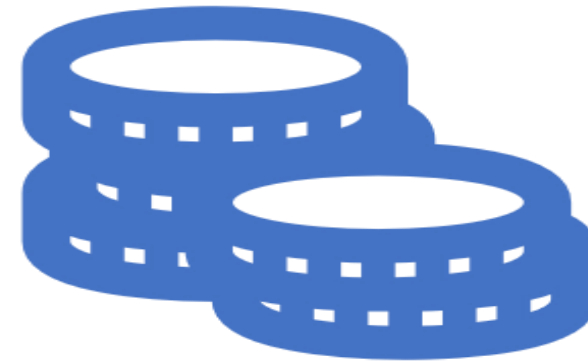
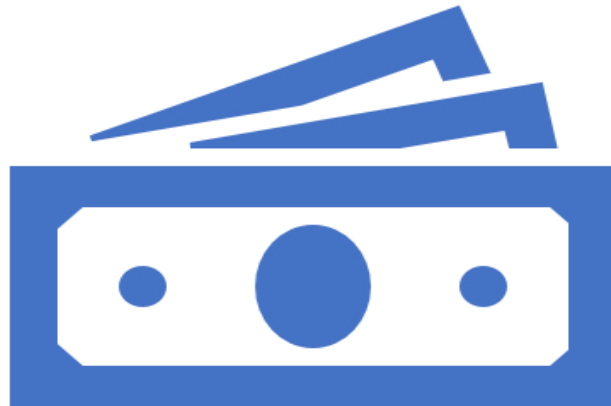
- City Manager reviewed all 142 appeal forms submitted by employees three times.
- After third review, met with the HR Director and Staff to review/discuss each employee's appeal.
- Met with department head or elected official for each employee who filed an appeal to review/discuss the appeal with the department head/elected official, shared the employee appeal form, shared proposed recommendation, and heard from the department head/elected official as to whether they concur with proposed recommendation. None expressed disagreement with proposed recommendation.
- Scheduled 15 minutes sessions with each employee who filed an appeal to hear from them/discuss and share proposed recommendation. Each employee had the opportunity to express themselves and explain if something was missed, i.e., time in class/position, job duties/responsibilities, etc.
- Approved and denied appeals finalized.

# Final Employee Appeals Cost Impact

Item #A.

## Recommend Approval of Appeals

- \$292,037 – Total cost impact of approved appeals
- Cost included in FY24 Budget Recommendation



**File Attachments for Item:**

B. Outdoor Parks Grant - Holli Browder, Director, Parks and Recreation





## American Rescue Plan Act Improving Neighborhood Outcomes in Disproportionally Impacted Communities Grant Program

**June 13, 2023**

Columbus Parks and Recreation  
Holli Browder, Director, CPRP, AFO, CPO, GIP



# American Rescue Plan Act

## Improving Neighborhood Outcomes in Disproportionally Impacted Communities Grant Program

Item #B.

### Grant 1 Playground Replacement Project

- Replace Boxwood Playground
- Replace Charlie Hill Park Playground
- Replace Lakebottom Playground

Project Awarded \$1,121,807.28



# American Rescue Plan Act

## Improving Neighborhood Outcomes in

## Disproportionally Impacted Communities

## Grant Program

Item #B.

Grant 2: Replacement of Lights at A.J. McClung Memorial Stadium.

- The AJ McClung Memorial Stadium project is intended to replace aging light poles, lighting structures, and field lights that are in need of replacement due to extended use and wear. Currently, the facility is home to Muscogee County High School football as well as other levels of school and youth play in the Chattahoochee Valley. In addition to high school and youth football, it also is home to collegiate football as well as other sporting events and entertainment activities.

- Project Awarded: \$909,480.00

- Page 254 -



# American Rescue Plan Act

## Improving Neighborhood Outcomes in

## Disproportionally Impacted Communities

## Grant Program



Grant 3: Bibb City Soccer Field.

- Renovations to the Bibb City Soccer Field would allow for us to remove the existing field surface and to address erosion, irrigation and excessive use at the facility which will contribute to a better playing surface that will allow for more usage to occur on the field. The renovation would also allow for the old and broken fences to be removed as well as the outdated concession and restrooms. The fencing would be replaced as well as a new concession building and new restrooms that would contribute to greater health and safety for the community and park users.
- These changes would allow for us to have better maintenance and upkeep of the facility and field and increase our usage to allow for us to move other groups here to play soccer. But not only could we increase our ability to offer soccer at this facility it would also allow for us to potentially add other healthy opportunities such as frisbee golf, lacrosse, and any other field sport that could be played onsite due to the amenities that would be available.
- Awarded Amount: \$1,635,761.27





# Questions..



**File Attachments for Item:**

C. Pickleball Update – Holli Browder, Director, Parks & Recreation



# Pickleball in Columbus, Ga

Holli Browder, CPRP, AFO, CPO, GIP

Director Columbus Parks and Recreation Department



# Pickleball Court Locations and Schedules

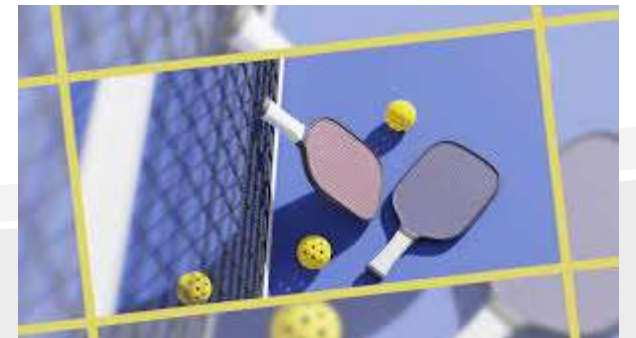
- **29<sup>th</sup> Street Gym**  
2 Courts  
Tuesday and Thursday 4:30 PM- 6:00 PM
- **Carver Park**  
2 Courts  
Monday and Friday 11:00 AM – 1:00 PM
- **Cooper Creek**  
8-10 Courts  
Monday and Thursday are 5:30 PM - 8:30 PM  
Saturday 8:30 AM – 11:00 AM
- **Comer Recreation Center**  
2 Courts (No program at this time.)
- **Frank Chester Recreation Center**  
2 Courts  
Tuesday 10:30 AM - 11:30 AM and 5:30 PM - 6:30 PM





# Pickleball Court Locations and Schedules

- **Northside Recreation Center**  
2 Courts  
Tuesday, Wednesday, and Friday 11:00 AM – 2:00 PM
- **Pop Austin Recreation Center**  
2 Courts for Therapeutic Recreation to play on
- **Psalm Road Recreation Center**  
We have two badminton courts that they play pickleball on.  
Monday from 11:00 AM – 2:00 PM  
Friday 5:00 PM – 6:45 PM for July – September
- **Shirley Winston**  
2 Courts  
Monday and Wednesday 11:00 AM-12:00 PM (Will be starting soon.)



Currently **26 Pickleball Courts** available at  
Columbus Parks and Recreation facilities



# Pickleball Funding at Cooper Creek

- Private restricted donation of \$90,000
- SPLOST \$1,500,000
  - Budgeted in FY24 for 12 Courts
  - Notice of Election specified Pickleball at Cooper Creek Park in Resolution No. 227-21

**Parks and Recreation Projects** will include the renovation/replacement of 3 swimming pools with pools and/or splash pads, Flat Rock Park Improvements, Carver Park Improvements, Cooper Creek Park Improvements to include Pickleball Courts, Benning Park Improvements, Lakebottom Park Improvements, Theo McGee Park Improvements, Woodruff Farm Soccer Complex Improvements, Mini Splash Pads at South Commons/Civic Center, Carver Park, Liberty District, City Service Center, and 2 additional locations to be determined, and other enhancements to existing parks to include restrooms, pavilions, facilities, and other recreational opportunities at an estimated cost of \$48,000,000.





# Pickleball Discussions with Private Organization

- We are continuing discussions with the Pickleball Association with an upcoming meeting to talk about their initiative and how the city can partner.
- We will come back to council with an update.

# QUESTIONS?



**File Attachments for Item:**

D. City Hall Update - Ryan Pruett, Director, Inspections & Code



City Council Meeting  
June 13, 2023

# COLUMBUS CITY HALL UPDATE



Item #D.

# COLUMBUS CITY HALL

# PHASE I TIMELINE

- Certificate of Occupancy obtained June 9, 2023
- Final cleaning, furniture relocation, and closeout activities ongoing.
- Moving activities tentatively scheduled to begin the week of June 19, 2023. All departments tentatively scheduled to be relocated by the end of July 2023.

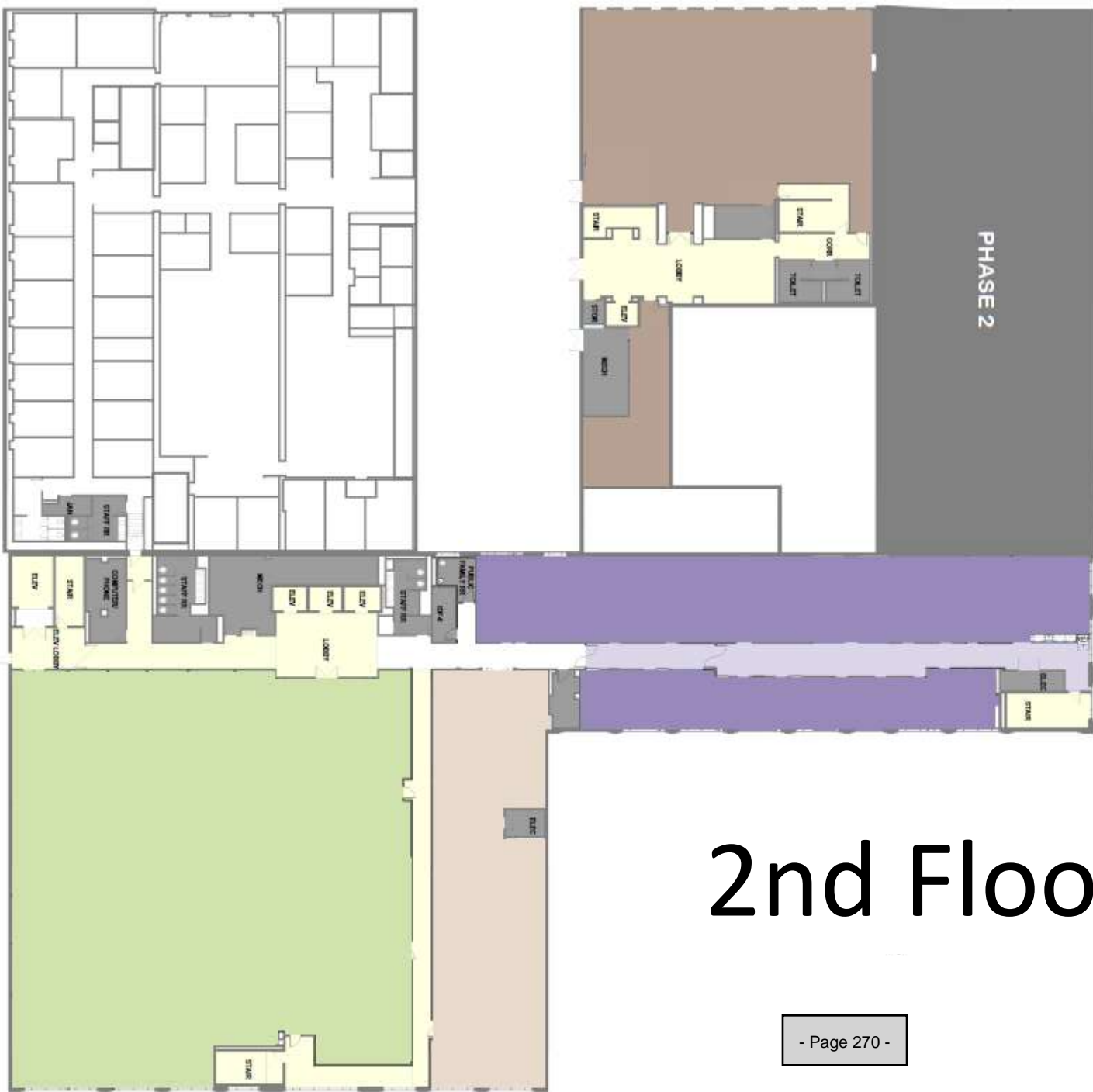


Department	Current Location	Relocating to	Timeframe	Item #D.
Information Technology	5th Floor, Government Center	Development Resource Center - 2nd Floor	June	
Finance	5th Floor, Government Center	Development Resource Center - 1st Floor	June	
UGA Cooperative Extension	Annex	Development Resource Center - 1st Floor	June	
Job Training Division	Annex	Development Resource Center - 2nd Floor	June	
Parks & Recreation	Citizen Service Center	Development Resource Center - 2nd Floor	June	
Human Resources	East and West Wing Government Center	Human Resources Building - 1st Floor and 2nd Floor	June	
Mayor’s Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	July	
City Manager’s Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	July	
City Attorney’s Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	July	
Clerk of Council’s Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	July	
311 Citizen Services Center	<div>- Page 268 -</div> Citizen Service Center	Development Resource Center - 1st Floor	July	



## DEPARTMENT

- 
- |   |                        |
|---|------------------------|
|  | PUBLIC CIRCULATION     |
|  | BUILDING SUPPORT       |
|  | INFORMATION TECHNOLOGY |
|  | HUMAN RESOURCES        |
|  | JOB TRAINING           |
|  | PARKS & RECREATION     |






## 2nd Floor





DEPARTMENT

-  PUBLIC CIRCULATION
-  BUILDING SUPPORT
-  City Attorney's Office
-  Mayor's Office
-  City Manager's Office
-  Clerk of Council's Office

# 3rd Floor



# PHASE II TIMELINE

- Synovus vacates Executive Building – July 31, 2024
- Renovation of Executive Building – August 2024 – March 2025
- Phase 2 Relocations - 2025
  - Mayor's Office – 5<sup>th</sup> Floor of the Executive Building
  - City Manager's Office – 4<sup>th</sup> Floor Executive Building
  - City Attorney's Office – 3<sup>rd</sup> Floor Executive Building
  - Clerk of Council's Office – 2<sup>nd</sup> Floor Executive Building
  - Engineering Department, Inspections & Code Department, Planning Department, Community Reinvestment Department - 3<sup>rd</sup> Floor Development Resource Center
  - Finance Department-Revenue Division – 1<sup>st</sup> Floor Executive Building
  - Print Shop – Basement of Broadway South Building

# QUESTIONS

**File Attachments for Item:**

**DATE:** June 13, 2023

**TO:** Mayor and Councilors

**FROM:** Finance Department

**SUBJECT:** Advertised Bids/RFPs/RFOs

**June 14, 2023**

**Concrete Slabs for Exterior Exercise Equipment – RFB No. 23-0042**

**Scope of Bid**

Provide all labor, equipment, and materials required to pour and finish three concrete 35' x 65' slabs for the Parks and Recreation Department. The concrete slabs are for exterior exercise systems at Britt David Park, Cooper Creek Park, and Rigdon Park. **Bidders must have relevant experience in work of this nature.**

**June 16, 2023**

**Hazard Mitigation Plan Update – RFP No. 23-0039**

**Scope of RFP**

Columbus Consolidated Government is requesting proposals for a professional firm to provide an updated County Hazard Mitigation Plan for its Emergency Management Division of the Homeland Security Department. The plan shall meet or exceeds FEMA and Georgia Emergency Management Agency requirements. **The successful firm shall complete the updated plan by October 11, 2023.**

**Bulk Mailing Services for Various Departments (Annual Contract) – RFB No. 23-0012**

**Scope of RFP**

Columbus Consolidated Government is seeking proposals from qualified vendors to provide bulk mailing services for various Departments on an “as needed” basis. Such projects will consist of mailings in excess of one-thousand (1,000) pieces.

The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.

**June 23, 2023**

**Demolition Services (Annual Contract) – RFP No. 23-0024**

**Scope of RFP**

Columbus Consolidated Government is requesting proposals for qualified vendors to provide all necessary equipment, materials, transportation, and labor for residential and commercial demolition services.

The contract term shall be for two years with the option to renew for three additional twelve-month periods.

**July 14, 2023**

**Automated Speed Detection for School Zone Safety Enforcement (Annual Contract) – RFP No. 23-0036**

**Scope of RFP**

The Columbus Consolidated Government is requesting proposals for automated speed detection for school zone safety enforcement systems and services, specifically LiDAR (Light Detection and Ranging) with ALPR (Automated License Plate Readers) functions to integrate with the existing Flock Safety system for the Columbus Police Department.

The contract term shall be for two years with the option to renew for three additional twelve-month periods.



**DATE:** June 13, 2023

**TO:** Mayor and Councilors

**FROM:** Finance Department

**SUBJECT:** Advertised Bids/RFPs/RFQs

### **June 14, 2023**

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##### Scope of Bid

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### **June 16, 2023**

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The contract term shall be for two years with the option to renew for three additional twelve-month periods.

**File Attachments for Item:**

1. Certificate of Need Application submitted by Ultra Care of Georgia, Inc. to expand its existing home health agency in State Service Delivery Region-8.



The CON document in its entirety Item #1.  
consisting of **74 pages** is on file in  
the Clerk of Council's Office

Elliott L. Coward  
404-504-5412  
ecoward@mmmlaw.com  
www.mmmlaw.com

May 26, 2023

**VIA FEDERAL EXPRESS**

Sandra Davis, Clerk of Council  
Columbus Consolidated Government  
100 10<sup>th</sup> Street, 6<sup>th</sup> Floor  
Columbus, GA 31901

Re: **Certificate of Need Application Submission, Ultra Care of Georgia, Inc.**

Dear Ms. Davis:

Please find enclosed a copy of the Certificate of Need Application to be filed on May 30, 2023 by Ultra Care of Georgia, Inc. to expand its existing home health agency in State Service Delivery Region-8 with its home office in Columbus. State regulations require us to deliver a copy of this application to you.

Sincerely Yours,

*/s/ Elliott L. Coward*

Elliott L. Coward  
Attorney for Ultra Care

Enclosures

15874052 v2

## Section 1: General Identifying Information

1. Enter the following information for the person or entity that will offer or develop the new institutional health service. If applicable, this information should correspond with the information submitted to the Department's Healthcare Facility Regulation Division as the "Name of the Governing Body." The contact person should be a person directly affiliated with the Applicant and not a consultant or attorney.

APPLICANT		
Applicant Legal Name: Ultra Care of Georgia, Inc.		
d/b/a (if applicable): n/a		
Address: 5820 Veterans Pkwy, Suite 109		
City: Columbus	State: GA	Zip: 31904
County: Muscogee	Main Business Phone: (706) 324-7792	
Parent Organization: UltraCare of Georgia, Inc.		
CONTACT PERSON		
Name: Glenn Page		Title or Position: CEO
Phone: (706) 324-7763	Fax: (706) 324-7792	
E-mail Address: gpage@ultrahomehealth.com		

2. Is the name of the facility or proposed facility different than the Applicant's legal name? ☐ YES ☒ NO

If **YES** → Enter the facility information below. If applicable, this information should correspond to the "Name of Facility" maintained by the Department's Healthcare Facility Regulation Division.

If **NO** → Continue to the next question.

FACILITY		
Facility Name:		
Facility Address:		
City:	State:	Zip:
County:	Phone:	

3. If the facility is currently existing, is it currently licensed or permitted by the Department's Healthcare Facility Regulation Division?

☒ YES ☐ NO ☐ Not Applicable

If **YES** → Attach a copy of any and all licenses and permits at **APPENDIX B**.

If **NO** → Continue to the next question.

If **Not Applicable** → Check one of the following: ☐ Not Currently Existing (Proposed Only)  
☐ No License or Permit Required

## Project Description--Question 18

### The Proposed Project

The applicant proposes to expand its existing home health agency ("HHA") to serve twelve (12) counties in SSDR 8. This CON application is being filed in response to a calculated net need for additional home health services in the area. On March 31, 2023, the Department of Community Health ("DCH") published its 2025 Home Health Services Need Projections. The methodology showed a net need for 600 additional home health patients in SSDR 8, with specific unmet need in 14 counties in the area. Ultra Care proposes to serve up to 100% of the unmet need in 12 of the SSDR 8 counties. Specifically, Ultra Care proposes to serve:

- |                 |                |
|-----------------|----------------|
| ▪ Randolph (66) | ▪ Marion (122) |
| ▪ Clay (56)     | ▪ Quitman (65) |
| ▪ Dooly (83)    | ▪ Schley (98)  |
| ▪ Macon (187)   | ▪ Stewart (67) |
| ▪ Sumter (382)  | ▪ Taylor (114) |
| ▪ Talbot (49)   | ▪ Webster (17) |

### The Applicant

The applicant, Ultra Care of Georgia, Inc. is a locally owned home health agency that has been providing post acute services since 2002. Ultra Care is a family-oriented, full-service home health care agency providing quality care to individuals in central Georgia. The medical professionals at Ultra Care specialize in delivering compassionate care, along with a personalized solution to meet the needs of patients within the relaxing, comfortable environment of their homes. Ultra Care provides services in the following disciplines:

- Skilled Nursing
- Home Health Aides
- Physical, Occupational, & Speech Therapy
- Infusion Therapy
- IV Therapy
- Medical Nutrition Therapy
- Wound Care
- Patient & Family Support through Medical Social Workers
- Patient & Caregiver Education

Ultra Care is qualified to meet the needs of the proposed service area. Ultra Care has been based in Muscogee County since its inception, and uniquely understands the region and its residents. Now, Ultra Care seeks to apply its knowledge and expertise in home health care services to remaining residents of SSDR 8. The home health agency is an expansion of an existing agency and requires minimal expansion costs of approximately \$20,000 (not including the cost to prepare the CON).

Range of Services

Ultra Care will operate alongside the existing continuum of care in SSDR 8 by providing medical or personal care services in the patient's home via licensed or certified personnel. Patients requiring home health services have a wide variety of care needs and capabilities, and its expertise and experience in offering such services allows Ultra Care to efficiently and skillfully meet those needs. Ultra Care will offer skilled nursing care, home health aides, medical social work, and a variety of therapies, including physical therapy, speech therapy, and occupational therapy.


### Section 3: General Review Considerations

All Certificate of Need applications are evaluated to determine their compliance with the general review considerations contained in Rule 111-2-2-.09. Please document how the proposed project conforms with the following general review considerations.

#### Rule 111-2-2-.09(1)(a): Consistency with State Health Plan

*The proposed new institutional health service is reasonably consistent with the relevant general goals and objectives of the State Health Plan.*

19. Explain how the project is consistent with the State Health Plan or why it does not apply. Also explain how the application is consistent with the Applicant's own long range plans.

 **NOTE:** If your explanation exceeds this blocked space, attach additional 8-½ by 11-inch pages, number the first sheet Page 10.1, the second Page 10.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 10.1, etc. behind this Page 10.

Please see the attached discussion of the project's consistency with the State Health Plan beginning at p. 10.1.



### Consistency with the State Health Plan – Question 19

Ultra Care's proposed expansion of its HHA to serve SSDR 8 counties with calculated unmet need is consistent with the goals and objectives described in the Home Health Services Component Plan. The goal of the State Health Plan is:

*To ensure that Georgia citizens have access to cost-effective, efficient, and quality home health services.*

This general goal is achieved through a series of six objectives that aim to increase access to home health services for Georgians. The proposed project will undoubtedly increase access to cost-effective, efficient, high quality home health services for residents of SSDR 8. The following narrative provides detail supporting Ultra Care's compliance with the State Health Plan.

**Objective 1: Improve access to cost-effective, quality home health services by authorizing these services based on a demand-based numerical need methodology.**

DCH's Home Health Services Need Projections for Horizon Year 2025 were published on March 31, 2023. Application of the numerical need methodology in Rule 111-2-2-.32(3)(a) identified an overall unmet need of 600 patients in SSDR 8. **Figure 1** shows the calculated need by county for SSDR 8.

**Figure 1**

#### 2025 Home Health Services Need Projections, SSDR 8 Counties

8	Chattahoochee	10,899	84	55	0.5%	55	(29)	0	(29)
8	Clay	2,771	73	17	(0.8%)	17	(56)	0	(56)
8	Cnsp	21,877	433	487	(0.4%)	485	52	0	52
8	Dooly	12,852	269	187	(0.9%)	185	(83)	0	(83)
8	Harris	36,020	705	491	0.7%	495	211	0	211
8	Macon	12,585	242	55	(0.7%)	55	(187)	0	(187)
8	Marion	8,130	182	60	(0.4%)	60	(122)	0	(122)
8	Muscogee	185,566	2,933	3,853	(0.7%)	3,827	895	0	895
8	Quitman	2,254	65	1	(0.3%)	1	(65)	0	(65)
8	Randolph	6,547	161	96	(0.8%)	95	(66)	0	(66)
8	Schley	5,354	98	0	0.1%	0	(98)	0	(98)
8	Stewart	5,945	106	39	(0.7%)	39	(67)	0	(67)
8	Sumter	28,619	525	144	(0.6%)	143	(382)	0	(382)
8	Talbot	5,858	152	104	(1.1%)	103	(49)	0	(49)
8	Taylor	7,773	162	48	(0.5%)	48	(114)	0	(114)
8	Webster	2,384	56	40	(1.5%)	39	(17)	0	(17)
<b>SSDR 08 TOTAL</b>		<b>355,434</b>	<b>6,247</b>	<b>5,677</b>		<b>5,647</b>	<b>(600)</b>	<b>0</b>	<b>(600)</b>

Source: DCH Home Health Agency Services Need Projection Summary, 03/31/2023.

Ultra Care proposes to expand its HHA to serve twelve of the SSDR 8 counties that show a net projected unmet need in the horizon year, which include:

- Randolph (66)
- Clay (56)
- Dooly (83)
- Marion (122)
- Quitman (65)
- Schley (98)

- Macon (187)
- Sumter (382)
- Talbot (49)
- Stewart (67)
- Taylor (114)
- Webster (17)

The net projected unmet need in these counties is 1,306 patients by 2025. Ultra Care is uniquely qualified to meet the large unmet need in the proposed service area. As discussed, Ultra Care, as a company, is home grown in the SSDR and has a unique understanding of the residents of the area.

The twelve SSDR 8 counties that Ultra Care proposes to serve currently have several providers of home health services. **Figure 2** shows details of the existing inventory of home health providers that are currently authorized to provide services in the counties that Ultra Care proposes to serve.

**Figure 2**

Existing Inventory of Home Health Agencies Serving the Proposed Service Area		
Agency Name	UID	Authorized Counties with Unmet Need
Amedisys Home Health of Macon	HHA075	Sumter
Amicita Home Health	HHA117	Clay, Randolph
CareSouth - An Affiliate of Crisp Regional	HHA052	Dooly, Macon, Sumter
Encompass Health Home Health	HHA053	Marion, Stewart, Talbot, Taylor, Webster
Kindred at Home - Columbus	HHA019	Marion, Talbot
Phoebe Home Health	HHA051	Clay, Quitman, Randolph, Stewart, Sumter, Webster

The project will expand an existing HHA to meet a DCH-defined unmet need per DCH's demand-based need methodology. Ultra Care has the knowledge and expertise to meet this need in light of its established record for high-quality home health care and can do so in a cost-effective manner.

**Objective 2. Ensure quality and patient safety through compliance with appropriate standards and Guidelines.**

Ultra Care will continuously ensure quality and patient safety by implementing and upholding rigorous compliance standards that exceed industry standards and guidelines. Ultra Care and its leadership will utilize the knowledge and expertise gained from operating and serving home health patients to implement robust education and safety, risk management, and quality improvement policies and procedures, which will ensure staff and patient safety compliance and high-quality care.

Ultra Care has an existing performance improvement program and intends to implement a more robust Quality Improvement program as well to reflect its future growth. The QAPI Program will be developed, implemented, regularly reviewed, and updated regularly.

The goals of the QAPI Program are:

To collect and analyze data to improve identified processes, patient safety and outcomes within the Agency.

- To educate and involve appropriate staff (including skilled staff) in Quality Assessment and Performance Improvement (QAPI) activities.
- To collect and analyze data to improve identified processes of patient care/services as well as outcomes of patient care, leadership and managerial processes, as indicated. To establish mechanisms to reprioritize QAPI activities in response to unusual and/or urgent events.
- To allocate adequate resources for QAPI.
- To create and maintain information systems (manual and/or computer) to support the collecting, managing and analyzing of data needed to facilitate ongoing QAPI.
- To endeavor to meet the needs/expectations of our internal and external customers and suppliers including: staff, patients, families, caregivers, physicians, referral sources, third party providers, community agencies, federal and state agencies and accrediting organizations.
- To apply principles and tools of QAPI to all aspects of the organization.

The QAPI Program will be established by senior management of the organization in collaboration with interdisciplinary staff members with the governing body holding ultimate responsibility. Staff at all levels of the agency participate in the QAPI process. Appropriate data is gathered continuously and analyzed at least quarterly with recommendations implemented to improve the quality of patient care services, organizational performance, and to improve patient, physician, and customer satisfaction.

The QAPI program includes processes for measuring, analyzing, and tracking quality indicators, including adverse patient events, and other aspects of performance that enable the home health to assess processes of care, services and operations in the following domains:

- Environment of care
- Emergency management
- Equipment Management
- Human Resources
- Infection Prevention and Control
- Information management
- Leadership
- Medication Management
- Provision of care, treatment and services
- Record of care, treatment, and services
- Rights and responsibilities
- Waived testing

The proposed home health agency will collect data that will be used to monitor the effectiveness and safety of services and quality of care and identify opportunities for improvement. Program data includes, but is not limited to:

- Measures derived from OASIS data (when applicable).
- Adverse event reports.
- Home visits.

- Patient medical records.
- Patient/caregiver interviews.
- Staff interviews.
- Policies/procedures.
- Incident reports.
- Medication profiles.
- On-call logs.
- Supervisory visit observation.
- Peer review.
- Patient perception of care surveys.
- Recommendations from federal, state and accreditation surveys and other regulatory agencies.

Statistical techniques will be utilized, as appropriate, to compile and analyze data. Such statistical techniques include: control charts, histograms, bar graphs and Pareto charts. Such techniques help to focus the Agency's attention and resources on those processes and outcomes for which more intensive analysis will be most beneficial.

The QAPI Committee is responsible for taking appropriate action. Aggregate measures of performance for each process will be compared to pre-established performance expectations to determine if additional evaluation is required. If the performance expectation is not met, the findings will be evaluated by the QAPI Committee to determine the systematic approach for making improvement. A summary of data collection, analysis, recommendations for improvement and report of cumulative findings will be prepared by the QAPI Committee. The reports are forwarded to the Governing Body. Failure to achieve expected levels of performance will be documented and an explanation delineated to identify opportunities for improvement.

The home health performance improvement program is evaluated for effectiveness at least annually and revised as necessary to assure appropriateness of the approach to planning processes of improvement, setting priorities for improvement, assessing performance systematically, using statistically valid methods, implementing improvement activities on the basis of assessment, and improvement outcomes.

**Objective 3. Assess availability, quality and effectiveness of services being provided through information and statistical data.**

Ultra Care maintains internal monitoring and control systems designed to collect, organize, and provide periodic information and data to evaluate how effective the services are relative to patient needs. There are a number of data sources and statistical tools that Ultra Care utilizes to assess the availability, quality and effectiveness of services being provided.

Ultra Care clinical managers will monitor patient outcome data continuously to assess and measure the effectiveness of treatment interventions. Ultra Care will also review and assess quality and effectiveness data available on the annual Medicare PEPPER report, quarterly IQIES Agency Patient Related Characteristics report as well as Home Health Compare data.

Ultra Care will also use the Consumer Assessment of Healthcare Providers and Systems Home Health Care Survey ("HCAHPS"), which is designed to measure the experiences of people

receiving home health care from Medicare-certified home health agencies. The HHCAHPS is conducted for home health agencies by approved HHCAHPS Survey vendors.

HHCAHPS is a 34-item questionnaire and data collection methodology to measure patients' perceptions of their skilled home care. The survey can be completed by the patient, or the patient may have a proxy answer the questionnaire with their responses by the three survey modes of mail only, telephone only, and mixed mode. There are 25 "core questions" and 9 "about you" questions on HHCAHPS. Questions cover topics such as: communication about care, pain, and prescription medication use, the care received from the home health agency, staying informed about scheduling, and global ratings. According to CMS, the survey is designed to meet the following three broad goals:

1. To produce comparable data on the patient's perspective that allows objective and meaningful comparisons between home health agencies on domains that are important to consumers.
2. Public reporting of survey results will create incentives for agencies to improve their quality of care.
3. Public reporting will enhance public accountability in health care by increasing the transparency of the quality of care provided in return for public investment.

The national implementation of the HHCAHPS Survey began in October 2009 with agencies participating on a voluntary basis until quality reporting requirements for the home health annual payment update (APU) began in the third quarter of calendar year 2010. The Centers for Medicare & Medicaid Services (CMS) began publicly reporting results from the HHCAHPS Survey on Home Health Compare on the Medicare.gov website in April of 2012. The HHCAHPS is a valuable tool because it allows home health agencies to benchmark themselves against other providers, as well as state and national averages. Because the data is publicly available through the Medicare.gov website, consumers (patients/family members, etc.) are able to compare agencies and trust that high scores on the HHCAHPS indicate a quality home health program.

#### **Objective 4. Encourage continuity of Home Health Services.**

Ultra Care works with community referral resource organizations that typically interact with HHAs, such as hospitals, physicians, and other care providers, and will develop similar relationships among providers and agencies who serve residents of SSDR 8 in the expansion counties. Ultra Care has a community linkage plan (see Appendix N) and personnel with extensive professional experience with creating continuity of care relationships and referral arrangements with local hospitals, physicians, nursing homes, hospices, and other home health service providers.

Ultra Care maintains routine working relationships with resources and hospitals in and around the Columbus area, and as it moves into new communities, it will work with select local governmental public health, transportation, social and welfare assistance agencies that commonly assist senior citizens, persons with disabilities, dual eligible Medicare and Medicaid recipients receiving public and private assistance, such as Meals on Wheels, disability transportation services, medical appointment transport, financial and housing-related assistance, participation in senior center activities, and mental health services.

Ultra Care intake staff, social services, and nursing staff will assess each patient's nursing, therapy, and welfare status as part of the treatment planning and implementation process. This ensures that each patient's plan of care is inclusive of outside services, including mental health, social, and welfare services.

**Objective 5. Improve access to Home Health Services by encouraging the provision of services on a nondiscriminatory basis.**

Ultra Care provides services to all patients on a non-discriminatory basis, without regard to race, color, national origin, sex (including gender, gender expression, pregnancy, or sexual orientation), age, or disability.

Ultra Care fully complies with federal Medicare participation regulations, including maintaining non-discrimination policies and procedures (see Appendix J). All staff and leadership are and will be trained on these policies and procedures at the time of hiring and at least annually thereafter.

**Objective 6. Improve financial access to Home Health Services by encouraging the provision of services to indigent and charity care patients and participation in public reimbursement programs.**

Ultra Care is dedicated to making quality home health services available to the residents of SSDR 8 and ensuring that these individuals can receive affordable and accessible care in their homes. As such, Ultra Care commits to providing **1.5% of its annual adjusted gross revenue as uncompensated indigent and charity care**. Ultra Care will implement this via its indigent and charity care policy (see **Appendix J**). Staff members will be trained to assist home health patients apply for Medicare and Medicaid if the patient has no healthcare coverage and appears to qualify for public healthcare programs.

**File Attachments for Item:**

2. Certificate of Need Application submitted by Axzons Homecare Ltd. proposing to establish a new home health agency in State Service Delivery Region-8.



May 30, 2023

**VIA EMAIL:**

[\(davis.sandra@columbusga.org\)](mailto:davis.sandra@columbusga.org)

Sandra T. Davis  
Clerk of Council  
Board of Commissioners  
P.O. Box 1340  
Columbus, GA 31901

RE: Certificate of Need Application: Axzons Homecare Ltd.  
Home Health Agency, Spring 2023 Batching Cycle, SSCR #8  
Columbus, Muscogee County, Georgia

Dear Ms. Davis,

Enclosed please find a copy of Certificate of Need application filed by Axzons Homecare Ltd. which proposes to develop offer home health services in SSCR 8, including Chattahoochee, Randolph, Clay, Dooly, Harris, Macon, Marion, Quitman, Schley, Stewart, Sumter, Talbot, Taylor and Webster Counties. This copy is being filed pursuant to State Certificate of Need regulations, which require that a copy of such an application be filed with the office of the County Commission in the county in which the Certificate of Need project is proposed.

Should you have any questions, please feel free to call me at (404) 806-5575.

Sincerely,

**SOUTHERN HEALTH LAWYERS, LLC**

Jeffrey Mustari

Enclosure

3 Alliance Center  
3550 Lenox Road NE, Suite 2100  
Atlanta, Georgia 30326  
Phone: (404) 806-5575  
Fax: (866) 871-2238

E-Mail: [jmustari@southernhealthlawyers.com](mailto:jmustari@southernhealthlawyers.com)  
Web: [www.southernhealthlawyers.com](http://www.southernhealthlawyers.com)





GEORGIA DEPARTMENT  
OF COMMUNITY HEALTH

# Georgia Certificate of Need Application

FOR OFFICE OF HEALTH PLANNING USE ONLY	
<p style="text-align: center; font-weight: bold;">PROJECT NUMBER</p>       <p style="font-size: 2em; text-align: center; font-weight: bold;">GA</p>	<p style="text-align: center; font-weight: bold;">DATE STAMP</p>       
<p>COUNTY:</p>	<p style="text-align: right;">Signed Original _____</p> <p style="text-align: right;">Fee Verified _____</p>

## GENERAL INFORMATION:

The Certificate of Need (CON) application is the required document that the Department reviews in the analysis and evaluation of proposed projects to establish or expand healthcare services and facilities in accordance with CON Administrative Rule 111-2-2. Requests to develop or offer new institutional health services must be completed and submitted **only** on the Department's application and supplemental forms, which are available at the Department's website: <https://dch.georgia.gov/con-applications-and-forms>.

1. Applicants must submit one (1) copy of the signed application. The application must be submitted electronically using the Department's web portal available here: <https://dch.georgia.gov/office-health-planning-applications-and-requests-forms-0>.
2. The filing fee shall be made payable to the "State of Georgia" and shall be remitted by Certified Check or Money Order. **A copy of the Certified Check or Money Order must be included with your web portal submission.**
3. Failure to submit the required filing fee and a complete copy of the application will result in non-acceptance of the application.
4. Applications received after 3 p.m. will be deemed accepted the next business day.

PLEASE COMPLETE THE FOLLOWING TABLE TO VERIFY PROPER SUBMISSION OF YOUR APPLICATION	
<b>Applicant Legal Name:</b> Axzons Homecare Ltd.	
1. Have you submitted one (1) copy of this signed application via the Department's web portal?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Is this application being filed by or on behalf of a hospital in a rural county? <small>("Rural County" means a county having a population of less than 50,000 according to the United States decennial census of 2010 or any future such census. Ga. Comp. R. &amp; Regs. r. 111-2-2-.01(52))</small> If <b>YES</b> → No filing fee is due. Enter \$0 at Line 4. If <b>NO</b> → Continue to next question.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Enter Total Cost Applicable to Filing Fee (From Line 16, Question 22, Page 13)	\$85,000
4. Calculate the Filing Fee and Total Amount Due <small>(Check one of the following and enter the amount in the column to the right)</small> <input checked="" type="checkbox"/> Line 3 is between 0 to \$1 million → Enter \$1,000.00 <input type="checkbox"/> Line 3 is between \$1million and \$50 million → Enter Line 2 x .001 <input type="checkbox"/> Line 3 is greater than \$50 million → Enter \$50,000.00	\$1000
5. Have you submitted payment by Certified Check or Money Order made payable to the "State of Georgia" for the amount listed in Line 4 above?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Item #2.

Form #36-5002



## CASHIER'S CHECK CUSTOMER COPY

REMITTER	SOUTHERN HEALTH LAWYERS LLC	DATE:	05/30/2023
PAYEE:	State of Georgia	TIME:	12:25 PM
AMOUNT:	1000.00	CENTER:	0649
FEE:	0.00	OPER ID:	55839
SERIAL NUMBER:	064900404	CASHBOX:	6948
MEMO:			

## CASHIER'S CHECK

064900404

**FIRST  
HORIZON®**

Remitter: SOUTHERN HEALTH LAWYERS LLC

Pay to the Order of: State of Georgia

One Thousand Dollars And 00/100 ¢

DATE: 05/30/2023

**\$1000.00**

DOLLAR ONE ZERO ZERO ZERO PER ZERO ZERO

Memo:

Corporate Controller

⑈064900404⑈ ⑆064201324⑆



9940007⑈

## COMPLETENESS CHECKLIST

Please complete the following checklist to ensure that you have included all necessary materials to deem your application complete. Please note that completion of this checklist does not mean that your application is indeed complete as the Department will need to verify the adequacy and completeness of the materials provided. Nevertheless, this checklist should prove helpful as a way to double check before submission of your application.

Item Required	Location	Check if Included	Check if N/A
Copy of Licenses/Permits (for existing facilities)	Question 3, Page 1 &  Attached at <b>APPENDIX B</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Authorization to Conduct Business	Question 8, Page 3-4 &  Attached at <b>APPENDIX C</b>	<input checked="" type="checkbox"/>	
Lobbyist Disclosure	Question 13, Page 6	<input checked="" type="checkbox"/>	
Documentation of Site Entitlement	Question 17, Page 8 &  Attached at <b>APPENDIX D</b>	<input checked="" type="checkbox"/>	
Detailed Description of the Proposed Project	Question 18, Page 9	<input checked="" type="checkbox"/>	
Financial Program	Questions 22, Page 13	<input checked="" type="checkbox"/>	
Equipment Purchase Orders/Invoices	Question 22, Page 13 &  Attached at <b>APPENDIX G</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Proof of Necessary Financing	Question 23, Page 14 &  Attached at <b>APPENDIX G</b>	<input checked="" type="checkbox"/>	
Financial Statements	Question 24, Page 14 &  Attached at <b>APPENDIX G</b>	<input checked="" type="checkbox"/>	
Financial Pro Forma	Question 25, Pages 15-19	<input checked="" type="checkbox"/>	
Architect Cost Estimates (Certified within 60 days)	Question 32, Page 26 &  Attached at <b>APPENDIX I</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schematic Plans	Question 32, Page 26 &  Attached at <b>APPENDIX I</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All Applicable Service-Specific Review Considerations	Question 48, Page 37 et seq. &  Attached at <b>APPENDIX N</b> etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signature (In <b>Blue Ink</b> )	Page 39	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have you submitted a copy of this application to the County Commission in the County where the project will be located? Proof of such submission must be included with this application.  Attach such proof at <b>APPENDIX A</b> .		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Have you submitted a complete copy of said application? The application must include a copy of the signature at Page 39.		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Have you included the appropriate filing fee as calculated and reported on the cover page of this application? The filing fee must be made payable by Certified Check or Money Order.		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	
Have all required surveys of the Applicant and any and all affiliate organizations been submitted to the Office of Health Planning for the most recent three (3) years?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Has post-approval reporting for any and all previous Certificate of Need projects of the Applicant and any and all affiliate organizations been submitted to the Certificate of Need Program, if such reporting is due?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Has the Applicant and any and all affiliate organizations satisfied previous indigent and charity care commitments?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Has the Applicant satisfied any and all fines, if any, which have been levied by the Department for violation of the Certificate of Need Rules or Statute?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

## INSTRUCTIONS

1. Please read all instructions and review the application form before attempting to complete and submit the application.
2. A CON application must be submitted on the Department's application and supplemental forms only. Supplemental forms are provided for letters of opposition, additional and amended information. These forms may be obtained on the Department's website: <https://dch.georgia.gov/con-applications-and-forms>.
3. In completing the CON application, if a particular rule or consideration requires substantiating documents such as a finance letter or architect's letter as an appendix, the requested documents must be placed with the noted appendix without exception and must conform to the Instructions for Organization of Appendices on the next page of these instructions.
4. This application must be typewritten or completed and printed in this MS Word format. Handwritten responses must not be submitted and will not be accepted.
5. All questions must be answered. If a question is not applicable, so indicate.
6. Throughout this application, the following symbols are utilized for emphasis:
  -  Emphasizes instances where supporting documentation is requested and required to be attached into an Appendix; and
  -  Emphasizes important instructions or notes that should be adhered to.
7. A signed application (in the correct organizational structure) is required in addition to the appropriate filing fee for an application to be accepted by the Department. Please review the CON administrative rules for detailed explanation of appropriate fees, filing dates, and times.
8. Please remit the following items to the address below: a copy of the web portal submission confirmation form; and, the filing fee in the form of a Certified Check or Money Order made payable to the "State of Georgia."
 

**Department of Community Health**  
**Office of Health Planning**  
**CON Application**  
**2 Peachtree Street, NW, 5<sup>th</sup> Floor**  
**Atlanta, Georgia 30303**
9. Faxed copies of documents and information are not official submissions. All submissions must be via the Department's web portal.
10. If you are seeking an emergency review per Rule 111-2-2-.07(1)(k), include a cover letter behind the main cover page of this application expressing the reasons that an emergency review should be granted.


## INSTRUCTIONS FOR ORGANIZATION OF APPENDICES

The organization of appendices is mandated by this application and the Table of Appendices that follows.

**APPLICANTS MUST NOT VARY FROM THIS ORGANIZATIONAL STRUCTURE.**

1. Appendices must be separated by lettered tabs.
2. Each Appendix may have more than one document in which case the Appendix must be separated by dividing sheets. Dividing sheets must be appropriately labeled with the Appendix Letter and the name of the document that follows the sheet. The documents within such an Appendix should be organized in the order in which they are requested in this application.
3. In the event there are no applicable documents pertaining to a specified Appendix in the table below, include the appropriate lettered tab with a sheet of paper indicating "Not Applicable."

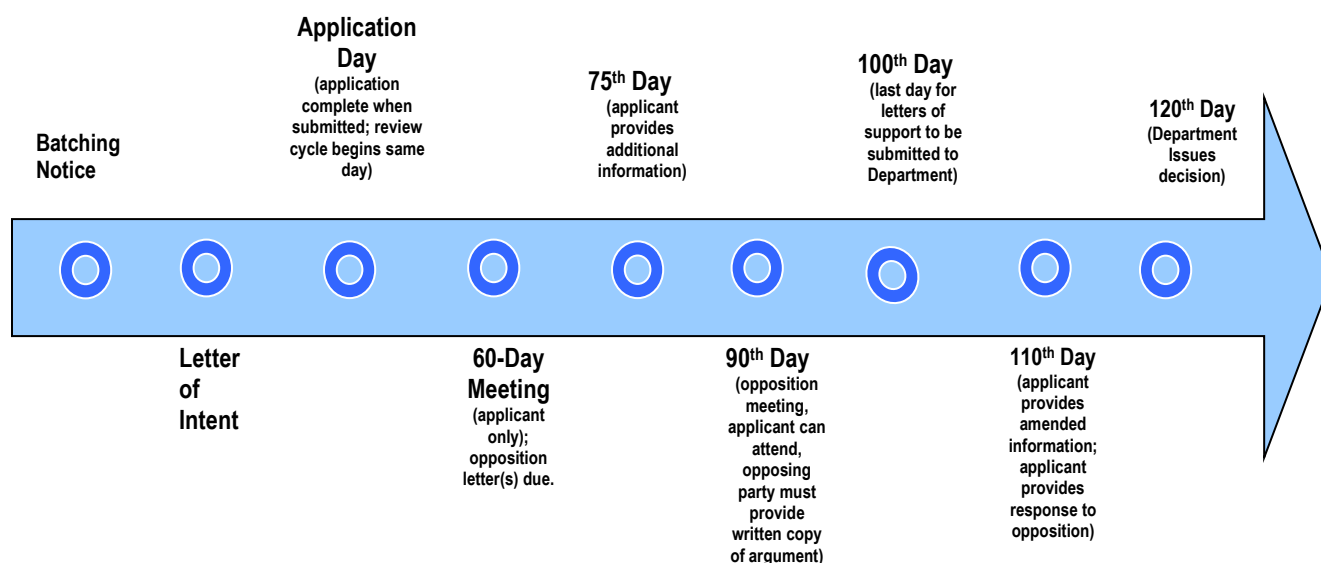
TABLE OF APPENDICES	
Appendix Name	Appendix Letter
Proof of Submission to County Commission	A
Licenses/Permits	B
Organizational Structure	C
Site Entitlement	D
Supplemental Need Documentation	E
Supplemental Existing Alternatives Documentation	F
Required Financial Feasibility Documentation	G
Supplemental Effects on Payors Documentation	H
Architectural Documentation	I
Required Financial Accessibility Documentation	J
Supplemental Documentation re: Relationship to Health Care Delivery System	K
Supplemental Documentation re: Efficient Utilization, Non-Resident Services, Research Projects, Assistance to Health Professional Programs, Improvements and Innovation, Needs of HMOs, Quality Standards, Resources and Provision of Underreported health services, if applicable.	L
Letters of Support	M
Required Documentation for Service-Specific Review Considerations (See Page 37 and 38 for Explanation)	N, O, etc.

 **NOTE:** Supplemental documentation is documentation such as magazine articles, research papers, newspaper articles, etc., which cannot be reproduced or created in MS Word format.

# OVERVIEW OF REVIEW PROCESS

## BATCHED APPLICATIONS

### SEQUENCE OF CERTIFICATE OF NEED APPLICATION REVIEW ACTIVITIES

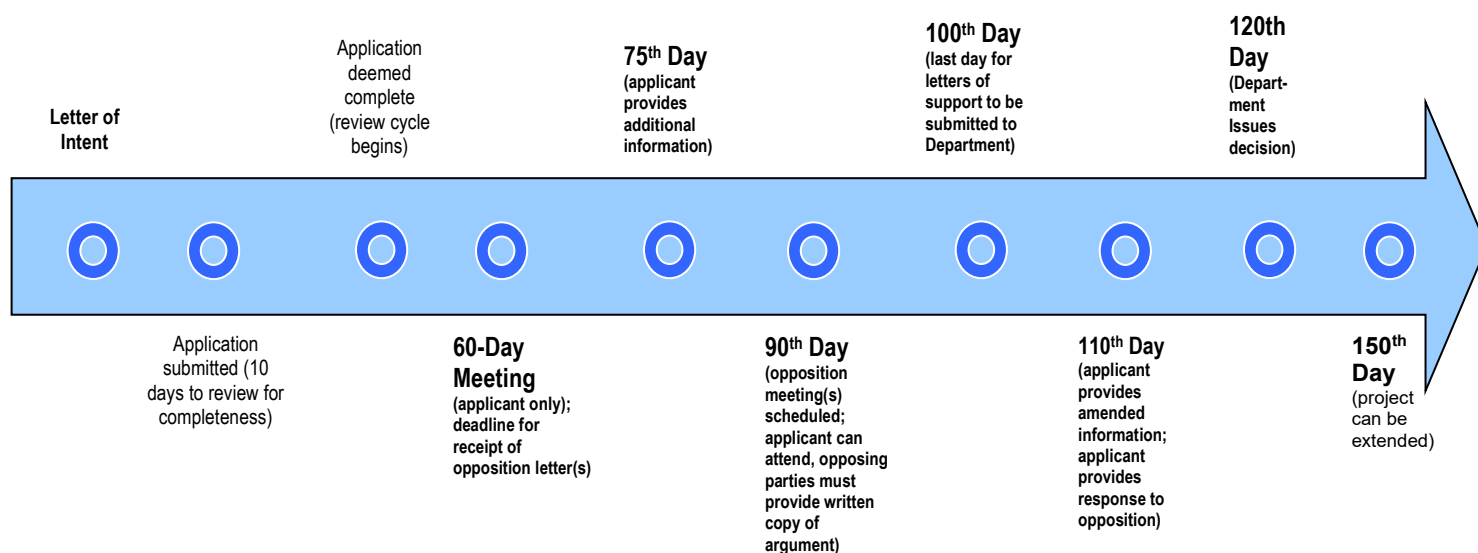


- ▶ **Batching Notice issued 30 days before Letter of Intent Due**
- ▶ **Letter of Intent received by Department 30 days before application is submitted**
- ▶ **Applications submitted; deemed complete; review cycle begins**
- ▶ **60-Day meeting (applicant only); deadline for receipt of opposition letter(s)**
- ▶ **75<sup>th</sup> day – applicant provides additional information**
- ▶ **90<sup>th</sup> day – Opposition Meeting(s) scheduled; applicant can be in attendance; opposing parties must provide written statement of opposition arguments presented to the Department via the online web portal and provide a copy to the applicant; presentation time will be limited; Department reserves the right to make additional inquiries subsequent to the 60-day meeting and following the opposition meeting.**
- ▶ **100<sup>th</sup> day last day for letters of support to be submitted to the Department**
- ▶ **110<sup>th</sup> day applicant deadline for submitting amended information; applicant deadline for providing written response to opposition due to Department; applicant deadline for providing written response to Department's inquiries subsequent to opposition meeting**
- ▶ **120<sup>th</sup> day Decision issued (No discretion to extend)**



## NON-BATCHED APPLICATIONS

### SEQUENCE OF CERTIFICATE OF NEED APPLICATION REVIEW ACTIVITIES



- ▶ **Letter of Intent received by Department 30 days before application is submitted**
- ▶ **Application submitted (10 working days to review for completeness)**
- ▶ **Application deemed complete; 120-day review cycle begins**
- ▶ **60-day meeting (applicant only); deadline for receipt of opposition letter(s)**
- ▶ **75<sup>th</sup> day applicant provides additional information**
- ▶ **90<sup>th</sup> day – Opposition Meeting(s) scheduled; applicant can be in attendance; opposing parties must provide written statement of opposition arguments presented to the Department via the online web portal and provide a copy to the applicant; presentation time will be limited; Department reserves the right to make additional inquiries subsequent to the 60-day meeting and following the opposition meeting.**
- ▶ **100<sup>th</sup> day last day for letters of support to be submitted to the Department**
- ▶ **110<sup>th</sup> day applicant deadline for submitting amended information; applicant deadline for providing written response to opposition; applicant deadline for providing written response to Department's inquiries subsequent to opposition meeting**
- ▶ **120<sup>th</sup> day Decision issued (Department has discretion to extend to 150<sup>th</sup> day)**

## Section 1: General Identifying Information

1. Enter the following information for the person or entity that will offer or develop the new institutional health service. If applicable, this information should correspond with the information submitted to the Department's Healthcare Facility Regulation Division as the "Name of the Governing Body." The contact person should be a person directly affiliated with the Applicant and not a consultant or attorney.

APPLICANT		
Applicant Legal Name: Axzons Homecare Ltd.		
d/b/a (if applicable):		
Address: 3715 Northside Parkway NW, Building 100, Suite 500		
City: Atlanta	State: GA	Zip: 30327
County: Fulton	Main Business Phone: 866-429-9677	
Parent Organization:		
CONTACT PERSON		
Name: Sandeep Kalra		Title or Position: Chief Executive Office
Phone: 866-429-9677		Fax: 866-429-9667
E-mail Address: skalra@axzonshomecare.com		

2. Is the name of the facility or proposed facility different than the Applicant's legal name? ☐ YES ☐ NO


If **YES** → Enter the facility information below. If applicable, this information should correspond to the "Name of Facility" maintained by the Department's Healthcare Facility Regulation Division.

If **NO** → Continue to the next question.

FACILITY		
Facility Name:		
Facility Address:		
City:	State:	Zip:
County:	Phone:	

3. If the facility is currently existing, is it currently licensed or permitted by the Department's Healthcare Facility Regulation Division?

☐ YES ☐ NO ☐ Not Applicable

If **YES** →  Attach a copy of any and all licenses and permits at **APPENDIX B**.

If **NO** → Continue to the next question.

If **Not Applicable** → Check one of the following: ☒ Not Currently Existing (Proposed Only)  
☐ No License or Permit Required



4. Is the legal owner of the facility different than the Applicant? ☐ YES ☐ NO

If **YES** → Identify the legal owner and all individuals or entities that own 10 percent interest or more in the facility. Include complete names, addresses, and telephone numbers.

If **NO** → Continue to the next question.

OWNER #1		
Name:		
Address:		
City:	State:	Zip:
Phone:		
OWNER #2		
Name:		
Address:		
City:	State:	Zip:
Phone:		
OWNER #3		
Name:		
Address:		
City:	State:	Zip:
Phone:		

5. Check the appropriate box to indicate the type of **ownership of the Facility**. Check only **one** box.

TAX EXEMPT	<input type="checkbox"/> Not-for-Profit Corporation		
	<input type="checkbox"/> Public (Hospital Authority or Government)		
TAX PAYING	<input type="checkbox"/> General Partnership	<input checked="" type="checkbox"/> Business Corporation	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Corporation	

6. Will the **entire** facility be operated by an entity other than the Applicant or the legal owner?

☐ YES ☐ NO


If **YES** → Identify the operator and include the complete name, address, and telephone number.

If **NO** → Continue to Question 8.

OPERATOR		
Name:		
Address:		
City:	State:	Zip:
Phone:		

7. Check the appropriate box to indicate the type of **operator**. Check only **one** box.


<b>TAX EXEMPT</b>	<input type="checkbox"/> Not-for-Profit Corporation		
	<input type="checkbox"/> Public (Hospital Authority or Government)		
<b>TAX PAYING</b>	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Business Corporation	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Corporation	

8. Please provide documentation of the organizational and legal structure of the Applicant as indicated in the table below.  Attach this documentation as **APPENDIX C**. Please attach the documents in the order they are listed.

ORGANIZATIONAL STRUCTURE	
<b>Not-for-Profit Corporation</b>	<input type="checkbox"/> Name of Each Officer and Director <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Certificate of Existence <input type="checkbox"/> Bylaws <input type="checkbox"/> Organizational Chart(s) <input type="checkbox"/> Application/Authorization to do Business in Georgia (for Non-Resident Corporations)
<b>Public (Hospital Authority or Government)</b>	<input type="checkbox"/> All Governing Authority Approvals for this Application and Project <input type="checkbox"/> Bylaws <input type="checkbox"/> Organizational Chart(s)

ORGANIZATIONAL STRUCTURE	
<b>Sole Proprietor</b>	<input type="checkbox"/> County and Municipal Government Business Authorization Documents (e.g. Licenses, Permits, Etc.) <input type="checkbox"/> Bylaws <input type="checkbox"/> Organizational Chart(s)
<b>General Partnership</b>	<input type="checkbox"/> Name, Partnership Interest, and Percentage Ownership of Each Partner <input type="checkbox"/> Partnership Agreement <input type="checkbox"/> Certificate of Existence <input type="checkbox"/> Bylaws <input type="checkbox"/> Organizational Chart(s)
<b>Limited Liability Partnership</b>	<input type="checkbox"/> Name, Partnership Interest, and Percentage Ownership of Each Partner <input type="checkbox"/> Partnership Agreement <input type="checkbox"/> Certificate of Existence <input type="checkbox"/> Certificate of Registration <input type="checkbox"/> Articles of Organization <input type="checkbox"/> Bylaws <input type="checkbox"/> Organizational Chart(s)
<b>Business Corporation</b>	<input checked="" type="checkbox"/> Name of Each Officer and Director <input checked="" type="checkbox"/> Articles of Incorporation <input checked="" type="checkbox"/> Certificate of Existence <input checked="" type="checkbox"/> Bylaws <input checked="" type="checkbox"/> Organizational Chart(s) <input type="checkbox"/> Application/Authorization to do Business in Georgia (for Non-Resident Corporations)
<b>Limited Liability Corporation</b>	<input type="checkbox"/> Name of Each Officer and Director <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Operating Agreement <input type="checkbox"/> Certificate of Existence <input type="checkbox"/> Bylaws <input type="checkbox"/> Organizational Chart(s) <input type="checkbox"/> Application/Authorization to do Business in Georgia (for Non-Resident Corporations)

9. If you have identified the Applicant as a Not-for-Profit Corporation, Business Corporation, or Limited Liability Corporation, explain the corporate structure and the manner in which all entities relate to the Applicant.

 **NOTE:** Do not exceed the allotted space for your response.

The applicant is a business corporation with a sister organization Axzons Homecare Corporation, operating a home healthcare agency in the state of New York. The applicant does not have any other organizations within the state of Georgia. See organizational documents in Appendix C for more detail.

10. Does the Applicant have Legal Counsel to whom legal questions regarding this application may be addressed?

☒ YES ☐ NO

If YES → Identify the lead attorney below.

If NO → Continue to the next question.

LEGAL COUNSEL		
Name: Jeffrey Mustari, Esq.		
Firm: Southern Health Lawyers, LLC (a Sanders & Mustari Law Firm)		
Address: 3550 Lenox Road NE, 3 Alliance Center, Suite 2100		
City: Atlanta	State: Georgia	Zip: 30326
Phone: (404) 806-5575	Fax: (866) 871-2238	
Email: jmustari@southernhealthlawyers.com		

11. Did a Consultant prepare and/or provide information in this application? ☐ YES ☐ NO

If YES → Identify the Consultant below.

If NO → Continue to the next question.

CONSULTANT		
Name:		
Firm:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:		


12. Does the Applicant wish to designate and authorize an individual other than the Applicant Contact listed in response to Question 1 to act as the representative of the Applicant for purposes of this application?

☒ YES ☐ NO

If YES → Please complete the information in the table on the next page. By doing so, the Applicant authorizes the representative to submit this CON application and make amendments thereto; to provide the Department of Community Health with all information necessary for a determination on this application; to enter into agreements with the Department of Community Health in connection with this CON; and to receive and respond, if applicable, to notices in matters relating to this CON.

If NO → Continue to the next question.

AUTHORIZED REPRESENTATIVE		
Name: Jeffrey Mustari, Esq.		
Firm: Southern Health Lawyers, LLC (a Sanders & Mustari Law Firm)		
Address: 3550 Lenox Road NE, 3 Alliance Center, Suite 2100		
City: Atlanta	State: Georgia	Zip: 30326
Phone: (404) 806-5575	Fax: (866) 871-2238	
Email: jmustari@southernhealthlawyers.com		

 **NOTE:** This authorization will remain in effect for this application until written notice of termination is sent to the Department of Community Health that references the specific CON application number. Any such termination must identify a new authorized representative. Also, if the authorized representative's contact information changes at any time, the Applicant must immediately notify the Department of Community Health of any such change.

13. Does the Applicant have any lobbyist employed, retained, or affiliated with the Applicant directly or through its contact person or authorized representative?

☐ YES ☐ NO

If **YES** → Please complete the information in the table below for each lobbyist employed, retained, or affiliated with the Applicant. Be sure to check the box indicating that the Lobbyist has been registered with the State Ethics Commission. Executive Order 10.01.03.01 and Rule 111-1-2-.03(2) require such registration.

If **NO** → Continue to the next question.

LOBBYIST DISCLOSURE STATEMENT		
Name of Lobbyist	Affiliation with Applicant	Registered with State Ethics Commission?
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Employed <input type="checkbox"/> Other Affiliation	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Section 2: Project Description

14. Indicate the type of facility that will be involved in the project.


FACILITY TYPE	
<input type="checkbox"/> Birthing Center	<input type="checkbox"/> Hospital
<input type="checkbox"/> Continuing Care Retirement Community (CCRC)	<input type="checkbox"/> Nursing or Intermediate Care Facility
<input type="checkbox"/> Freestanding Ambulatory Surgery Center	<input type="checkbox"/> Personal Care Home
<input checked="" type="checkbox"/> Home Health Agency	<input type="checkbox"/> Traumatic Brain Injury Facility
<input type="checkbox"/> Freestanding Emergency Department	
<input type="checkbox"/> Diagnostic, Treatment or Rehabilitation Center (DTRC) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Freestanding Single-Modality Imaging Center  <input type="checkbox"/> Mobile Imaging  <input type="checkbox"/> Other:           </div> <div> <input type="checkbox"/> Freestanding Multi-Modality Imaging Center  <input type="checkbox"/> Practice-Based Imaging           </div> </div>	


15. Indicate the services that will be involved or affected by this project.

SERVICES		
<b>ACUTE</b>	<b>Hospital Inpatient</b>	<b>Diagnostic Services</b>
	<input type="checkbox"/> Medical/Surgical <input type="checkbox"/> Open Heart Surgery <input type="checkbox"/> Pediatric <input type="checkbox"/> Obstetrics <input type="checkbox"/> ICU/CCU <input type="checkbox"/> Newborn, ICU/INT <input type="checkbox"/> Newborn/Nursery <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Acute, Burn, Other Specialty <input type="checkbox"/> Long Term Acute Care <input type="checkbox"/> Inpatient, Other <input type="checkbox"/> Psychiatric, Adult <input type="checkbox"/> Substance Abuse, Adult <input type="checkbox"/> Psychiatric, Child/Adolescent <input type="checkbox"/> Substance Abuse, Child/Adolescent <input type="checkbox"/> Psychiatric, Extended Care <input type="checkbox"/> Destination Cancer Hospital	<input type="checkbox"/> Computerized Tomography (CT) Scanner <input type="checkbox"/> Magnetic Resonance Imaging (MRI) <input type="checkbox"/> Positron Emission Tomography (PET) <input type="checkbox"/> Diagnostic Center, Cancer/Specialty
		<b>Other Outpatient Services</b>
		<input type="checkbox"/> Ambulatory Surgery <input type="checkbox"/> Birthing Center
		<b>Clinical/Surgical</b>
		<input type="checkbox"/> Emergency Medical <input type="checkbox"/> Emergency Medical, Trauma Center <input type="checkbox"/> Adult Cardiac Catheterization <input type="checkbox"/> Gamma Knife <input type="checkbox"/> Lithotripsy <input type="checkbox"/> Pediatric Cardiac Catheterization <input type="checkbox"/> Megavoltage Radiation Therapy
<b>LONG-TERM</b>	<input type="checkbox"/> Skilled Nursing Care <input type="checkbox"/> Intermediate Nursing Care <input type="checkbox"/> Continuing Care Retirement Community (CCRC) <div style="display: flex; justify-content: flex-end;"> <input type="checkbox"/> Personal Care Home  <input type="checkbox"/> Traumatic Brain Injury (TBI)  <input checked="" type="checkbox"/> Home Health           </div>	
<b>OTHER</b>	<input type="checkbox"/> Administrative Support <input type="checkbox"/> Non-Patient Care, Other <div style="display: flex; justify-content: flex-end;"> <input type="checkbox"/> Grounds/Parking  <input type="checkbox"/> Medical Office Building           </div>	

16. Check the most appropriate category(ies) for this project. Check all that apply.


PROJECT CATEGORY	
<b>Construction</b> <input type="checkbox"/> New Facility <input type="checkbox"/> Expansion of Existing Facility <input type="checkbox"/> Renovation of Existing Facility <input type="checkbox"/> Replacement of Existing Facility	<b>Service Change</b> <input checked="" type="checkbox"/> New Service <input type="checkbox"/> Expansion of Service <input type="checkbox"/> Expansion or Acquisition of Service Area <input type="checkbox"/> Consolidation of Service <input type="checkbox"/> Relocation of Facility <input type="checkbox"/> Other
<b>Procurement of Medical Equipment</b> <input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Donation (fair market value must be used)	

17. Please provide the following site information for the facility and services identified in this application. Check the appropriate box to indicate the current status of the site acquisition.  Attach the appropriate documents that provide for the Applicant's entitlement to the site at **APPENDIX D**.

 **NOTE:** If an unsigned lease is attached, include a letter documenting both parties' commitment to participate in the lease once the CON is approved, if applicable.

PROJECT SITE INFORMATION		
Street Address: 1201 Front Avenue, Suite N		
City: Columbus	County: Muscogee	Zip: 31901
Number of Acres: .001		
<b>Status of Site Acquisition</b>		
<input type="checkbox"/> Purchased (attach deed)	<input type="checkbox"/> Leased (attach lease)	
<input checked="" type="checkbox"/> Under Option (attach option agreement)	<input type="checkbox"/> Under Contract (attach contract or bill of sale)	
<input type="checkbox"/> Other; please specify:		
<b>Zoning</b>		
Is the site appropriately zoned to permit its use for the purpose stated within the application?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If NO → Describe what steps have been taken to obtain the correct zoning and the anticipated date of re-zoning:		
<b>Encumbrances</b>		
Are there any encumbrances that may interfere with the use of the site, such as mortgages, liens, assessments, easements, rights-of-way, building restrictions, or flood plains?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

18. Provide a detailed description of the proposed project including a listing of the departments (e.g. ED, ICU), services, (e.g. Home Health, Cardiac Cath), and equipment (e.g. MRI, PET, Cath) involved.

 **NOTE:** If your description exceeds this blocked space, attach additional 8-½ by 11-inch pages, number the first sheet Page 9.1, the second Page 9.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 9.1, etc. behind this Page 9.

See description on attached pages.



## 18. Detailed Description of Proposed Project, Home Health Services:

Axzens Homecare, Ltd., (hereafter referred to as “Axzens”) is a new entity in Georgia that is seeking to establish a new home health agency in Georgia. Axzens has a sister organization (Axzens Health System Corp.) that is an existing home health agency licensed to serve 47 counties within New York State, including New York City. Axzens is seeking a Certificate of Need (CON) to establish a home health agency in State Service Delivery Region 8 (SSDR-8) Counties: Chattahoochee, Randolph, Clay, Schley, Dooly, Stewart, Harris, Sumter, Macon, Talbot, Marion, Taylor, Quitman, and Webster counties serving and providing home health care in Middle Georgia. Our administrative and professional team of home health care providers understand the needs of the communities we serve. As a healthcare provider that has been serving Medicare, Medicaid, and indigent patients in the state of New York for years, we understand the unique needs and challenges that come with serving diverse communities, including both rural and dense urban populations. In turn, we will bring the expertise of Axzens to the mostly rural population of patients in Middle Georgia.

We believe that our experience in serving diverse populations in both major metropolitan centers as well as rural counties with populations of less than 15,000 can be of great value to the patients in Middle Georgia. Our team of healthcare professionals has a deep understanding of the cultural, linguistic, and socioeconomic factors that impact the health outcomes of patients from different backgrounds.

We are committed to delivering quality care to all patients. We believe that every patient deserves access to high-quality healthcare services, and we provide that care in a culturally sensitive and patient-centered manner.

We are confident that our experience in serving diverse populations in New York can be applied to the unique needs of the patients in Middle Georgia. We are focused on providing patients with the high quality, cost effective home health care Axzens has historically provided. Axzens is a quality provider of home-based personal healthcare services in the residence of homebound patients whose physicians have prescribed professional home health care of various types. Axzens is focused on providing skilled nursing and therapy services through individualized care plans. We start the process with an in-home assessment of a patient’s needs to support their overall health status. While working with the patient’s physician, Axzens utilizes an individualized care plan which is continually updated during their home health episode to accommodate the patient’s needs or condition. Throughout in-home treatment, Axzens continuously updates the patient’s physician so that they are aware of the progression of care and any change we identify during the course of treatment.

Home health care is an intermittent medical service that is focused on a patient’s recovery from an injury or illness. Axzens home health aides also assist with many daily tasks, including personal care tasks such as dressing, bathing, and grooming. We provide these services along with skilled services like nursing and occupational, physical, or speech therapy. We intend to provide services to patients in Chattahoochee, Randolph, Clay, Schley, Dooly, Stewart, Harris, Sumter, Macon, Talbot, Marion, Taylor, Quitman, and Webster counties by or before the end of this year.

### **AXZENS IS A COMPREHENSIVE HOME HEALTH SERVICES PROVIDER**

The frequency and quantity of visits made by our home healthcare specialists are determined by the care plan that has been approved by the patient's physician. Any modifications to this personalized care plan must also receive approval from the physician. While our list of home health care services primarily includes the following, it is not necessarily limited to them:

**Skilled Nursing Services:**

Our medical care will be provided by licensed nurses, such as registered nurses (RNs) or licensed practical nurses (LPNs), who have received specialized training and education in providing healthcare services. Skilled nursing services may include wound care, medication management, administering injections, monitoring vital signs, tube feeding, infusion therapies, pulmonary care, central line port maintenance and providing education and support to patients and their families. These services are designed to help patients manage their medical conditions and improve their overall health and well-being.

**Home Health Aide:**

Our aides provide support to patients with daily living tasks until they regain their independence and recover. This service may encompass grooming, personal care, and exercises that are driven by therapy.

**Personal Care:**

Axzon's provides assistance by a home health aide or caregiver to patients with activities of daily living (ADLs) such as bathing, dressing, grooming, toileting, and feeding. Personal care is an essential component of home health services, particularly for patients who are elderly, disabled, or recovering from an illness or injury. Home health aides are trained to provide personal care services in a safe and compassionate manner, while also respecting the patient's privacy and dignity. Personal care services can be customized to meet the unique needs of each patient and may include assistance with mobility, transferring, and positioning. The goal of personal care services is to help patients maintain their independence and improve their quality of life while living in the comfort of their own home.

**Companion or Sitter:**

A caregiver who provides non-medical support and companionship to patients who require assistance with daily living activities. A companion or sitter may be a family member, friend, or a professional caregiver who is trained to provide emotional support, socialization, and supervision to patients who are elderly, disabled, or recovering from an illness or injury. The role of a companion or sitter may include providing companionship, engaging in conversation, playing games, reading, and accompanying the patient on outings. They may also assist with light housekeeping, meal preparation, and medication reminders. The goal of a companion or sitter is to provide emotional and social support to patients, while also ensuring their safety and well-being. This type of home health service is particularly beneficial for patients who live alone or have limited social support. Axzon's provides companions and sitters to relieve friends and family members of caregiving responsibilities and improve the quality of life and relationships between patients and their primary caregivers.

**Infusion Therapy:**

Infusion therapy is a type of medical treatment that involves the administration of medication or fluids directly into a patient's bloodstream through a vein. Infusion therapy will be provided by one of our licensed healthcare professionals, such as a nurse, who is trained to administer medications and monitor

the patient's response to treatment. Axzons employs qualified and experienced nurses to provide infusion therapies to those patients in need of such services and provides continuous quality improvement training to ensure the highest quality care to patients.

**Medical Social Work:**

Medical social work is a specialized field of social work that focuses on helping patients and their families cope with the social, emotional, and financial challenges of illness or injury. Our medical social workers provide counseling, education, and support to patients and their families, as well as assistance with accessing community resources and navigating the healthcare system.

**Physical Therapy:**

Our licensed physical therapists will work with patients to develop a personalized treatment plan that may include exercises, stretches, and other techniques to improve strength, flexibility, and balance.

**Occupational Therapy:**

Our licensed occupational therapists will work with patients to develop a personalized treatment plan that may include exercises, adaptive equipment, and modifications to the patient's home environment.

Our licensed respiratory therapists will work with patients to develop a personalized treatment plan that may include breathing exercises, medication administration, and the use of respiratory equipment.

**Nutrition:**

Assessment of a patient's nutritional needs and the development of a personalized nutrition plan. This may include dietary counseling, meal planning, and education on healthy eating habits. Axzons maintains a nutritional counseling program to ensure its providers are experienced and qualified to provide specialized nutritional counseling and care to its patient.

**Audiology:**

Assessment and treatment of hearing and balance disorders. This may include hearing tests, hearing aid fittings, and balance exercises.

**Speech Language Pathology:**

Assessment and treatment of speech, language, and swallowing disorders. This may include speech therapy, language therapy, and swallowing therapy.

**Homemaker:**

Assistance with household tasks, such as cleaning, laundry, and meal preparation. Homemakers may also provide companionship and emotional support to patients.

**Housekeeper:**

Assistance with cleaning and maintaining the patient's home environment. Housekeepers may also aid with laundry and other household tasks.

Axzens Visiting Nurse services will be responsible for implementing a tailored plan of care for patients. The Care Plan is based on collaboration with the patient, the doctor, and a professional Axzens Homecare nurse. Once created, our skilled nursing staff continues to monitor the home health care provided by our aides. Continuous Quality Improvement (CQI) meetings will be held regularly, to ensure that the highest level of care is given. Axzens Homecare nurses also receive continuous training and education to offer the best currently available services in the industry to our client.

#### **Company Resources:**

Axzens sister organization has been in business for years and operates in New York. We already have a proven formula and are prepared to immediately aid our Georgia operations with billing, accounting, human resources, financial, administrative, quality improvement, governmental regulatory and compliance services, as well as Medicare and Medicaid certification, including an award as a New York State Lead Fiscal Intermediary to provide Medicaid services in 47 counties in New York (including its most rural counties such as Schuyler, Lewis, and Yates), and state licensing maintenance.

Axzens professional staff have the ability and will assist Axzens services in SSDR 1 to implement strategies to immediately begin operations. Axzens will implement the following key services:

1. Implement a recruitment plan to hire and train nursing and therapy personnel on an incremental basis relative to patient and visit growth.
2. Include referral sources in service area counties with continuous marketing efforts with physicians, hospitals, and ancillary healthcare service providers such as assisted living and personal care homes.
3. Ensure Axzens has the necessary financial and management resources to support patient caseloads while providing quality and necessary nursing and therapeutic services.

#### **Primary Patient Focused Objectives:**

Axzens is guided by a philosophy that is committed to meeting the home health care needs of local communities in a caring, outcomes-driven, safe, efficient, and cost-effective manner, including those that have not been adequately addressed. To achieve this, Axzens has set the following objectives:

1. Provide compassionate service to all patients.
2. Deliver quality care that meets the highest standards of professionalism.
3. Honor all patient rights and work closely with their families to achieve maximum functional independence.
4. Reduce re-hospitalizations by providing coordinated planned care between patients, caregivers, and physicians.
5. Empower Georgians to care for their loved ones at home.
6. Offer expert and compassionate staff to support patients and their families.
7. Provide education and resources to help caregivers provide the best possible care.
8. Foster a culture of respect, empathy, and understanding for all patients and their families.
9. Continuously improve our services to meet the changing needs of our patients and their families.
10. Partner with Axzens to provide financial support to caregivers and help them care for their loved ones.

**Personalized and Integrated Patient Care Services:**

Axzens patients receive an individualized plan of care that is approved by the patient's physician in coordination with the patient and their family members. Home health visits are carefully planned and guided by these individualized patient care plans, which are reviewed and updated weekly at case conferences and upon a significant change in the patient's health status.

The Axzens approach reinforces and supplements care provided by family members and friends while maintaining the patient's independence by allowing them to take an active role in their care. Through experience, Axzens knows that home care is socially beneficial in fostering independence and is less costly than institutionalized care, making it the desired option in terms of the social, emotional, and mental well-being of the patient. The patient care plans are linked with community programs to meet the patient and their family's needs while fostering the importance of family, physical, emotional, and mental health, and freedom of choice.

Through coordinated home health care services, Axzens focuses on individually planned and monitored patient care plans to achieve comprehensive medical, nursing, social work, and related care to patients in their homes. This approach provides more personalized care in the home for patients than that provided in institutions, comprehensive care at a lower cost than the institutional setting, shorter hospital stays, or prevention of hospitalization or re-hospitalization of patients, improved utilization of existing health care continuum facilities, thus reducing the demand for more hospital and nursing home beds, faster recovery, prevention, or delay of disability, while maintaining personal dignity by restoring patients to normal family living and useful functional activity.

Axzens utilizes virtual and in-person patient/provider conferences to ensure that the care plans remain effective and appropriate identification of the patient's continuing care needs. Case conferences are conducted on all patients in the home health program initiated when the patient's care regimen is started. Case conferences occur weekly, at recertification, and at any significant change in condition as well as prior to discharge. Case conferences are conducted by a multidisciplinary team of health care professionals headed by a clinical manager who is responsible for assuring effective communication among all disciplines involved in the patient's care and that care is coordinated among all services and disciplines.

A multi-disciplinary team comprised of nurses and ancillary health workers maintain virtual mobile office activities from their automobiles. All professional staff utilize laptop computers and/or mobile devices such as iPads and smartphones that allow for superior communication between the office and field staff. Axzens has a proven track record of using these "point of care" devices to seamlessly manage its electronic medical record. Field staff routinely meet as required by State and Federal regulations to ensure compliance with all applicable patient care rules, regulations, and protocols.

Axzens uses the KanTime home care software application because it is one of the highest-rated Home Care software products in the country. This comprehensive user-friendly software allows staff ease of learning and effective use in the field. Field staff have immediate access to patient records from anywhere there is wireless connectivity or periodically through the day via internet access. An additional critical feature of the KanTime software is its "offline" documentation capability, which allows its field clinicians the ability to continue to document in the home even in remote areas where there is no internet access. This ability

to access and update the medical record between field (RNs, Therapists, and HH Aides) and office staff is a far superior clinical management system, thus improving the delivery of quality care.

Additionally, Axzons equips its field clinical staff with equipment (Pulse Oximeter, PT/INR monitors, Anodyne red light therapy, ultrasound, and electrical stimulation) essential to in-home comprehensive care. This equipment expense is not a billable expense for the agency but aids in achieving better clinical outcomes. All clinicians are issued "car boxes" that contain and organize necessary medical equipment and supplies.

In Axzons' current operations clinical home care staff typically reside in or near the communities being served, so that they have reasonable travel distances to their assigned patients and typically travel to the home office weekly to replenish their mobile medical supplies as well as review patient care plans and participate in case conferences to discuss the health care status and needs of each patient being served by the home health agency. Axzons utilizes tailored policies, procedures, and protocols to ensure that patient care will be effective, personalized, and centrally coordinated through secured online communications with the main office and patient's primary physician as necessary.

Axzons' Quality Improvement Program and related internal risk management protocols ensure that the care provided to its patients is consistent with specific policies, procedures, and is documented in each patient's chart. Axzons' administration recognizes the importance of continually monitoring relevant aspects of care provided to patients. Axzons' quality improvement program maintains oversight and development of quality indicators that have been proven to measure aspects of care consistently. On a quarterly basis, staff evaluates specific quality indicators. Results of the evaluation process are summarized and reported to leadership to ensure that Axzons' patients receive high-quality, effective care.

**Compliance Management:**

The Axzons Team has extensive experience in hiring caregivers for long-term and community care, as well as in collecting and documenting their time sheets to comply with Medicaid regulations. Additionally, the team runs a weekly payroll for its employees. To ensure that all wage payments are made in compliance with legal requirements, Axzons Team has partnered with ADP Payroll, one of the largest international payroll vendors and processing companies in the country.

**Insurance:**

The Axzons team's extensive experience in the healthcare industry has equipped them with a thorough understanding of the requirements for workers' compensation, disability, and unemployment insurance for employees. As part of their commitment to their personal assistants, Axzons will cover the costs of each of these statutory insurance programs, including short-term disability, workers' compensation, and unemployment insurance. The team has a proven track record of compliance with these insurance programs and is highly skilled in navigating the statutory requirements with caregivers. Axzons works closely with all caregivers to provide support and guidance on these benefits, including assistance with completing the necessary forms. All processing related to workers' compensation, disability, and unemployment insurance will be handled by Axzons to ensure compliance with all legal requirements.

**Annual Health Assessments:**

The Axzons team is well-versed in the regulations that outline the health assessment requirements for home health aides. No caregiver is permitted to provide services until all state requirements are met. Axzons has established a process for evaluating the health assessments of caregivers, which will be overseen by the senior medical team with assistance from senior nursing staff. At the time of hire, caregivers are informed of the health requirements related to their employment. If an aide does not have a current health assessment, Axzons will work with them to ensure they can access a clinic or medical provider to obtain the necessary assessment. No aide will be allowed to work without an updated health assessment, and Axzons will explain this requirement to them to ensure they understand that they cannot work until the health assessment is completed and confirmed by Axzons.

To track annual health assessments, Axzons will use its EMR software, HHAExchange, to monitor the due date for each caregiver's assessment. Axzons will send reminders to caregivers to ensure they obtain an updated health assessment before the prior one expires. Nurses employed at Axzons will analyze physicals and conduct follow-up annual health assessments to ensure the health status of each caregiver.

**Human Resource Record Keeping:**

Axzons will be responsible for maintaining personnel records for each home health aide and medical staff. These records will be separated into three files: general personnel information, medical information, and an immigration-compliance file that contains the 1-9 paperwork. The contents of the personnel files will be collected at the time of intake and hiring of each home health aide and medical staff. Access to personnel files will be granted only to personnel who have a "need-to-know." Additionally, Axzons will collect and maintain timekeeping records and timesheets that are submitted by caregivers.

The Axzons team has extensive experience in maintaining and self-auditing personnel records of caregivers. To ensure that Axzons has all the required documentation and that it is stored in the proper manner, the corporate compliance officer will conduct periodic self-audits of the personnel records. Axzons will maintain all personnel records and will be responsible for the collection of timesheets and time records.

**Patient Records Keeping:**

Axzons will maintain a comprehensive file for each patient, similar to the personnel records for home health aides and medical staff. All records will be kept and updated regularly to ensure that they are accurate and up-to-date. The contents of each patient file will include general patient information, medical information, and any necessary immigration-compliance documentation. Access to patient files will be granted only to personnel who have a "need-to-know." Axzons will be responsible for maintaining all patient records and ensuring that they are stored in the proper manner.


### Section 3: General Review Considerations

All Certificate of Need applications are evaluated to determine their compliance with the general review considerations contained in Rule 111-2-2-.09. Please document how the proposed project conforms with the following general review considerations.

#### Rule 111-2-2-.09(1)(a): Consistency with State Health Plan

*The proposed new institutional health service is reasonably consistent with the relevant general goals and objectives of the State Health Plan.*

19. Explain how the project is consistent with the State Health Plan or why it does not apply. Also explain how the application is consistent with the Applicant's own long range plans.

 **NOTE:** If your explanation exceeds this blocked space, attach additional 8-½ by 11-inch pages, number the first sheet Page 10.1, the second Page 10.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 10.1, etc. behind this Page 10.

See description on attached pages.



## 19. Rule 111-2-2-.09(1)(a): Consistency with State Health Plan

**A. GOAL:** To ensure that Georgia citizens have access to cost- effective, efficient, and quality home health services.

**B. OBJECTIVES:**

**1. Provide compassionate service to all patients:** This objective emphasizes the importance of providing compassionate care to all patients, regardless of their condition or circumstances. It highlights the need for caregivers to be empathetic and understanding towards patients, and to provide care that is focused on their individual needs. Axzons maintains policies and procedures as well as training to all Axzons providers and caregivers to ensure patients receive compassionate care.

**2. Deliver quality care that meets the highest standards of professionalism:** This objective emphasizes the importance of delivering high-quality care that meets the highest standards of professionalism. It highlights the need for caregivers to be knowledgeable, skilled, and competent in their work, and to provide care that is evidence-based and effective. Axzons maintains a continuous quality improvement program to ensure its employees maintain the highest standards of professionalism and experience in providing services to its patients.

**3. Honor all patient rights and work closely with their families to achieve maximum functional independence:** This objective emphasizes the importance of honoring patient rights and working closely with their families to achieve maximum functional independence. It highlights the need for caregivers to respect patients' autonomy and to involve them and their families in the care planning process. Services provided by Axzons specifically contemplate collaboration with a patient's family and friends who are the primary caregivers, to encourage positive relationships and quality of life.

**4. Reduce re-hospitalizations by providing coordinated planned care between patients, caregivers, and physicians:** This objective emphasizes the importance of reducing re-hospitalizations by providing coordinated planned care between patients, caregivers, and physicians. It highlights the need for caregivers to work closely with physicians to develop care plans that are tailored to the patient's needs and to ensure that patients receive the appropriate care in a timely manner. Axzons services are designed to minimize re-hospitalization and improve coordination of care between patients, caregivers, and the patient's physicians to ensure the patient has the highest possible quality of life.

**5. Empower Georgians to care for their loved ones at home:** This objective emphasizes the importance of empowering Georgians to care for their loved ones at home. It highlights the need for caregivers to provide education and resources to help families provide the best possible care for their loved ones. As noted previously, Axzons supports its patients and their primary care givers, encouraging and supporting strong relationships between patients and their primary caregivers.

**6. Offer expert and compassionate staff to support patients and their families:** This objective emphasizes the importance of offering expert and compassionate staff to support patients and their families. It highlights the need for caregivers to be knowledgeable, skilled, and

compassionate in their work, and to provide care that is focused on the patient's individual needs. Axzons' recruitment and retention policies, as well as its continuous quality improvement program ensures its employees are experienced and qualified to provide a high caliber of patient care and compassion.

**7. Provide education and resources to help caregivers provide the best possible care:** This objective emphasizes the importance of providing education and resources to help caregivers provide the best possible care. It highlights the need for caregivers to be knowledgeable about the latest research and best practices in their field, and to have access to resources that can help them provide high-quality care. As noted previously, Axzons' continuous quality improvement program ensures that its employees are highly trained and up-to-date on the latest research and best practices in the field of home healthcare.

**8. Foster a culture of respect, empathy, and understanding for all patients and their families:** This objective emphasizes the importance of fostering a culture of respect, empathy, and understanding for all patients and their families. It highlights the need for caregivers to be respectful, empathetic, and understanding towards patients and their families, and to provide care that is culturally sensitive and responsive to their needs. Axzons' policies and procedures ensure its employees bring a high level of care and compassion to patient care and ensuring patients and their primary care givers have the necessary resources to ensure the highest quality of life for the patient.

**9. Continuously improve our services to meet the changing needs of our patients and their families:** This objective emphasizes the importance of continuously improving services to meet the changing needs of patients and their families. It highlights the need for caregivers to be responsive to the changing needs of patients and their families, and to continuously evaluate and improve the quality of care they provide. Axzons' continuous quality improvement program specifically ensures its employees maintain the highest level of care by fostering an environment of continuous improvement and learning.


**10. Partnership between Axzons and caregivers to help them care for their loved ones:** This objective emphasizes the importance of partnering with Axzons and caregivers to help them care for their loved ones. It highlights the need for caregivers to have access to financial resources that can help them provide high-quality care, and to have the support they need to care for their loved ones. Axzons will partner with community partners in the proposed services area to ensure that patients and their primary caregivers have access to resources to ensure the patient has the highest quality of life.


**Rule 111-2-2-.09(1)(b): Need**

*The population residing in the area served, or to be served, by the new institutional health service has a need for such services.*

**20.** Please explain the need for your particular project or service. For services for which a need methodology exists in the State Health Plan, please use the said methodology. In submitting information to explain the need for your project, please also use the following guidelines:

- For any population projections, the official projections of the Office of Planning and Budget should be utilized;
- Include maps that clearly define both the primary and secondary service areas and identify all other providers of the proposed service that lie within the primary and secondary service area on such maps;
- Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients, visitors, and employees; and
- For services that already have documented utilization rates, include such historical utilization data, and projections for future utilization.

 **NOTE:** *If your explanation exceeds this blocked space, attach additional 8-½ by 11-inch pages, number the first sheet Page 11.1, the second Page 11.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 11.1, etc. behind this Page 11.*

 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that supports the need for your project into **APPENDIX E**. All documents such as tables, charts, and maps that support your need analysis and that are able to be inserted or created in MS Word format should be inserted following this page according to instructions in the note above.

See description on attached pages.

## 20. Need

The Office of Health Planning (“OHP”) has identified a projected “unmet need” for additional home health services in fourteen (14) SSDR- 8 counties, including Chattahoochee, Randolph, Clay, Schley, Dooly, Stewart, Harris, Sumter, Macon, Talbot, Marion, Taylor, Quitman, and Webster counties with a total identified un-met numerical need of 600 within SSDR-8.

SSDR-8 is comprised of 16 rural to suburban counties, with populations ranging from just over 2,000 in Quitman County to just over 196,000 in Muscogee County.

Axzens proposes to offer home health services Chattahoochee, Randolph, Clay, Schley, Dooly, Stewart, Harris, Sumter, Macon, Talbot, Marion, Taylor, Quitman, and Webster Counties as identified by the Department in its Batching Notice. Axzens does not currently offer services in the identified counties and is submitting this application pursuant to OHP’s identification of unmet need for each county.

While Axzens does not currently provides home health services in the identified counties, it provides similar services in the State of New York, along with related healthcare services, in forty seven (47) New York counties. Axzens has substantial experience providing high quality, cost-effective home health services and will bring this experience and expertise to the provision of home health services to patients in Chattahoochee, Randolph, Clay, Schley, Dooly, Stewart, Harris, Sumter, Macon, Talbot, Marion, Taylor, Quitman, and Webster Counties.

Axzens’ sister organization currently provides its services in forty seven (47) New York counties, including both its most populous counties as well as its least populated counties such as Lewis, Schuyler, and Yates counties which all have populations under 25,000. This breadth of service area with diverse population densities mirror the populations and demands of SSDR-8 which has rural counties as well as some higher density suburban counties.

Axzens will serve all patients regardless of race, ethnicity, religion, income or insurance status and will make an indigent and charity care commitment of one percent (1%).

Axzens currently serves Medicare, Medicaid, Third Party, and other governmental payer insured patients in New York, and will similarly offer services to those patient populations in Georgia’s SSDR-8.

### **RELATIONSHIPS WITH LOCAL SUPPORT SERVICES**

Axzens will develop relationships with local services including transportation, meal support, other healthcare providers, and similar third party services to ensure that Axzens patients will have access to a wide array of ancillary services to ensure high quality care and quality of life is maintained by patients and their families.

### **AXZENS PROPOSED LOCATION WITHIN SSDR-8**

Should Axzens obtain approval, it will maintain a location in SSDR-8. While Axzens will maintain a location within SSDR-8, its health care professionals will be distributed and easily accessible in each of the identified counties to ensure continuous coverage for services provided to patients.

### **AXZENS’ WIDE RANGE OF HOME HEALTH SERVICES PROVIDED**

Services offered by Axzons to its home health care patients will include general home health care services, live-in care, respite care, cardiological care, companion care, nutritional services, nursing services, and other specialized care services particular to home health care services, all services which it's sister organization currently provides in New York. Axzons will provide each of these services to meet the identified need for additional home health services in SSDR-8 in a high quality, cost-effective manner to ensure its patients and applicable payors receive the best value for the high quality services rendered by Axzons.

### **HOME HEALTHCARE SERVICES**

Axzons provides a broad range of skilled and aide based services to patients living in their own homes and in assisted living facilities. Axzons emphasizes the promotion and maintenance of a high quality standard of living for patients experiencing illness and disability.

#### **LIVE-IN CARE**

Axzons provides fully trained caregivers to live with patients in their homes. Live-in caregivers support the specific needs of patients to keep them comfortable and independent in their own homes. Axzons will provide two or more caregivers who will work in rotation to provide 24/7 live-in support for patients suffering from chronic conditions who live alone or are unable to conduct the activities required for daily living as needed.

#### **RESPIRE CARE**

Axzons provides respite care to its patients and their families for emergency temporary care, planned short-term, and time-limited breaks for families and other unpaid care givers of children with a developmental delay, children with behavioral problems, adults with an intellectual disability, and adults with cognitive loss in order to support and maintain the primary care giving relationship. Axzons' respite care program allows primary care givers to maintain positive relationships with their loved ones and maintain long term primary care relationships.

#### **COMPANION CARE**

Axzons provides companion care and sitter care through a team of highly trained and experienced caregivers who have extensive skills, knowledge, and experience to provide personalized companion and sitter services to meet the unique needs of each individual patient. Axzons' team of companion caregivers assist with daily living activities, medication reminders, transportation, light housekeeping, and companionship to ensure patients have the best possible quality of life.

#### **NUTRITIONAL COUNSELLING**

Axzons maintains a comprehensive nutritional counseling program, training its caregivers with the necessary skills and knowledge base to assist its patients with maintaining appropriate nutrition to address the patient's specific needs. Axzons caregivers assist patients with preparing grocery lists, meal preparation, cleanup and storage of prepared foods, coordinate with Meals on Wheels programs, dietary and actual consumption of meals monitoring, and preparation and assistance with following disease specific dietary requirements.

#### **NURSING SERVICES**

Axzon's provides nursing services to patients to support its home health services personnel where nursing care has been ordered by a patient's physician. Axzon's visiting nurses provide care to all Axzon's patients where ordered for those patients with long term needs or short term needs. This service provides a convenient alternative to patients needing to travel to an outpatient healthcare facility for treatment.

Axzon's nurses provide initial client assessment, pre and post-operative care, routine monitoring of vitals, catheter care and change assistance, trach and vent care, pain management, injections, infusion and IV therapies, lab draws, wound care, tube feeding assistance, pulmonary care, medication management, and central line and port maintenance.

Axzon's maintains a Continuous Quality Improvement program to ensure Axzon's staff have the necessary skills, training, and continuing education to always improve and provide high quality care to patients.

### **SPECIALIZED CARE**

In support of each of its services, Axzon's provides specialized care for patients with Alzheimer's and Dementia, Parkinson's, respite care, developmental and intellectual difference care, stroke recovery support, chronic obstructive pulmonary disease support, and recuperative care.

### **CONCLUSIONS**


Axzon's plans to operate a diverse and wide range of general and specialized services specifically to ensure it provides the highest quality care for its patients. Axzon's maintains several programs to support these services, including quality control and improvement for its health care providers and relationships with third party community partners to ensure patient access to the widest possible range of services. Axzon's experience providing home health care services in rural counties in New York will translate appropriately to the similarly situated populations of Georgia's SSDR-8.


Axzon's will bring this depth of experience and service to Georgia's SSDR-8, providing high quality care, community partnerships, and participation to ensure the identified need in Georgia's SSDR-8 is met.

**Rule 111-2-2-.09(1)(c): Existing Alternatives**

*Existing alternatives for providing services in the service area the same as the new institutional health service proposed are neither currently available, implemented, similarly utilized, nor capable of providing a less costly alternative, or no Certificate of Need to provide such alternative services has been issued by the Department and is currently valid.*

- 21.** Identify existing health care facilities and services and those approved for development in the service or planning area. Describe how your service differs in terms of population served from the existing and approved services. Describe how the proposed project will enhance service delivery in the service or planning area. Also, explain the internal organizational alternatives that the Applicant considered.

 **NOTE:** If your explanation exceeds this blocked space, attach additional 8-½ by 11-inch pages, number the first sheet Page 12.1, the second Page 12.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 12.1, etc. behind this Page 12.

 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis of existing alternatives into **APPENDIX F**. All documents such as tables, charts, and maps that you wish to use to analyze the existing alternatives and that are able to be inserted or created in MS Word format should be inserted following this page according to instructions in the note above.

See description on attached page.

## 21 EXISTING ALTERNATIVES

The Office of Health Planning (“OHP”) has identified a projected “unmet need” for additional home health services in fourteen (14) SSDR-8 counties, including Chattahoochee, Clay, Dooly, Harris, Macon, Marion, Quitman, Randolph, Schley, Stewart, Sumter, Talbot, Taylor and Webster counties. This identification by OHP acknowledges that existing home health agencies are currently unable to meet the need for services, requiring additional services to be provided.

Of the nine (9) agencies currently serving counties, Chattahoochee, Clay, Dooly, Harris, Macon, Marion, Quitman, Randolph, Schley, Stewart, Sumter, Talbot, Taylor and Webster counties there currently no agencies serving more than three (300) patients.

Agency	Number of Patients													
	Chattahoochee	Clay	Dooly	Harris	Macon	Marion	Quitman	Randolph	Schley	Stewart	Sumter	Talbot	Taylor	Webster
CareSouth - An Affiliate of Crisp Regional Hospital	-	-	206	-	62	-	-	-	-	-	20	-	-	-
Encompass Health Home	29	-	-	111	-	39	-	-	-	24	-	33	61	22
Georgia Home Health	-	-	-	51	-	-	-	-	-	-	-	-	-	-
Kindred at Home - Columbus	25	-	-	129	-	56	-	-	-	-	-	96	-	-
Ultra Care of Georgia	24	-	-	188	-	-	-	-	-	-	-	-	-	-
West Georgia Home Care	-	-	-	77	-	-	-	-	-	-	-	-	-	-
Amedisys Home Health of	-	-	-	-	-	-	-	-	-	-	1	-	-	-
Amicita Home Health	-	4	-	-	-	-	-	42	-	-	-	-	-	-
Phoebe Home Health	-	14	-	-	-	-	20	94	-	8	119	-	-	15

Axzon's sister organization in New York already provides a wide range of home health services to thousands of patients in New York. Axzon's is well positioned to expand into Georgia and provide high quality, cost-effective care to the patients of SSDR-8.

Axzon's will provide a wide range of comprehensive home health services to patients in order to meet the identified need and support the existing health care services already serving SSDR-8.



**Rule 111-2-2-.09(1)(d): Financial Feasibility**

The project can be adequately financed and is, in the immediate and long-term, financially feasible.

22. Provide project cost estimates for the following categories. Enter in whole dollar amounts except Cost / Sq. Ft.

PROJECT COST ESTIMATES			
Type of Cost	Amount	Sq. Ft.	Cost / Sq. Ft.
<b>COSTS APPLICABLE TO FILING FEE</b>			
<b>Construction</b>			
(1) New Facility Costs			
(2) Expansion Costs			
(3) Renovation Costs			
(4) Architectural and Engineering Fees			
<b>(5) Subtotal Construction</b>	<b>0.00</b>		
<b>Equipment</b>			
(6) Fixed Equipment (not in construction contract)			
(7) Moveable Equipment	35,000.00		
<b>(8) Subtotal Equipment</b>	<b>35,000.00</b>		
<b>Other</b>			
(9) Contingency	45,000.00		
(10) Legal and Administrative Fees	5,000.00		
(11) Interim Financing			
(12) Underwriting Costs			
(13) Building and Fire Code Compliance			
(14) Other:			
<b>(15) Subtotal Other</b>	<b>50,000.00</b>		
<b>(16) TOTAL COST APPLICABLE TO FILING FEE</b>	<b>85,000.00</b>		
<b>COSTS EXCLUDED FROM FILING FEE</b>			
(17) Site Acquisition Cost			
(18) Predevelopment Costs			
(a) Preparation of Site			
(b) Development and Preparation of CON Application	15,000.00		
<b>(19) Subtotal Predevelopment</b>	<b>15,000</b>		
(20) Escrow for Debt Service			
<b>(21) TOTAL COST EXCLUDED FROM FILING FEE</b>	<b>15,000</b>		
<b>(22) GRAND TOTAL ESTIMATED PROJECT COST</b>	<b>100,000</b>		

← Add Lines 1 through 4

Attach Purchase Orders or Quotes for All Major Medical Equipment at **APPENDIX G**.

← Add Lines 6 through 7

← Add Lines 9 through 14

← Add Lines 5, 8 and 15


**NOTE:**  
Enter the Amount of Line 16 on the Cover Page at Item 2 of the Submission Table.

← Add Lines 18a and 18b


← Add Lines 17, 19, and 20

← Add Lines 16 and 21

**NOTE:** Use the amount of Line 22 for all responses throughout this application except for calculating the filing fee.


- 23.** Indicate the anticipated sources of **funds** for the proposed capital expenditures if any. Specify the amount received from each source. Round to whole dollar amounts.  Attach documentation indicating the current availability of grants, private contributions, and unrestricted reserves, if any, at **Appendix G**.

Fund Sources	
Source	Amount
<b>DEBT</b>	
(1) Revenue Certificates (Bonds)	
(2) General Obligation Bonds	
(3) Commercial Loans	
(4) Government Loans	
<b>EQUITY</b>	
(5) Grants	
(6) Private Contributions (Philanthropy)	
(7) Public Campaign	
(8) Unrestricted Reserves on Hand (Cash)	100,000.00
(9) Other (please specify):	
<b>(10) TOTAL ESTIMATED FUNDS</b>	

 If you enter debt financing sources, provide the following in **APPENDIX G**:

1. Contingency letters of commitment from a bank or other reputable lending institution(s) indicating its interest in financing the project if a Certificate of Need is issued to the Applicant that states the anticipated terms, including the interest rate, frequency of payments, total amount to be borrowed, and the duration of the financial obligation.
2. Amortization schedules including the interest, principal, depreciation and amortization by year.

← Add Lines 1 through 9

 **NOTE:** The amount of Line 10 should equal the amount of Line 22 of Question 22 above.

- 24.** Does the Applicant undergo annual financial audits? ☒ **YES** ☐ **NO**

If **YES** →  Attach the most recent financial audit at **APPENDIX G**.

If **NO** → Please provide Balance Sheets, Bank Statements, Tax Returns, or other financial statements verifying income.  Attach this documentation in **APPENDIX G**.

25. Provide pro forma income and expense projections for the first two years of operation following the anticipated completion of the project. Identify all the assumptions used to develop the pro forma statement. Indicate the period covered for the first and second years.

Pro Forma Income and Expense Projections		
Type of Income or Expense	First Year (mm/yy)	Second Year (mm/yy)
<i>Period Covered (Month and Year)</i>	<i>to</i>	<i>to</i>
(1) Number of Beds/Rooms/Procedures/Patients	300	600
(2) Projected Percent Occupied or Utilized	50 %	100 %
<b>REVENUES</b>		
(3) Inpatient Revenues		
(4) Outpatient Revenues	\$806,659.00	\$1,613,319.00
Add Lines 3 and 4 (5) Patient Revenues	\$806,659.00	\$1,613,319.00
(6) Other Revenues		
Add Lines 5 and 6 (7) GROSS REVENUES	\$806,659.00	\$1,613,319.00
<b>Deductions From Revenues</b>		
(8) Indigent and Charity Care	\$8,066.00	\$16,133.00
(9) Bad Debt	\$10,399.00	\$20,798.00
(10) Contractual Adjustments		
Medicaid	\$126,697.00	\$253,395.00
Medicare	\$99,538.00	\$199,077.00
Other	\$19,907.00	\$39,815.00
(11) Other Free Care		
Add Lines 8, 9, 10 & 11 (12) TOTAL DEDUCTIONS	\$264,607.00	\$529,218.00
Subtract Line 12 from Line 7 (13) NET REVENUES	\$542,052.00	\$1,084,101
<b>EXPENSES</b>		
<b>Direct Expenses</b>		
(14) Salaries and Benefits	\$360,981.00	\$721,962.00
(15) Supplies	\$14,491.00	\$28,982.00
(16) Other	\$26,376	\$52,752.00
Add Lines 14 through 16 (17) DIRECT EXPENSES	\$401,848.00	\$803,696.00
<b>Indirect Expenses</b>		
(18) Depreciation	10,000.00	25,000.00
(19) Amortization		
(20) Interest		

Pro Forma Income and Expense Projections			
Type of Income or Expense		First Year (mm/yy)	Second Year (mm/yy)
Period Covered (Month and Year)		to	to
(21) Other			
Add Lines 18 through 21	(22) INDIRECT EXPENSES	10,000.00	25,000.00
Add Lines 17 & 22	(23) TOTAL EXPENSES	\$411,848.00	\$828,696.00
<b>INCOME / (LOSS)</b>			
Subtract Line 23 from Line 13	(24) Income / (Loss)	\$130,204.00	\$255,405.00
(25) Income Taxes		0.00	0.00
Subtract Line 25 from Line 24	(26) NET INCOME / (LOSS)	\$130,204.00	\$255,405.00
<b>GROSS PATIENT REVENUE BY SOURCE</b>			
<b>Government</b>			
(27) Medicare		\$330,730.00	\$661,460.00
(28) Medicaid		\$411,396.00	\$822,792.00
(29) Other Government			
Add Lines 27 through 29	(30) Government	\$742,126.00	\$1,484,252.00
<b>Nongovernmental</b>			
(31) Third Party Payors		\$48,399.00	\$96,798.00
(32) Self-Pay		\$16,134.00	\$32,269.00
(33) Other Nongovernmental			
Add Lines 31 through 33	(34) Nongovernmental	\$64,532.00	129,067.00
Add Lines 30 and 34	(35) TOTAL, ALL SOURCES	\$806,659.00	\$1,613,319.00

☞ **NOTE:** These amounts must equal "Patient Revenues" under line 5 on Page 15

Briefly outline the assumptions made for each line item of statistics entered in the Pro Forma Income and Expense Projections above.

PRO FORMA ASSUMPTIONS
<p><b>(1) Number of Beds/Rooms/Procedures/Patients:</b> The statistic used by applicant is "patients" served, with one half of the patient need allocated in year one and the total unmet need allocated in year 2.</p>
<p><b>(2) Projected Percent Occupied or Utilized:</b> Not applicable.</p>
<p><b>(3) Inpatient Revenues:</b> Not applicable as the services provided are outpatient services only.</p>
<p><b>(4) Outpatient Revenues:</b> All revenue is associated with skilled intermittent home health services.</p>
<p><b>(6) Other Revenues:</b> Not applicable.</p>
<p><b>(8) Indigent and Charity Care:</b> Equal to one percent (1%) of adjusted gross revenue.</p>
<p><b>(9) Bad Debt:</b> Based on historical experience of applicant's sister organization.</p>

**PRO FORMA ASSUMPTIONS****(10) Contractual Adjustments:****Based on historical experience of applicant's sister organization.****(11) Other Free Care:****Not Applicable.****(14) Salaries and Benefits:****Based on historical experience of applicant's sister organization.****(15) Supplies:****Based on historical experience of applicant's sister organization.****(16) Other:****Based on historical experience of applicant's sister organization.****(18) Depreciation:****Based on a standard straight line method.****(19) Amortization:****Not applicable.****(20) Interest:****Not applicable.**

PRO FORMA ASSUMPTIONS
<p>(21) Other Indirect Expense: No other indirect expenses anticipated.</p>
<p>(25) Income Taxes: Not applicable.</p>
<p>(27) Medicare: Based on an estimation that Medicare patients will equal 41% of applicant's patient base.</p>
<p>(28) Medicaid: Based on an estimation that Medicaid patients will equal 51% of applicant's patient base.</p>
<p>(29) Other Government: 0</p>
<p>(31) Third Party Payors: Based on an estimation that third party payor patients will equal 6% of applicant's patient base.</p>
<p>(32) Self-Pay: Based on an estimation that self-pay patients will equal 2% of applicant's patient base.</p>

**26. Provide details of the Applicant's total existing indebtedness in the following table:**

[illegible]



27. Please provide the following information about staffing levels. Indicate the number of existing and proposed employees for the second operating year following the project's completion. Please express in full-time equivalents.

Staffing Levels (Full-Time Equivalents)			
Position	Existing	Proposed	Total
Registered Nurse		1.5	1.5
Licensed Practical Nurse		1.0	1.0
Licensed Nurse Practitioner or Other Advanced Practice Nurse			
Nurse Midwife			
Nursing Assistant			
Physician			
Pharmacist			
Dentist			
Social Worker		1.0	1.0
Certified Addiction Counselor			
Audiologist		1.00	1.00
Radiological Technician			
Surgical Technician			
Physical Therapist		1.0	1.0
Respiratory Therapist		0.5	0.5
Occupational Therapist		1.0	1.0
Psychologist			
Speech - Language Pathologist		1.0	1.0
Medical Laboratory Technologist			
Personal Care Aide		2.5	2.5
Home Health Aide		2.5	2.5
Total Other Staff		2.0	2.0

28. Describe plans for securing the services of professional, administrative, and paramedical personnel. Describe the current availability of staff as well as plans for training and recruiting the required personnel. Include institutional agreements and other supporting documents. Do not exceed the space provided.


1. Assess the current availability of staff including Registered Nurses, Administrators, Therapists, Medical Social workers, and Home Health Aides.
2. Develop a recruitment strategy: Based on the assessment of current staff availability, Axzons will develop a recruitment strategy to attract and hire additional medical staff and caregivers in advance of patient volume increases. This will include having direct contact with certified home health aide, nursing, physical therapy, occupational therapy, and speech therapy training programs to continue identifying candidates for future employment. Axzons will also place sponsored ads in appropriate media outlets, host recruiting events at libraries and churches, and create relationships with medical institutions in the service area.
3. Utilize job boards and social media: Axzons will also use job boards and various other social media companies to advertise job openings and attract potential candidates.
4. Provide training and support: Once new staff members are hired, Axzons will provide training and support to ensure they have the skills and knowledge necessary to provide high-quality care. This may include on-the-job training, continuing education opportunities, and mentorship programs.
5. Evaluate and adjust recruitment strategy: Axzons will continuously evaluate the effectiveness of its recruitment strategy and adjust it as needed to ensure that it is attracting the best possible candidates for open positions.


By implementing these plans, Axzons aims to secure the services of professional, administrative, and paramedical personnel to provide high-quality care to its patients.

**Rule 111-2-2-.09(1)(e): Effects on Payors**

*The effects of the new institutional health service on payors for health services, including governmental payors, are reasonable.*

29. Provide data to show the trend in **current** and **projected** charges under the facility's existing operations. For proposed new facilities or services, provide data to show the trend in charges at other facilities that are owned and/or operated by the Applicant, if applicable.

 **NOTE:** *If your explanation exceeds this blocked space or you need to attach tables or graphs, attach additional 8-½ by 11-inch pages, number the first sheet Page 23.1, the second Page 23.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 23.1, etc. behind this Page 23.*

 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis of the effect on payors of your project into **APPENDIX H**. All documents such as tables, charts, and maps that you wish to use to analyze the effect on payors and that are able to be inserted or created in MS Word format should be inserted following this page according to instructions in the note above.

See on attached page.

**29. Rule 111- 2-2-.09(1)(e): Effects on Payors**

The Applicant proposes to charge the following actual and projected rates:

<b>Projected Average Charge Per Discipline Visit</b>						
<b>Year</b>	<b>Skilled Nursing</b>	<b>Physical Therapy</b>	<b>Home Health Aide</b>	<b>Occupational Therapy</b>	<b>Medical Social Work</b>	<b>Speech Therapy</b>
<b>2023</b>	\$162	\$188	\$92	\$188	\$162	\$162
<b>2024</b>	\$166	\$193	\$94	\$193	\$166	\$166
<b>2025</b>	\$170	\$198	\$96	\$198	\$170	\$170
<b>2026</b>	\$174	\$203	\$98	\$203	\$174	\$174
<b>2027</b>	\$178	\$208	\$100	\$208	\$178	\$178
<b>2028</b>	\$182	\$213	\$102	\$213	\$182	\$182
<b>Source: Internal Projection Data</b>						

These rates and projections are consistent with other home health agencies providing the same services at competitive and low costs within the proposed service area.

Additionally, as noted elsewhere in this application, Axzons is designated a Lead Fiscal Intermediary in the State of New York's Medicaid program demonstrating its commitment to providing high quality services at a cost-effective rate. This designation makes Axzons one in a much smaller select group of providers designated to provide home health services to Medicaid patients in New York. Axzons will bring its leadership and experience serving Medicaid patients to its operations in the proposed service area and by doing so, exhibit fiscal responsibility with all payors within proposed service area.

**Rule 111-2-2-.09(1)(f): Construction Methods and Costs**

*The costs and methods of a proposed construction project, including the costs and methods of energy provision and conservation, are reasonable and adequate for quality health care.*

- 30.** Provide the following information about the architect or engineer who has been engaged to design this project. Include documentation of the architect or engineer's registration in Georgia.


CHIEF ARCHITECT/ENGINEER		
Name: Not applicable		
Firm:		
Address:		
City:	State:	Zip:
Phone:		
Registration Number:		

- 31. Project Completion Forecast.** Complete the following project completion forecast. It is important that you supply feasible and well-planned dates because if you do not complete your project or implement your project in a timely fashion, your Certificate of Need will be subject to revocation. For projects that do not involve construction, enter days and dates for those events that are applicable; for example, Equipment Installed and Final Progress Report Submitted.

PROJECT COMPLETION FORECAST		
Event	Days Required to Complete	Proposed Completion Date
1. Final Architectural Plans and Specifications		
2. Plans approved by State Architect		
3. Enforceable Construction Contract Signed		
4. Building Permit Secured		
5. Materials on Site		
6. Site Preparation Completed		
7. Construction 25% Complete		
8. Construction 50% Complete		
9. Construction 75% Complete		
10. Equipment Installed (If Applicable)		
11. Construction 100% Complete		
12. License Obtained from DCH's Healthcare Facility Regulation Division	60	11/30/2023
13. New Institutional Health Service Offered	1	12/1/2023
14. Final Progress Report Submitted	30	12/30/2023


In addition to the table above, if major components of the proposed project will be completed and become operational prior to the overall completion of the project (for example department or services will be developed in phases) indicate below the anticipated date of completion for each component.

Will major components of the proposed project be developed in phases? ☐ YES ☐ NO

If **YES** → Complete the following table.  **NOTE:** If your components or phases exceed the number of rows in the table, attach an additional 8-½ by 11-inch sheet containing a replica of this table, number the first sheet Page 25.1, the second Page 25.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 25.1, etc. behind this Page 25.


If **NO** → Continue to the next question.

COMPONENT/PHASED COMPLETION FORECAST		
Component, Department, or Phase	Days Required to Complete	Proposed Completion Date

 **NOTE:** If litigation regarding this application, and approval thereof, occurs, the completion forecast will be adjusted at the time of the final resolution to reflect the actual effective date, if the final resolution is in favor of the application.

32. Please provide the information in the chart below if your project involves any construction or remodeling.

 Attach the requested information in **APPENDIX I** in the order listed in the chart below.

Architectural Documents	
1. Architect Certification	Provide a letter from the architect certifying the construction and/or renovation costs for the project. The letter must include the total square footage, the total cost of construction, the cost per square foot for construction, and the cost per square foot for renovations. These amounts should match the amounts shown on Lines 1 through 5 of Question 22. <b><i>This letter must be prepared within 60 days of submission of the application.</i></b>
2. Schematic Plans	<p>Provide schematic plans for the project and include at least the following information:</p> <ul style="list-style-type: none"> <li>Plans for each floor that clearly show the relationship between departments and services and the room arrangements for each. Indicate the function of each room or space.</li> <li>Proposed roads, walkways, service courts, entrance courts, parking, and orientation should be shown on either a plot plan or the first floor plan.</li> <li>Provide a cross-sectional diagram that indicates the type of construction and building materials.</li> <li>If the proposed construction is an addition or if it is otherwise related to existing buildings on the site, the schematic plans should show the facilities and the general arrangement of those buildings.</li> </ul> <p> <b>NOTE:</b> <i>These plans should be provided on paper no larger than 8 ½-in. by 11-in. If such plans cannot be reproduced legibly at this size, the plans must be submitted as a high-resolution PDF document included with the application.</i></p>
3. Plot Plan	Provide a plot plan of the site including at least the following: dimensions of the property lines; the locations of major structures, easements, rights-of-way, and encroachments; the location of the proposed facility or expansion; and the relationship of the facility to additional structures, if any, on the campus.

**Rule 111-2-2-.09(1)(g): Financial Accessibility**

*The new institutional health service proposed is reasonably financially and physically accessible to the residents of the proposed service area and will not discriminate by virtue of race, age, sex, handicap, color, creed or ethnic affiliation.*


**33.** In order for the Department to evaluate the extent to which each Applicant proposes to provide, or has provided, health care services for those unable to pay, address each of the following review considerations concerning such financial accessibility by providing written narrative as well as documentation:

- a. The Applicant should have policies and directives related to the acceptance of financially indigent, medically indigent, Medicaid, PeachCare, and Medicare patients for necessary treatment. Explain how the Applicant meets this requirement. Limit your response to the space provided.

The Applicant has a history (through its sister organization) of providing high quality services to all patients, including indigent, Medicaid and Medicare patients in high numbers. The non-discriminatory practices of Applicant are provided in more detail in the various policies attached herein.

Appendix J includes each of the following policies:


1. Client/ Consumer Rights Policy-addresses patient acceptance and nondiscriminatory practices.
2. Admittance & Re-Admittance of Clients
3. Provision of Information

 Attach the requested policies and directives as **APPENDIX J**.

- b. The Applicant should have policies ensuring that medical staff privileges allow a reasonable acceptance of referrals of Medicaid patients, PeachCare patients, and all other patients who are unable to pay all or a portion of their health care costs. Explain how the Applicant meets this requirement. Limit your response to the space provided.

Not applicable: Because home health agencies do not address medical staff privileges. With that said, the Applicant has extensive experience working within the Medicaid program and accepting and caring for Medicaid patients. As part of its commitment to providing high-quality care to patients, Axzons will be enrolled in Medicare and Medicaid and will provide care to Medicaid, Medicare and PeachCare patients in significant numbers if approved.

The applicant's policies allow for the reasonable acceptance of referrals for Medicaid patients, PeachCare patients, and all other patients who are unable to pay all or a portion of their healthcare costs.

 Attach the requested policies and directives as **APPENDIX J**.



- c. The Applicant must provide evidence of specific efforts made to provide information to patients regarding arrangements for satisfying incurred health care charges. Explain how the Applicant meets this requirement. Limit your response to the space provided.

Axzens' team has extensive experience working with patients and is well-versed in providing quality care. If approved, Applicant will apply for Medicare and Medicaid. In accordance with the Provision of Information policy and procedures, prospective patients will receive an information package detailing the types of insurance accepted, including financially and medically indigent, Medicaid, PeachCare, Medicare, private pay, and other commercial insurances. As part of the admission packet, Axzens will provide patients with information on who will be responsible for satisfying the incurred health care charges for all services rendered. Axzens will have administrative staff to assist patients with any inquiries related to charges and payment responsibility.

- d. The Applicant should, if applicable, have documented records of funds received from the county, city, philanthropic agencies, donations, and any other source of funds (other than from direct operations) for the provision of health care services to indigent, Medicaid, and PeachCare patients. Explain how the Applicant meets this requirement. Limit your response to the space provided.

Not applicable. As the applicant is a for profit corporation, it will likely not qualify for these categories of funds in support of its home health operations.

- e. The Applicant should have documented records as evidence of the Applicant's commitment to participate in the Medicaid, Medicare, and PeachCare programs, as well as the Applicant's commitment to provide health care services to all presenters regardless of race, gender, disability, or ability to pay, and the Applicant's commitment to providing charity care. Explain how the Applicant meets this requirement. Limit your response to the space provided.

Axzens' sister organization has extensive experience working with Medicare and Medicaid patients and is well-versed in providing quality care. If approved, Applicant will apply for Medicare and Medicaid with an expectation to provide a significant number of services to those patient populations. Additionally, Axzens has provided a written commitment to participate in the Medicare, Medicaid, and PeachCare for Kids programs, as well as any other state health benefits. They have also committed to providing healthcare services to all patients regardless of race, gender, disability, or ability to pay, and to offer charity care.

- f. The Applicant should have documented records as evidence that the levels of health care provided correspond to a reasonable proportion of those persons who are medically indigent and those who are eligible for Medicare, Medicaid or PeachCare within the service area. Attached records of care provided to patients unable to pay should include Medicare and Medicaid adjustments, PeachCare, other indigent care, and other itemized deductions from revenue, including bad debt. Explain how the Applicant meets this requirement. Limit your response to the space provided.

The proposed homecare agency of Axzons is committed to providing healthcare services that are proportionate to the number of medically indigent individuals and those eligible for Medicare, Medicaid, or PeachCare within the service area. Although healthcare services have not yet been provided, Axzons is dedicated to fulfilling this commitment. While we are currently unable to provide documentary records as evidence, we assure you that our commitment to providing quality healthcare services remains steadfast. Axzons sister organization can demonstrate the high levels of care provided to these patient populations and our patient revenue projections are based largely on Medicare and Medicaid patients, along with the indigent and charity care commitment.

 Attach any evidence directly supporting your explanation as **APPENDIX J**.

34. Has the Applicant made any previous indigent and charity care commitments associated with a **previous** Certificate of Need application?

☐ YES ☐ NO

If **YES** → Complete the following table. Specify the information requested for each applicable facility and/or service. Also, attach sheets to indicate how the amount of the commitment was determined.

If **NO** → Continue to the next question.

Previous Indigent/Charity Care Commitments				
Facility/Service	Project Number	Date of Approval	Percent of Adjusted Gross Revenue	Outcome
			%	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
			%	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
			%	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
			%	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
			%	<input type="checkbox"/> Met <input type="checkbox"/> Not Met
			%	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

35. Is the Applicant making an indigent and charity care commitment for **this** project?

☒ **YES**    ☐ **NO**

If **YES** → Complete the information requested below. Note that failure to meet an indigent and charity care commitment could result in fines and constitute grounds for an adverse ruling on a future Certificate of Need application.

If **NO** → Continue to the next question.

Is the commitment voluntary, or is it required by a specific Certificate of Need rule?

☐ Voluntary    ☒ Mandatory

Is the commitment service-specific or hospital-wide?

☒ Service-Specific    ☐ Hospital-Wide


In the space provided below, describe the commitment and include its amount and effective date(s). Indicate what percentage of adjusted gross revenues the commitment represents.


Axzon's will commit to make an indigent and charity care commitment for this project of one percent (1%) of adjusted gross revenue. In making this indigent and charity care commitment, it is worth noting that Axzon's has extensive experience working with Medicare and Medicaid patients through its sister organization's current operations in New York, as well as charity care provided in that organization. As such, they are well-equipped to support an influx of indigent and charity care patients through these programs. It is important to recognize that the need for such care has already been established, and Axzon's has a proven track record of providing high quality care to these patient populations. Therefore, Axzon's' experience and expertise in caring for medically indigent patients is a testament to their dedication to providing high quality healthcare services to all individuals, regardless of their ability to pay.

## Rule 111-2-2-.09(1)(h): Relationship to Health Care Delivery System

*The proposed new institutional health service has a positive relationship to the existing health care delivery system in the service area.*

36. In the space provided below, explain how the proposed new institutional health service will complement existing services, provide services for which there is a target population, provide an alternative to existing services, or provide services for which there is an unmet need. You may wish to list referral arrangements and working relationships with other providers.

 **NOTE:** If your explanation exceeds this blocked space, attach additional 8-½ by 11-inch pages, number the first sheet Page 31.1, the second Page 31.2 and so on. Do not alter the main page numbers of this application. Once printed, insert your additional pages 31.1, etc. behind this Page 31.


 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis of the relationship of your project to the health care delivery system into **APPENDIX K**. All documents such as tables, charts, and maps that you wish to use to analyze the relationship with the health care delivery system and that are able to be inserted or created in MS Word format should be inserted following this page according to instructions in the note above.

Axzon's team has extensive experience working with Medicaid, Medicare and private pay patients, and is well-versed in providing high quality care. The Applicant is committed to meeting the unmet needs of the proposed service areas. We will work closely with hospitals, rehabs, and other institutions to ensure safe patient discharge and provide a continuum of care for patients in need. Additionally, Axzon's will partner with community-based organizations to support their members' home health requirements. With years of experience in creating, nurturing, and expanding relationships with relevant medical institutions, Axzon's is dedicated to providing quality home health to those in need. We will use this experience to foster referral arrangements and working relationships with area medical institutions and other service providers. In short, Axzon's will complement existing home health services and provide an alternative to current offerings. Our commitment to providing quality care and fostering strong relationships with medical institutions and service providers sets them apart as a reliable and dedicated home health agency. In addition, the Applicant projects hiring more home health aides and personal care aides than typical applicants that demonstrate its commitment to providing high quality and cost effective care when large numbers of patients will not necessarily need physical therapists or higher cost home health services. Community Linkage Plan ---See Appendix K

**Rule 111-2-2-.09(1)(i): Efficient Utilization**

*The proposed new institutional health service encourages more efficient utilization of the health care facility proposing such service.*

37. State how your proposed project will enhance delivery of the services within your facility. Do not exceed the space provided for your response.

 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis of the effect your project on utilization into **APPENDIX L**.


Applicant's sister organization in New York has a proven track record of providing home health services in largely rural counties of upstate New York, which include rural areas comparable to those in Georgia's SSDR-8. Applicant's sister organization was awarded a Lead Financial Intermediary, a distinguished award under New York's Medicaid program, which shows that New York's Medicaid program recognizes applicant's sister organization's experience and expertise in providing high quality, cost-effective care to these vulnerable patient populations who receive care through the program. Applicant will bring that same experience and expertise to its operations in Georgia.

Because applicant can bring the resources and experience of a large organization to its operations in Georgia, it will generate efficiencies in utilization of services, the use of a single HIPAA compliant EHR system, and staff which would be duplicated if multiple organizations were providing the same services.

**Rule 111-2-2-.09(1)(j): Non-Resident Services**

*The proposed new institutional health service provides, or would provide a substantial portion of its services to individuals not residing in its defined service area or the adjacent service area.*

38. State how your proposed project provides or will provide a substantial portion of the proposed services to individuals not residing in the defined service area or the adjacent service area. Limit your response to the space provided. If this consideration is not applicable, so state.


 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you wish to use to demonstrate how your project conforms to this rule into **APPENDIX L**.

Not Applicable.

**Rule 111-2-2-.09(1)(k): Research Projects**

*The proposed new institutional health service conducts biomedical or behavioral research projects or a new service development, which is designed to meet a national, regional, or statewide need.*

- 39.** State how your proposed project includes research projects or develops new services that will meet a national, regional, or statewide need. Limit your response to the space provided. If not applicable, so state.


 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you wish to use to demonstrate how your project conforms with this rule on research projects into **APPENDIX L**.

Not applicable: Axzons will not conduct biomedical or behavioral research or represents a new service development designed to meet a national, regional, or statewide need.

**Rule 111-2-2-.09(1)(l): Assistance to Health Professional Programs**

*The proposed new institutional health service meets the clinical needs of health professional training programs.*

- 40.** State how your proposed project will meet the clinical needs of health professional programs, which request assistance. Limit your response to the space provided. If not applicable, so state.


 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis of how your project addresses the needs of health professional programs into **APPENDIX L**.

The applicant is committed to participating in field training students in the areas of home health services as requested and the students would be placed with an experienced staff person during their training period.

### Rule 111-2-2-.09(1)(m): Improvements and Innovation

*The proposed new institutional health service fosters improvements or innovations in the financing or delivery of health services; promotes health care quality assurance that can be documented with outcomes greater than those which are generally in keeping with accepted clinical guidelines, peer review programs and comparable state rates for similar populations; promotes cost effectiveness; or fosters improvements or innovations in the financing or delivery of health services; or fosters competition that is shown to result in lower patient costs without a significant deterioration in the quality of care;*

41. State how your proposed project fosters improvements or innovations in the financing or delivery of health services, promotes health care quality assurance or cost effectiveness, or fosters competition. Limit your response to the space provided.


 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize to demonstrate your projects compliance with this rule consideration into **APPENDIX L**.

The proposed Axzons home health agency is committed to holding regular Quality Assurance meetings in accordance with its policies and procedures. Axzons' state-of-the-art healthcare delivery systems will facilitate improvements and innovations in the seamless delivery of health services. These meetings will monitor and improve all aspects of agency operations, including financial, technical, and medical aspects. Axzons' goal is not only to adhere to accepted clinical guidelines but to exceed them in the care provided to patients. Additionally, Axzons will focus on reducing the rate of patient rehospitalization, which will contribute to cost-effectiveness and positively impact state health budgets. By prioritizing quality care and continuous improvement, Axzons is dedicated to providing the best possible healthcare services to its patients.

### Rule 111-2-2-.09(1)(n): Needs of HMOs

*The proposed new institutional health service fosters the special needs and circumstances of Health Maintenance Organizations.*

42. State how your proposed project fosters the special needs of HMOs. Limit your response to the space provided. If not applicable, so state.


 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis of the effect of your project on the needs of HMOs into **APPENDIX L**.

Axzons' team has extensive experience working with HMOs and is well-versed in complying with all HMO rules. They are committed to working with all HMOs to provide quality care to their members. During the COVID-19 pandemic, Axzons' sister company helped Managed Long Term Care plans in New York provide services to members who had not received home health services for months. This experience has given Axzons' team a deep understanding of the complications and issues that can arise when working with HMO members. Applicant is dedicated to fostering the special needs of HMOs. By prioritizing the needs of HMO members and complying with regulations, Axzons is committed to providing quality care to all individuals in need of home health services.

### Rule 111-2-2-.09(1)(o): Minimum Quality Standards

*The proposed new institutional health service meets the Department's minimum quality standards, including, but not limited to, standards relating to accreditation, minimum volumes, quality improvements, assurance practices, and utilization review procedures.*

- 43.** State how your proposed new institutional health service meets the department's minimum quality standards. Limit your response to the space provided. If not applicable, so state.


 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis into **APPENDIX L**.

The applicant, if approved, intends to obtain Medicare and Medicaid certification, along with Joint Commission accreditation like its sister organization. Applicant also intends to seek accreditation with the Community Health Accreditation Program, Inc. (CHAP), as is recommended for home health agencies in the service specific considerations. In addition, the applicant also maintains various policies and procedures to ensure it provides high quality, cost efficient care to all patients in need of service including the following: 1) Continuous Quality Improvement Program; 2) Admittance policy; 3) Consumer Rights Policy; 4) Charity Care and Indigent Care policy; 5) Cultural diversity policy; 6) Equal opportunity employment plans; 7) Provision of information policy; 8) Solicitation and Distribution policy; and 9) Annual & Quarterly Quality Improvement Evaluations to ensure all policies are being followed and identify areas of policy improvement across the whole agency.

### Rule 111-2-2-.09(1)(p): Necessary Resources

*The proposed new institutional health service can obtain the necessary resources, including health care management personnel.*

- 44.** State how your proposed new institutional health service meets the department's requirement to be able to obtain the necessary resources. Limit your response to the space provided. If not applicable, so state.

 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis into **APPENDIX L**.


Axzens is well-equipped with the necessary resources, including personnel, to begin operations. Axzens has already hired an Administrator, Nurse, Social Worker, and a few caregivers in preparation for receiving State approval. Office staff is also available to begin providing services. In addition to personnel, Axzens has access to necessary software systems, a payroll provider, training resources, and marketing materials. With these resources in place, Axzens is ready to hit the ground running and provide quality home health services to those in need. Their commitment to being fully prepared and equipped demonstrates their dedication to providing reliable and efficient services to their patients.



### Rule 111-2-2-.09(1)(q): Underrepresented Health Service

*The proposed new institutional health service is an underrepresented health service, as determined annually by the Department. The Department shall, by rule, provide for an advantage to equally qualified applicants that agree to provide an underrepresented service in addition to the services for which the application was originally submitted.*

- 45.** State how your proposed new institutional health service meets the department's requirement regarding provision of an underrepresented health service. Limit your response to the space provided. If not applicable, so state.

 Attach any documentation, such as magazine articles, research papers, or any other document that cannot be reproduced or created in MS Word format and that you utilize in your analysis into **APPENDIX L**.

Not applicable.

### Rule 111-2-2-.09(2): Destination Cancer Hospital

- 46.** State how your proposed new institutional health service meets the department's requirements for a destination cancer hospital under the rule cited above. Include your response in **Appendix L**.

### Rule 111-2-2-.09(4): Basic Perinatal Services

- 47.** State how your proposed new institutional health service meets the department's requirements for Basic Perinatal Services under the rule cited above. Include your response in **Appendix L**.

## Section 4: Service-Specific Review Considerations

48. The following table documents the service-specific review considerations currently utilized by the Department.

- a) Carefully review this table and place a checkmark in the box provided for any and all service-specific review considerations that apply to your project.

SERVICE-SPECIFIC CONSIDERATIONS				
	Service	Rule Number	Check if Applicable & Included	Appendix Letter See instructions at (d) on next page
ACUTE CARE	Short Stay General Hospital Services	111-2-2-.20	<input type="checkbox"/>	
	Adult Cardiac Catheterization Services	111-2-2-.21	<input type="checkbox"/>	
	Open Heart Surgical Services	111-2-2-.22	<input type="checkbox"/>	
	Pediatric Cardiac Catheterization and Open Heart Services	111-2-2-.23	<input type="checkbox"/>	
	Perinatal Services	111-2-2-.24	<input type="checkbox"/>	
	Freestanding Birthing Center Services	111-2-2-.25	<input type="checkbox"/>	
	Psychiatric and Substance Abuse Inpatient Services	111-2-2-.26	<input type="checkbox"/>	
LONG-TERM CARE	Skilled Nursing and Intermediate Care Facility Services	111-2-2-.30	<input type="checkbox"/>	
	Personal Care Home Services	111-2-2-.31	<input type="checkbox"/>	
	Home Health Services	111-2-2-.32	<input checked="" type="checkbox"/>	
	Life Plan Community Sheltered Nursing Facilities	111-2-2-.33	<input type="checkbox"/>	
	Traumatic Brain Injury Services	111-2-2-.34	<input type="checkbox"/>	
	Comprehensive Inpatient Physical Rehabilitation Services	111-2-2-.35	<input type="checkbox"/>	
OTHER	Ambulatory Surgical Services	111-2-2-.40	<input type="checkbox"/>	
	Positron Emission Tomography Services	111-2-2-.41	<input type="checkbox"/>	
	MegaVoltage Radiation Therapy Services/Units	111-2-2-.42	<input type="checkbox"/>	

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### 111-2-2-.32 Specific Rule Considerations for Home Health Services

- (1) **Applicability.** A Certificate of Need for a home health agency will be required prior to the establishment of a new home health agency or the expansion of the geographic service area of an existing home health agency unless such expansion is a result of a non-reviewable acquisition of another existing home health agency.
- (2) **Definitions.**
- (a) "Home health agency" means a public agency or private organization, or subdivision of such an agency or organization, which is primarily engaged in providing to individuals who are under a written plan of care of a physician, on a visiting basis in the place of residence used as such individual's home, part-time or intermittent nursing care provided by or under the supervision of a registered professional nurse, and one or more of the following services: physical therapy, occupational therapy, speech therapy, medical social services under the direction of a physician, or part-time or intermittent services of a home health aide.
  - (b) "Horizon year" means the last year of the three-year projection period for need determinations for a new or expanded home health agency.
  - (c) "Geographic service area" means a grouping of specific counties within a planning area for which the home health agency is authorized to provide services to individuals residing in the specific counties pursuant to an existing or future certificate of need. For purposes of establishing a service area for a new home health agency, the geographic service area shall consist of any individual county or combination of contiguous counties which have an unmet need as determined through the numerical need formula or the exception. For purposes of an expansion of an existing agency, the geographic service area shall consist of an individual county or any combination of counties which have an unmet need and which are within any planning area in which the home health agency already provides service; however, in no case may an existing home health agency apply to provide services outside the health planning areas in which its current geographic service area is located.
  - (d) "Nursing care" means such services provided by or under the supervision of a licensed registered professional nurse in accordance with a written plan of medical care by a physician. Such services shall be provided in accordance with the scope of nursing practice laws and associated Rules.
  - (e) "Planning area" for all home agencies means the geographic regions in Georgia defined in the State Health Plan or Component Plan.

**(3) Standards.**

(a) The need for a new or expanded home health agency shall be determined through application of a numerical need method and an assessment of the projected number of patients to be served by existing agencies.

1. The numerical need for a new or expanded home health agency in any planning area in the horizon year shall be based on the estimated number of annual home health patients within each health planning area as determined by a population-based formula which is a sum of the following for each county within the health planning area:

- (i) a ratio of 4 patients per 1,000 projected horizon year Resident population age 17 or younger;
- (ii) a ratio of 5 patients per 1,000 projected horizon year Resident population age 18 through 64;
- (iii) a ratio of 45 patients per 1,000 projected horizon year Resident population age 65 through 79; and
- (iv) a ratio of 185 patients per 1,000 projected horizon year Resident population age 80 and older.

2. The net numerical unmet need for home health services shall be determined by subtracting the projected number of patients for the current calendar year from the projected need for services as calculated in (3)(a)1. The projected number of patients for the current calendar year is determined by multiplying the number of patients having received services in each county, as reported in the most recent survey year, by the county population change factor. The county population change factor is the percent change in total population between the most recent survey year and the current calendar year.

(b) 1. The Division shall accept applications for review as enumerated below:

- (i) If the net numerical unmet need in a given planning area is 250 patients or more, the Division shall authorize the submission of applications for an expanded home health agency; or
- (ii) If the net numerical unmet need in a given planning area is 500 patients or more, the Division shall authorize the submission of applications for a new home health agency as well as an expanded home health agency.

2. An applicant must propose to provide service only within a county or group of counties, each of which reflects a numerical unmet need, and contained within the given planning area for which the Division has authorized the submission of applications.

3. The Department shall only approve applications in which the applicant has applied to serve all of the unmet numerical need in any one county in which need

is projected. The need within counties shall not be divided or shared between any two or more applicants.

**RESPONSE:** The Office of Health Planning (“OHP”) has identified an unmet need of 600 within SSDR-8 in the following counties: Chattahoochee, Randolph, Clay, Schley, Dooly, Stewart, Harris, Sumter, Macon, Talbot, Marion, Taylor, Quitman, and Webster, authorizing OHP to review the submission of new applications to provide home health services. Axzons proposes to offer new home health services in each identified county to all patients.

(c) The Division may authorize an exception to 111-2-2-.32(3)(a) if:

1. The applicant for a new or expanded home health agency can show that there is limited access in the proposed geographic service area for special groups such as, but not limited to, medically fragile children, newborns and their mothers, and HIV/AIDS patients. For purposes of this exception, an applicant shall be required to document, using population, service, special needs and/or disease incidence rates, a projected need for services in the planning area of at least 200 patients within a defined geographic service area. A successful applicant applying under this section will be restricted to serving the special group or groups identified in the application within the county or counties stipulated in the application; or

2. A particular county is served by no more than two (2) home health agencies and either of the following conditions exists:

- (1) less than one percent of the county’s population has received home health service, or

- (2) one of the two home health agencies has demonstrated a failure to adequately serve Medicaid patients as evidenced by a level of service to such individuals that is less than the statewide average within each of the past two years as reported on the Annual Home Health Services survey. For purposes of this exception, “served by” shall mean the agency(ies) are licensed to serve the county by the Healthcare Facility Regulation Division of the Georgia Department of Community Health.

**RESPONSE:** Not applicable. Axzons is not seeking approval pursuant to an exception as OHP has determined there is an unmet need for home health services in the identified counties of Chattahoochee, Randolph, Clay, Schley, Dooly, Stewart, Harris, Sumter, Macon, Talbot, Marion, Taylor, Quitman, and Webster in SSDR-8.

(d) An applicant for a new or expanded home health agency shall provide a community linkage plan which demonstrates factors such as, but not limited to, referral arrangements with appropriate services of the healthcare system and working agreements with other related community services assuring continuity of care focusing

on coordinated, integrated systems which promote continuity rather than acute, episodic care. Working agreements with other related community services may include the ability to streamline referrals to other appropriate services and to participate in the development of cross-continuum care plans with other providers.

**RESPONSE:** Axzons' sister organization has a long established history of providing services in forty seven (47) New York counties and has maintained substantial relationships with partners in those counties to ensure high quality care and continuity of care to its patients. Axzons is implementing similar plans to establish relationships within the communities where it proposes to provide services. See Community Linkage Plan attached in **Appendix N**.

(e) An applicant for a new or expanded home health agency shall provide a written statement of its intent to comply with all appropriate licensure requirements and operational procedures required by the Healthcare Facility Regulation Division of the Georgia Department of Community Health.

**RESPONSE:** As a proposed new home health service in Georgia, Axzons shall comply with all appropriate licensure in the state of Georgia and will appropriate licensure with the Healthcare Facility Regulation Division.

(f) An applicant for a new or expanded home health agency or agency(ies) owned and/or operated by the applicant or its parent organization shall have no history of uncorrected or repeated conditional level violations or uncorrected standard deficiencies as identified by licensure inspections or equivalent deficiencies as noted from Medicare or Medicaid audits.

**RESPONSE:** Axzons' sister organization has serviced Medicare and Medicaid patients in the state of New York and was selected as a Lead Fiscal Intermediary for the New York Department of Health to provide services to New York's Medicaid beneficiaries in forty seven (47) New York counties. While the Applicant is a new entity expanding into Georgia, its sister organization has no history of conditional level violations or uncorrected standard deficiencies in this provision of services to Medicare and Medicaid patients.

(g) An applicant for a new or expanded home health agency or agency(ies) owned and/or operated by the applicant or its parent organization shall have no previous conviction of Medicaid or Medicare fraud.

**RESPONSE:** Axzons and its affiliates have no previous conviction of Medicaid or Medicare fraud.

(h) An applicant for a new or expanded home health agency shall provide a written plan which demonstrates the intent and ability to recruit, hire and retain the appropriate numbers of qualified personnel to meet the requirements of the services proposed to

be provided and that such personnel are available in the proposed geographic service area.

**RESPONSE:** Axzons maintains a robust roster of providers and support personnel to ensure quality and continuity of care for its home health patients. Axzons will bring its substantial operational resources and experience to implement plans to maintain appropriate staff and healthcare providers to provide 24-7 care to its patients in the proposed service area. See Human Resource Plan and Cultural Diversity Policy, both attached in Appendix N.

- (i) An applicant for a new home health agency shall provide evidence of the intent to meet the appropriate accreditation requirements of The Joint Commission (TJC), the Community Health Accreditation Program, Inc. (CHAP), and/or other appropriate accrediting agencies.

**RESPONSE:** Axzons' sister organization is currently accredited by The Joint Commission and if the project is approved, the Applicant intends to seek accreditation from the Community Health Accreditation Program, Inc. (CHAP) or similar accrediting agencies.

- (j) An applicant for an expanded home health agency shall provide documentation that they are fully accredited by The Joint Commission (TJC), the Community Health Accreditation Program, Inc. (CHAP), and/or other appropriate accrediting agency.

**RESPONSE:** Not applicable, as Applicant is a new home health agency.

- (k) An applicant for a new or expanded home health agency shall provide its existing or proposed plan for a comprehensive quality improvement program.

**RESPONSE:** Axzons maintains a Continuous Quality Improvement program to ensure Axzons providers have the necessary skills, training, and continuing education to always improve and provide high quality care to patients. See Continuous Quality Improvement Policy attached in **Appendix N**.

- (l) An applicant for a new or expanded home health agency shall assure access to services to individuals unable to pay and to all individuals regardless of payment source or circumstances by:
1. providing evidence of written administrative policies that prohibit the exclusion of services to any patient on the basis of age, disability, gender, race, or ability to pay;
  2. providing a written commitment that services for indigent and charity patients will be offered at a standard which meets or exceeds one percent of annual, adjusted gross revenues for the home health agency or, in the case of an applicant providing

other health services, the applicant may request that the Division allow the commitment for services to indigent and charity patients to be applied to the entire facility;

**RESPONSE:** Axzons provides care to its patients regardless of age, disability, gender, race, or ability to pay. Axzons has long provided substantial care through New York's Medicaid and Medicare programs and is committed to an indigent and charity care policy of one percent (1%). See Indigent Charity Care Policy and Client/Consumer Rights Policy **Appendix N.**

3. providing documentation of the demonstrated performance of the applicant, and any facility in Georgia owned or operated by the applicant's parent organization, of providing services to Medicare, Medicaid, and indigent and charity patients;

**RESPONSE:** As a new home health service in Georgia, Axzons does not currently have any other Georgia owned facilities providing services to Georgia patients. However, Axzons' sister organization provides Medicaid and Medicare services as well as indigent and charity care to its New York patients and commits to providing appropriate documentation evidencing its meeting this requirement with its Georgia operations as required following its approval.

4. providing a written commitment to participate in the Medicare, Medicaid and PeachCare for Kids programs; and

**RESPONSE:** Axzons commits to participating in Georgia's Medicare, Medicaid and PeachCare for Kids programs and to provide high quality care to patients of those programs just as it's sister organization does for New York Medicare and Medicaid patients with its current operations.

5. providing a written commitment to participate in any other state health benefits insurance programs for which the home health service is eligible.

**RESPONSE:** Axzons commits to participate in other Georgia state health benefits insurance programs for which home health service is an eligible benefit.

- (m) An applicant for a new or expanded home health agency shall demonstrate that their proposed charges compare favorably with the charges of existing home health agencies in the same geographic service area.

**RESPONSE:** Axzons has researched other similar home health services in the service area and proposes to offer its services at or below the rates of other home health agencies in the service area. consistent with those of other home health services. See Table titled: Financial Average Charges Per Agency Visit in **Appendix N.**




- (n) An applicant for a new or expanded home health agency shall document an agreement to provide Division requested information and statistical data related to the operation and provision of home health services and to report that data to the Division in the time frame and format requested by the Department.

**RESPONSE:** Axzons commits to providing the necessary home health services information and statistical data to the Department as required.

- (o) The department may authorize an existing home health agency to transfer one county or several counties to another existing home health agency without either agency being required to apply for a new or expanded Certificate of Need, provided the following conditions are met:

1. The two agencies agree to the transfer and submit such agreement and a joint request to transfer in writing to the department at least thirty (30) days prior to the proposed effective date of the transfer;
2. The two agencies document within the written request that the transfer would result in increased and improved services for the residents of the county or counties including Medicare and Medicaid patients;
3. The agency to which the county or counties are being transferred currently offers services in at least one contiguous county or within the health planning area(s) in which county or counties are located; and
4. The two agencies are in compliance with all other requirements of these Rules; such compliance to be evaluated with the written transfer request. No such transfer shall become effective without written approval from the department.

**RESPONSE:** Not applicable. Axzons is proposing to provide new home health services and is not seeking a transfer from one or multiple counties to another.

- b) After reviewing the table above and indicating the applicable considerations by placing a check mark in the appropriate rows, obtain a copy of each set of service-specific review considerations that apply to this Certificate of Need application and project. These considerations are available on the Department's website at [www.dch.georgia.gov](http://www.dch.georgia.gov).
- c) After obtaining the service-specific review considerations, the Applicant should document the project's compliance with each of the applicable rule standards. Attach the applicable considerations to this document. Number the pages of your service-specific considerations starting at Page 38.1, 38.2, etc. and insert them once printed behind this Page 38. If more than one set of service-specific considerations is applicable to your project include them behind this Page starting at Page 38.1 in the order that the considerations appear in the table above. Clearly label each new set of service-specific considerations at the top of page.
- d)  Attach all substantiating documents and supplemental information required by a set of service-specific review considerations in **APPENDIX N**. If addressing more than one set of service-specific considerations place the substantiating documents in response to the first set of service-specific considerations in **APPENDIX N**, documents relating to the second set in **APPENDIX O**, and so forth until each applicable set of service-specific considerations has its own appendix for substantiating documents and supplemental information. Enter the corresponding letter in the Appendix Letter column in the table on the previous page. Within each Appendix, place the documents and supplemental information in the order in which such items are asked for in the applicable service-specific review standards.

**NOTE:** The Appendices described in (d) above should only be utilized for substantiating documents and supplemental information required by the service-specific review considerations that cannot be reproduced or created as an MS Word document, e.g. QA Policies, Referral Agreements, etc. All documents such as tables, charts, and maps that you wish to use to utilize in your analysis of particular service-specific review considerations that are able to be inserted or created in MS Word format should be inserted following this page according to instructions in (c) above.

**THE REMAINDER OF THIS PAGE LEFT BLANK.**

## CERTIFICATION OF APPLICANT

By signing below,

- a) I hereby certify that the contained statements and all addenda, appendices, or attachments hereto are true and complete to the best of my knowledge and belief and that I possess the authority to submit this application and bind the Applicant to promises made herein;
- b) I understand that a representative of the Office of Health Planning may make a direct request of me for additional information in order to deem this application complete;
- c) I further understand that if awarded a Certificate of Need, information must be provided to the Office of Health Planning regarding the progress, scope, and costs associated with the project. Consequently, I agree and certify that the Applicant will submit progress reports as required by Rule 111-2-2-.04(2), which specifies the frequency and the content of the progress reports. I understand that failure to comply with these reporting requirements may result in penalties, up to and including revocation of the Certificate of Need;
- d) I further understand that if issued a Certificate of Need, the Applicant is bound to any representations that have been made within this application and any and all supplemental information; and
- e) I certify that the Applicant will accept a condition or conditions on the award of a Certificate of Need based upon any representation of intent contained herein.

APPLICANT CERTIFICATION	
Signature of Authorized Signatory (BLUE INK ONLY): 	
Name: Sandeep Kalra	
Title: Chief Executive Officer	Date: 5/30/2023

## **APPENDIX A**

- 1. Proof of Submission to the County Commission**
- 2. Notice of Compliance for Survey and Indigent  
and Charity Care Commitment Requirements**



Brian P. Kemp, Governor

Caylee Noggle, Commissioner

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

VIA EMAIL

To: Sandeep Kalra, Chief Executive Officer  
Axzons Homecare Ltd.  
3715 Northside Pkwy NW, Building 100, Suite 500  
Atlanta, GA 30327  
skalra@axzonshomecare.com

**NOTICE OF COMPLIANCE FOR  
SURVEY AND INDIGENT AND CHARITY CARE  
COMMITMENT REQUIREMENTS**

As of the date below, the following proposed applicant or organization **HAS MET** the requirements for submission and completeness of all surveys and has fulfilled active indigent and charity care commitments or other required data appropriate to the filing of the Certificate of Need Project described below and pursuant to DCH Rules 111-2-2-.06(5)(b)4 and 111-2-2-.06(5)(b)10:

Applicant or Organization: ***Axzons Homecare Ltd.***  
Letter of Intent Number: ***LOI2023-026***  
Project Description: ***Establishment of Home Health Services –  
SSDR 8***

***Note: An individual Notice of Compliance must be included in each application filed for the current batching cycle. Applications must be filed no later than 12:00 P.M. on Tuesday May 30, 2023.***

Certified By:

Karesha B. Laing,  
Interim Executive Director,  
Office of Health Planning

Date Certified: **May 15, 2023**



May 30, 2023

**VIA EMAIL:**

[\(davis.sandra@columbusga.org\)](mailto:davis.sandra@columbusga.org)

Sandra T. Davis  
Clerk of Council  
Board of Commissioners  
P.O. Box 1340  
Columbus, GA 31901

RE: Certificate of Need Application: Axzons Homecare Ltd.  
Home Health Agency, Spring 2023 Batching Cycle, SDDR #8  
Columbus, Muscogee County, Georgia

Dear Ms. Davis,

Enclosed please find a copy of Certificate of Need application filed by Axzons Homecare Ltd. which proposes to develop offer home health services in SDDR 8, including Chattahoochi, Randolph, Clay, Dooly, Harris, Macon, Marion, Quitman, Schley, Stewart, Sumter, Talbot, Taylor and Webster Counties. This copy is being filed pursuant to State Certificate of Need regulations, which require that a copy of such an application be filed with the office of the County Commission in the county in which the Certificate of Need project is proposed.

Should you have any questions, please feel free to call me at (404) 806-5575.

Sincerely,

**SOUTHERN HEALTH LAWYERS, LLC**

Jeffrey Mustari

Enclosure

3 Alliance Center  
3550 Lenox Road NE, Suite 2100  
Atlanta, Georgia 30326  
Phone: (404) 806-5575  
Fax: (866) 871-2238

E-Mail: [jmustari@southernhealthlawyers.com](mailto:jmustari@southernhealthlawyers.com)  
Web: [www.southernhealthlawyers.com](http://www.southernhealthlawyers.com)

## **APPENDIX B**

Permits and Licenses

Not Applicable

**APPENDIX C**  
**ORGANIZATIONAL STRUCTURE**

1. Name of Each Officer and Director
2. Articles of Incorporation
3. Certificate of Existence
4. Bylaws
5. Organizational Chart



**APPENDIX C**  
**ORGANIZATIONAL STRUCTURE**

Name of Each Officer and Director

<b>APPENDIX C – 1</b>
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<b>AXZONS HOMECARE LTD.</b>		
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Officer Name	Title	Address
Sandeep Kalra	President	3715 Northside Parkway, NW Building 100 Suite 500 Atlanta, Georgia 30327
John M. Chacko, MD	Clinical Director	3715 Northside Parkway, NW Building 100 Suite 500 Atlanta, Georgia 30327
Vidhu Saini	Secretary	3715 Northside Parkway, NW Building 100 Suite 500 Atlanta, Georgia 30327

## **APPENDIX C**

### **ORGANIZATIONAL STRUCTURE**

#### **2. Articles of Organization**

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFIED COPY

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed with the Corporations Division of the Office of the Secretary of State of Georgia under the name of

**Axzon's Homecare Ltd.**  
a Domestic Profit Corporation

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.

Docket Number : 25205052  
Date Inc/Auth/Filed: 09/19/2022  
Jurisdiction : Georgia  
Print Date : 05/23/2023  
Form Number : 215



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**Axzon's Homecare Ltd.**  
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **09/19/2022** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **09/28/2022**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**ARTICLES OF INCORPORATION**

\*Electronically Filed\*

Secretary of State

Filing Date: 9/19/2022 12:47:52 PM

**BUSINESS INFORMATION**

<b>CONTROL NUMBER</b>	22205111
<b>BUSINESS NAME</b>	Axzon's Homecare Ltd.
<b>BUSINESS TYPE</b>	Domestic Profit Corporation
<b>EFFECTIVE DATE</b>	09/19/2022
<b>SHARES</b>	100

**PRINCIPAL OFFICE ADDRESS**

<b>ADDRESS</b>	70 E Sunrise Highway, Ste # 500, Valley Stream, NY, 11581, USA
----------------	--

**REGISTERED AGENT**

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
JOHN M CHACKO	2700 PINETREE RD, NE, UNIT # 1112, ATLANTA, GA, 30324, USA	Fulton

**INCORPORATOR(S)**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
Sandeep Kalra	INCORPORATOR	70 E Sunrise Highway, Suite # 500, Valley Stream, NY, 11581, USA

**OPTIONAL PROVISIONS**

Home Care, Hospice, Pharmacy, Dispensary

**AUTHORIZER INFORMATION**

<b>AUTHORIZER SIGNATURE</b>	Sandeep Kalra
<b>AUTHORIZER TITLE</b>	Incorporator

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### Annual Registration

\*Electronically Filed\*

Secretary of State

Filing Date: 01/05/2023 22:30:15

#### BUSINESS INFORMATION

**BUSINESS NAME** : Axzons Homecare Ltd.  
**CONTROL NUMBER** : 22205111  
**BUSINESS TYPE** : Domestic Profit Corporation  
**ANNUAL REGISTRATION PERIOD** : 2023

#### BUSINESS INFORMATION CURRENTLY ON FILE

**PRINCIPAL OFFICE ADDRESS** : 70 E Sunrise Highway, Ste # 500, Valley Stream, NY, 11581, USA  
**REGISTERED AGENT NAME** : JOHN M CHACKO  
**REGISTERED OFFICE ADDRESS** : 2700 PINETREE RD, NE, UNIT # 1112, ATLANTA, GA, 30324, USA  
**REGISTERED OFFICE COUNTY** : Fulton

#### UPDATES TO ABOVE BUSINESS INFORMATION

**PRINCIPAL OFFICE ADDRESS** : 70 E Sunrise Highway, Ste # 500, Valley Stream, NY, 11581, USA  
**REGISTERED AGENT NAME** : JOHN M CHACKO  
**REGISTERED OFFICE ADDRESS** : 2700 PINETREE RD, NE, UNIT # 1112, ATLANTA, GA, 30324, USA  
**REGISTERED OFFICE COUNTY** : Fulton

OFFICER	TITLE	ADDRESS
SANDEEP KALRA	Secretary	70 E SUNRISE HIGHWAY, STE 500, VALLEY STREAM, NY, 11580, USA
SANDEEP KALRA	CEO	70 E SUNRISE HIGHWAY, STE 500, VALLEY STREAM, NY, 11580, USA
SANDEEP KALRA	CFO	70 E SUNRISE HIGHWAY STE 500, VALLEY STREAM, NY, 11580, USA

#### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** : SANDEEP KALRA  
**AUTHORIZER TITLE** : Officer

**APPENDIX C**  
**ORGANIZATIONAL STRUCTURE**

3. Certificate of Existence



# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**Axzon's Homecare Ltd.**  
a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 25202230  
Date Inc/Auth/Filed: 09/19/2022  
Jurisdiction : Georgia  
Print Date : 05/22/2023  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**APPENDIX C**  
**ORGANIZATIONAL STRUCTURE**

4. Corporate Bylaws

CORPORATE BYLAWS OF  
**AXZONS HOMECARE LTD.**  
INCORPORATED IN THE STATE OF GEORGIA

**ARTICLE I – CORPORATE AUTHORITY**

Section 1. *Incorporation:* **Axzens Homecare LTD.**, (the “Corporation”) is a duly organized corporation authorized to do business in the State of

Pennsylvania by the filing of Articles of [Organization]  
[Incorporation] on September 19<sup>th</sup>, 2022

Section 2. *State law:* The Corporation is organized under **Title 14 of the Georgia Code** and except as otherwise provided herein, the Statutes shall apply to the governance of the Corporation

**ARTICLE II - OFFICES**

Section 1. *Registered Office and Registered Agent:* The registered office of the Corporation in the State of Georgia, shall be 2700 PINE TREE RD, NE, UNIT # 1112, ATLANTA, GA 30324, The registered agent of the Corporation shall be John M Chacko.

Section 2. *Other Offices:* The Corporation may also have offices at such other places, both within and without the State of Georgia, as the Board of Directors may from time to time determine or the business of the Corporation may require.

**ARTICLE III – MEETINGS OF SHAREHOLDERS**

Section 1. *Place of Meetings:* Meetings of shareholders shall be held at the principal office of the Corporation or at such place as may be determined from time to time by the Board of Directors of the Corporation.

Section 2. *Annual Meetings:* Each year, the Corporation shall hold an annual meeting of shareholders on such date and at such time as shall be determined from time to time by the Board of Directors, at which meeting shareholders shall elect a Board of Directors and transact any other business as may properly be brought before the meeting.



Section 3. *Special Meetings*: Special meetings of the shareholders, for any purpose or purposes, may be called at any time by the President of the Corporation, or the Board of Directors, or shareholders holding at least ten percent (10%) of the issued and outstanding voting stock of the Corporation. Business transacted at any special meeting shall be confined to the purpose or purposes set forth in the notice of the special meeting.

Section 4. *Notice of Meetings*: Whenever shareholders are required to be permitted to take any action at a meeting, a written notice of the meeting shall be provided to each shareholder of record entitled to vote at or entitled to notice of the meeting, which shall state the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting.

Section 5. *Quorum at Meetings*: Shareholders may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by law, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Once a share is represented for a purpose at a meeting (other than solely to object to the holding of the meeting), it is deemed present for quorum purposes for the remainder of the meeting and the shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of sufficient shareholders to leave less than a quorum. The holders of a majority of the outstanding shares represented at a meeting, whether or not a quorum is present, may adjourn the meeting from time to time.

Section 6. *Proxies*: Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to vote for him or her by proxy, but no such proxy shall be voted or acted upon after one year from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Except as otherwise provided herein or by law, every proxy is revocable at the pleasure of the shareholder executing it by communicating such revocation, in writing, to the Secretary of the Corporation.

Section 7. *Voting at Meetings*: If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election (provided a quorum exists). Unless otherwise provided by law or in the Corporation's Articles of Incorporation, and subject to other provisions of these Bylaws, each shareholder



shall be entitled to one vote on each matter, in person or by proxy, for each share of the Corporation's capital stock that has voting power and that is held by such shareholder. Voting need not be by written ballot.

**Section 8. *List of Shareholders:*** The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before any meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged alphabetically, and showing the address of each shareholder and the number of shares held by each shareholder. The list shall be open to the examination of any shareholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days before the meeting, either at a place in the city where the meeting is to be held, which place must be specified in the notice of the meeting, or at the place where the meeting is to be held. The list shall also be produced and kept available at the time and place of the meeting, for the entire duration of the meeting, and may be inspected by any shareholder present at the meeting.

**Section 9. *Consent in Lieu of Meetings:*** Any action required to be taken or which may be taken at any meeting of shareholders, whether annual or special, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed and dated by the shareholders entitled to take action without a meeting, and delivered to the Corporation at its registered office or to the officer having charge of the Corporation's minute book.

No consent shall be effective to take the corporate action referred to in the consent unless the number of consents required to take action are delivered to the Corporation or to the officer having charge of its minute book within sixty days of the delivery of the earliest-dated consent.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous vote shall be given to those shareholders who have not consented in writing.

**Section 10. *Conference Call:*** One or more shareholders may participate in a meeting of shareholders by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.



Section 11. *Annual Statement*: The President and the Board of Directors shall present at each annual meeting a full and complete statement of the business and affairs of the corporation for the preceding year.

## ARTICLE IV – DIRECTORS

Section 1. *Powers of Directors*: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all lawful acts and things, subject to any limitations set forth in these Bylaws or the Articles of Incorporation for the corporation

Section 2. *Number, Qualification and Election*: The number of directors shall be set at   2  . Each director shall be at least 18 years of age. The directors need not be residents of the state of incorporation. The directors shall be elected by the shareholders at the annual meeting of shareholders by the vote of shareholders holding of record in the aggregate at least a plurality of the shares of stock of the Corporation present in person or by proxy and entitled to vote at the annual meeting of shareholders. Each director shall be elected for a term of   4   year(s), and until his or her successor shall be elected and shall qualify or until his or her earlier resignation or removal.

Section 3. *Nomination of Directors*: The Board of Directors shall nominate candidates to stand for election as directors; and other candidates may also be nominated by any shareholder of the Corporation, provided such nomination is submitted in writing to the Corporation's Secretary no later than 30 days prior to the meeting of shareholders at which such directors are to be elected, together with the identity of the nominator and the number of shares of the stock of the Corporation owned by the nominator.

Section 4. *Vacancies*: Except as otherwise provided by law, any vacancy in the Board of Directors occurring by reason of an increase in the authorized number of directors or by reason of the death, withdrawal, removal, disqualification, inability to act, or resignation of a director shall be filled by the majority of directors then in office. The successor shall serve the unexpired portion of the term of his or her predecessor. Any director may resign at any time by giving written notice to the Board or the Secretary.

Section 5. *Meetings*:

- a. Regular Meetings: Regular meetings of the Board of Directors shall be held at least   1   times per year without notice and at such time and place as determined by the Board.
- b. Special Meetings: Special meetings of the Board may be called by the Chairperson or the President on two days' notice to each



director, either personally or by telephone, express delivery service, email, or facsimile transmission, and on four days' notice by mail (effective upon deposit of such notice in the mail). The notice need not specify the purpose of a special meeting.

**Section 6. *Quorum and Voting at Meetings:*** A majority of the total number of authorized directors shall constitute a quorum for transaction of business. The act of a majority of directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as provided by law, the Articles of Incorporation, or these Bylaws. Each director present shall have one vote, irrespective of the number of shares of stock, if any, he or she may hold.

**Section 7. *Committees of Directors.*** The Board of Directors, by resolution, may create one or more committees, each consisting of one or more Directors. Each such committee shall serve at the pleasure of the Board. All provisions under the Statutes and these Bylaws relating to meetings, action without meetings, notice, and waiver of notice, quorum, and voting requirements of the Board of Directors shall apply to such committees and their members.

**Section 8. *Consent in Lieu of Meetings:*** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting of all members of the Board or committee, as the case may be, consent thereto in writing, such writing or writings to be filed with the minutes or proceedings of the Board or committee.

**Section 9. *Conference Call:*** One or more directors may participate in meetings of the Board or a committee of the Board by any communication, including videoconference, by means of which all participating directors can simultaneously hear each other during the meeting. Participation in this manner shall constitute presence in person at such meeting.

**Section 10. *Compensation:*** The Board of Directors shall have the authority to fix the compensation of Directors. A fixed sum and expenses of attendance may be allowed for attendance at each regular or special meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

**Section 11. *Removal of Directors:*** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

## **ARTICLE V -- OFFICERS**

**Section 1. *Positions:*** The officers of the Corporation shall be a Chairperson, a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time appoint, including one or more Vice Presidents and such



other officers as it deems advisable. Each such officer shall exercise such powers and perform such duties as shall be set forth herein and such other powers and duties as may be specified from time to time by the Board of Directors. The officers of the Corporation shall be elected by the Board of Directors. Each of the Chairperson, President, and/or any Vice Presidents may execute bonds, mortgages, and other documents under the seal of the Corporation, except where required or permitted by law to be otherwise executed and except where execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

Section 2. *Chairperson*: The Chairperson shall have overall responsibility and authority for management and operations of the Corporation, shall preside at all meetings of the Board of Directors and shareholders, and shall ensure that all orders and resolutions of the Board of Directors and shareholders are implemented.

Section 3. *President*: The President shall be the chief operating officer of the Corporation and shall have full responsibility and authority for management of the day-to-day operations of the Corporation. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management and supervision usually vested in the office of president of a corporation.

Section 4. *Secretary*: The Secretary shall attend all meetings of the Board and all meetings of the shareholders and shall act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision the Secretary shall be. The Secretary shall maintain the records, minutes, and seal of the Corporation and may attest any instruments signed by any other officer of the Corporation.

Section 5. *Treasurer*: The Treasurer shall be the chief financial officer of the Corporation, shall have responsibility for the custody of the corporate funds and securities, shall keep full and accurate records and accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the monies of the Corporation in a separate account in the name of the Corporation. The Treasurer shall provide to the President and directors, at the regular meetings of the Board, or whenever requested by the Board, an account of all financial transactions and of the financial condition of the Corporation.

Section 6. *Term of Office*: The officers of the Corporation shall hold office until their successors are chosen and have qualified or until their earlier resignation or removal. Any officer or agent elected or appointed by the Board may be



removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office as a result of death, resignation, removal, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Section 7. *Compensation*: The compensation of officers of the Corporation shall be fixed by the Board of Directors.

## ARTICLE VI – CAPITAL STOCK

Section 1. *Stock Certificates*: The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and, upon request, every holder of uncertificated shares, shall be entitled to have a certificate signed in the name of the Corporation, by the Chairperson, president or any Vice President, and by the Treasurer or Secretary. Any or all of the signatures on the certificate may be by facsimile. The stock certificates of the Corporation shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued and shall bear the corporate seal.

Section 2. *Lost Certificates*: The Corporation may issue a new certificate of stock in place of any certificate theretofor issued and alleged to have been lost, stolen, or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his or her legal representative, to make an affidavit of that fact, and the Corporation may require indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Section 3. *Transfers*: Transfers of shares shall be made on the books of the Corporation upon surrender and cancellation of the certificates therefore, endorsed by the person named in the certificate or by his or her legal representative. No transfer shall be made which is inconsistent with any provision of law, the Articles of Incorporation for the Corporation, or these Bylaws.

Section 4. *Record Date*: In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof, or to take action without a meeting, or to receive payment of any dividend or other distribution, or to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is



adopted by the Board of Directors and shall not be less than ten nor more than fifty days before the meeting or action requiring a determination of shareholders.

If no record date is fixed by the Board of Directors:

- a. for determining shareholders entitled to notice of or to vote at a meeting, the record date shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held or other action taken;
- b. For determining shareholders entitled to consent to corporate action without a meeting, the record date shall be the day on which the first written consent is delivered to the Corporation in accordance with these Bylaws; and
- c. For determining shareholders for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

## **ARTICLE VII -- DIVIDENDS**

Section 1. *Dividends*: The Board of Directors may declare and pay dividends upon the outstanding shares of the Corporation, from time to time and to such extent as the Board deems advisable, in the manner and upon the terms and conditions provided by law and the Articles of Incorporation of the Corporation.

Section 2. *Reserves*: The Board of Directors may set apart, out of the funds of the Corporation available for dividends, said sum as the directors, from time to time, in their absolute discretion, think proper as a reserve fund for any proper purpose. The Board of Directors may abolish any such reserve in the manner it was created.

## **ARTICLE VIII – GENERAL PROVISIONS**

Section 1. *Insurance and Indemnity*: The Corporation may purchase and maintain insurance in a reasonable amount on behalf of any person who is or was a director, officer, agent, or employee of the Corporation against liability asserted against or incurred by such person in such capacity or arising from such person's status as such.

Subject to applicable statute, any person made or threatened to be made a party to any action, suit, or proceeding, by reason of the fact that he or she, his or her testator or intestate representative, is or was a director, officer, agent, or employee of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with such an action, suit, or proceeding. Notwithstanding the foregoing, no indemnification shall be made by the Corporation of judgment or other final determination establishes that the potential



indemnificatee's acts were committed in bad faith or were the result of active or deliberate fraud or dishonesty or clear and gross negligence.

**Section 2. *Corporate Records:*** Any shareholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its shareholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a shareholder. In every instance in which an attorney or other agent shall be the person seeking the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing authorizing the attorney or other agent to so act on behalf of the shareholder.

The demand under oath shall be directed to the Corporation at its registered office or its principal place of business.

**Section 3. *Fiscal Year:*** The fiscal year of the Corporation shall be the calendar year.

**Section 4. *Seal:*** The corporate seal shall be in such form as the Board of Directors shall approve. The seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

**Section 5. *Execution of Instruments:*** All contracts, checks, drafts, or demands for money and notes and other instruments or rights of any nature of the Corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

**Section 6. *Notice:*** Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the United States mail, or by email, or facsimile, charges prepaid, to his or her address appearing in the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. If the notice is sent by facsimile, it shall be deemed to have been given at the date and time shown on a written confirmation of the transmission of such facsimile communication. If such notice is related to a meeting, the notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting of shareholders, the purpose of and general nature of the business to be transacted at such special meeting.

**Section 7. *Waiver of Notice:*** Whenever any written notice is required by law, or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.



Except in the case of a special meeting of shareholders, neither the business to be conducted at nor the purpose of the meeting need be specified in the waiver of notice of the meeting. Attendance of a person either in person or by proxy, at any meeting, shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened or called.

Section 8. *Amendments*: The Board of Directors shall have the power to make, adopt, alter, amend, and repeal from time to time the Bylaws of the Corporation except that the adoption, amendment, or repeal of any Bylaw regulating the election of directors shall be subject to the vote of shareholders entitled to cast at least a majority of the votes which all shareholders are entitled to cast at any regular or special meeting of the shareholders, duly convened after notice to the shareholders of that purpose.

The foregoing Bylaws were adopted by the Board of Directors on September 19<sup>th</sup> 2022.

#### SECRETARY'S SIGNATURE

Vidhu Saini

SECRETARY (PRINT)

VIDHU SAINI

#### SHAREHOLDER'S NAME

#### NUMBER (#) OF SHARES

Sandeep Kalra

100

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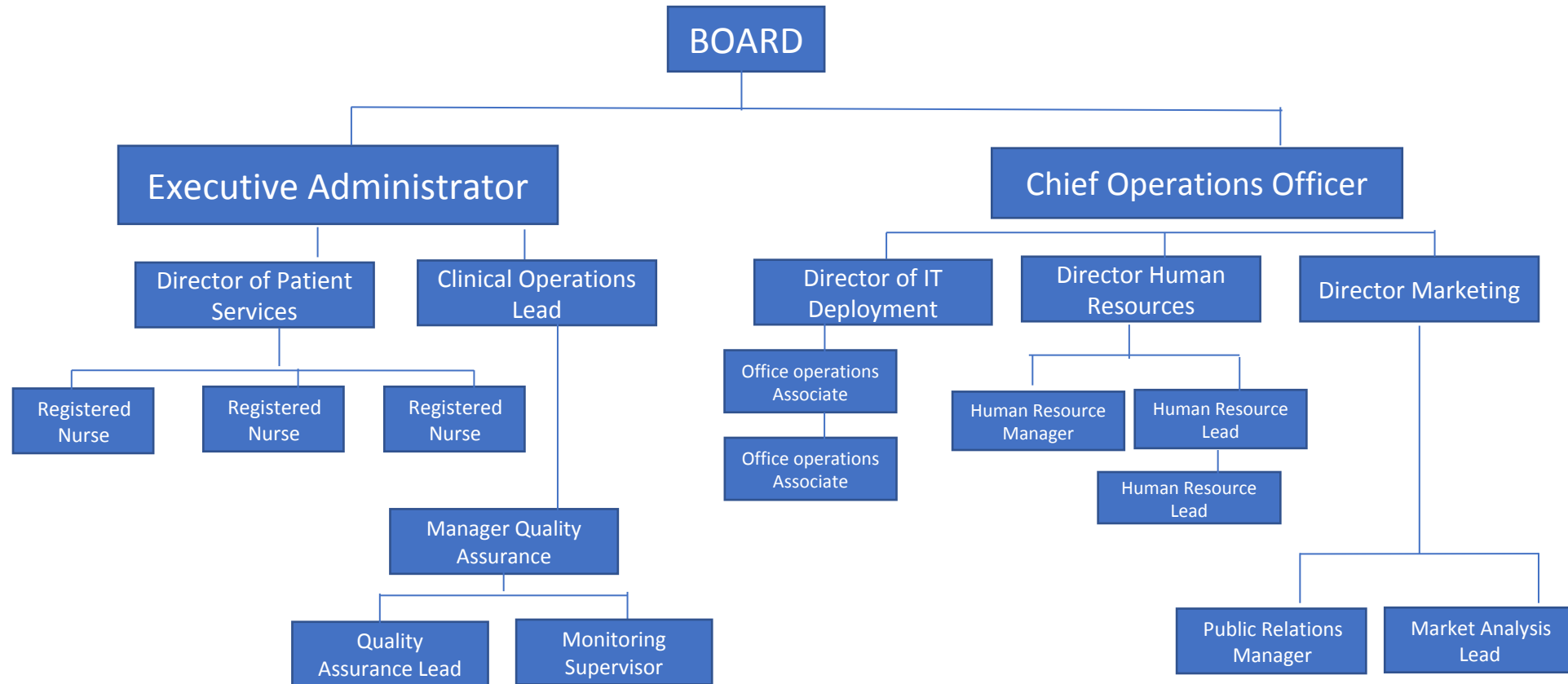
## **APPENDIX C**

### **ORGANIZATIONAL STRUCTURE**

#### 5. Organizational Charts



## Axzons Homecare Ltd. Organizational Chart



## **APPENDIX D**

### **SITE ENTITLEMENT**

Applicant has performed a diligent search to obtain leased office space in SSDR-8. Upon CON approval, applicant will execute a lease and maintain an office within SSDR-8 to support its provision of home health services to patients. See Lease Terms attached in Appendix D.

**DIRECT DRAFT AUTHORIZATION FORM****CUSTOMER INFORMATION**

NAME: \_\_\_\_\_  
(Please Print or Type)

Customer Number: \_\_\_\_\_

I hereby authorize: **CoWork Columbus/ WC Bradley Real Estate**

To initiate: ☐ debit / drafts

To my: ☐ checking account ☐ savings account

I understand that, if necessary, an adjusting debit or credit entry may be made to correct an error.

I also authorize the financial institution named below to credit and/or debit my account for the correcting entries. I duly certify that I am an authorized signer of said account and have the right to enter into this agreement.

**ACCOUNT INFORMATION**

NAME OF BANK: \_\_\_\_\_

CITY / STATE: \_\_\_\_\_

BANK ROUTING NUMBER: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

This authority will remain in full force and effect until such time as: **CoWork Columbus / WC Bradley Real Estate** has received written notification from me that the draft authorization has been revoked. It is further provided that written notification of termination, by either party, shall be provided in such time and manner as to afford either party reasonable opportunity to act on it.

Membership Payments will be drafted on the 1<sup>st</sup> day of each month. If the 1<sup>st</sup> falls on a weekend, payment will be drafted the following business day.

\_\_\_\_\_  
Signature of account owner

\_\_\_\_\_  
Date

**Please attach a voided check.**



## COMPARISON SHEET

	 <b>FLEX SEATS</b> \$200 monthly	 <b>DEDICATED DESKS</b> \$300 monthly	 <b>PRIVATE OFFICE</b> \$650 – \$1,175 monthly*	<b>TRADITIONAL OFFICE</b>  \$812.50 a Month Average Rent (650 sq ft)
24 Hour Access	✓	✓	✓	Maybe
Beverage & Snack Bar	✓	✓	✓	\$60 a Month
Fully Furnished	✓	✓	✓	\$140 a Month
Onsite Membership Director	✓	✓	✓	Not Included
Daily Use Lockers	✓	✓	✓	Not Included
High Speed, Fiber Optic-Driven Wi-Fi	✓	✓	✓	\$85 a month
Networking Opportunities	✓	✓	✓	Not Included
Conference Room Time	2 Hours a Month Included	6 Hours a Month Included	8 Hours a Month Included	Not Included
Color Copies	25 Included Monthly \$0.75 After That	✓	✓	Print Shop is \$0.89 per side
B&W Copies	100 Included Monthly \$0.15 After That	✓	✓	Print Shop is \$0.08 per side
Mail	\$15.00 Monthly	✓	✓	P.O. Box \$19 Monthly
Parcel Receipt	✓	✓	✓	Not Included

NOTE: Office pricing based on single occupancy, additional occupants are \$300 per month.



## Membership Terms and Conditions

CoWork Columbus is excited to welcome you as a member. These terms and conditions (these “Terms and Conditions”) in conjunction with your membership application (“Application”, and together with these Terms and Conditions, the “Agreement”) describe your rights and obligations in connection the services you elected in your Application and certain other related services and features available to members (the “Services”). If you have any questions about the Agreement, please contact Cherie Sanders, csanders@wcbradley.com. By using the Services, you are agreeing to abide by and be bound by the Agreement.

### Services, the Work Space and Access

“We” or “us” and similar words means CoWork Columbus. We reserve the right to change the legal entity that charges you for, and/or provides, the Services. References to “you” or “your” and similar words refer to the individual or entity registering for any Services through an Application. You agree to immediately update your Application in the event of any changes to your contact information. If you are entering these Terms and Conditions on behalf of an entity, you represent and warrant that you have all necessary right, authority and consent to bind such entity. In the event your relationship with the entity changes or ends, you agree to promptly update your Application to reflect this. If your membership is provided by an entity, you may lose access to the Services upon termination or change in status of your relationship with such entity (and you agree we may rely upon any communication from an executive officer of such entity in this regard). You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.

We will make the space, including any private areas, described in your Application (the “Work Space”) available to you at the time and in the condition described in your Application. Basic office amenities (“Basic Amenities”), as generally provided to our members, are a part of your membership and include, without limitation, daily cleaning services, electricity for normal office use, internet access as specified in your Application, heating and air conditioning during Business Hours, water, pantry access/amenities such as tea and coffee, basic kitchen and bathroom supplies, and any other Basic Amenities indicated in your Application. Unless otherwise provided in your Application, Basic Amenities do not include computer, printer, copier, or phone line access. Additional Services as described in your Application or as may otherwise be agreed-to between you and us (“Additional Services”) shall be provided in the manner, and for the additional costs (if any), indicated in your Application or in a separate agreement governing such Additional Services, and any additional terms governing such Additional Services, shall be integrated into these Terms and Conditions.

Unless specified otherwise in your Application, the Work Space does not include additional storage spaces or non-exclusive, private areas. To the extent we make any space generally

available to our members and/or the public, you will also have access to such space on a nonexclusive basis and on the same terms as are generally offered, subject to any rules, regulations, capacity and/or access restrictions imposed by us for such space ("Community Guidelines").

You may access the Work Space (i) during the normal operating hours (as initially defined in your Application), which may be updated from time to time by written notice to you ("Business Hours"), with the exception of U.S. federal holidays, when Business Hours may end earlier, and (ii) outside Business Hours if you have been provided a key. Any such access outside Business Hours may be subject to applicable fees and Community Guidelines.

You (and if we permit, your guests and invitees) may be required to present a valid, government issued photo identification in order to gain access to the Work Space. For security purposes, we may have security cameras onsite, which may record certain areas of the Work Space. We may review footage to investigate incidents, including turning over any such footage to applicable law enforcement authorities. We are entitled to access the Work Space, including any exclusive, private areas, with or without notice for maintenance, safety or emergency purposes

The availability and scope of the Services are subject to change from time to time in our sole discretion. From time to time, we may also make modifications, deletions or additions to these Terms and Conditions and will provide you with notice of such changes via the contact information we have on file for you. Most changes will be effective immediately upon notice. Your continued use of the Services following notice of any such changes, constitutes your agreement to such changes. If you do not agree to the changes, you may cancel your membership, but note that there are no refunds for early cancellation.

#### Membership Fee and Refundable Deposits

Unless otherwise set forth in your Application or other agreement for Additional Services, your membership fees and, to the extent applicable, any additional payment obligations (collectively, the "Payments") shall be paid in advance, on the first day of each month during the Term, unless we notify you otherwise (the "Payment Date"). By providing your payment information, if you elect an automatic payment option, you agree to pay us the recurring or nonrecurring fees associated with the Services you are purchasing, per your Application or other agreement for Additional Services, or as updated by us from time to time upon notice to you. You acknowledge and agree that the payment method provided by you will be automatically charged the fees and any other amounts you may incur or be liable for (including for damages caused to the Work Space) in connection with the Services. You must keep your payment information up-to-date and accurate. Payments that are not paid by the applicable Payment Date will be subject to late charges and administrative fees (with a minimum of \$25 per instance) and accruing finance fees at the highest rate allowed by law or \$50 per day, whichever is lower.

You agree that you shall pay a refundable deposit as security, to the extent applicable, according to your Application. In the event you breach your Agreement (including failure to make any Payment when timely due) or take any other actions or omissions resulting in any claims, losses, damages, payments (including legal fees), fines or penalties or other damage to us ("Damages"), we may use all or any portion of any refundable deposit to cure such breach or for the payment of any such Damages. If we do use all or any portion of any refundable deposit in respect of such Damages, you shall promptly (but no later than ten (10) days of our notice to you) restore the refundable deposit to an amount equal to its original sum. For the avoidance of doubt, you will be

held liable (and do hereby authorize us to charge you) for the repair cost for all Damage caused by you (and, if permitted, your guests and invitees). Provided you have made all required Payments in accordance with the Agreement, there are no deductions pursuant to this paragraph and you have vacated the Work Space in good condition with all furniture and fixtures in place, you will receive a return of any refundable deposit. We will not be required to keep any refundable deposit separate from our general accounts and shall have no obligation or liability for payment of interest.

Your use of the Services may be immediately suspended, and eventually terminated, if we are unable to charge your Payment for any reason. When we receive funds from you, we will first apply the funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. The fees applicable to your membership may be subject to modification from time to time (including annual increases every year), and such modifications will become effective upon your following Payment Date. Your continued use of the Services following notice of any such modifications, and through the following Payment Date, constitutes your agreement to such modified fees. You may at any time cancel your membership if you do not agree to any modified fees.

All fees are non-refundable. Note that there are no refunds for early cancellation.

#### Term and Termination

The term of your membership (the "Term") is as described in your Application. The Term may be terminated (such date, the "Termination Date") by us immediately (i) in the event of a material breach of the Agreement; (ii) if you cease your business operations or become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, administration, liquidation, or assignment for the benefit of creditors; (iii) in connection with the termination of an underlying lease for the Work Space; or (iv) if you continue to use the Work Space or otherwise receive Services beyond the Term. In the event of a termination of the Term, on or before the Termination Date, (x) you shall vacate and cease use of the Work Space in all respects and (y) you shall pay all Payments due and payable for Services as of the Termination Date.

#### Community Guidelines

The Work Space has a set of Community Guidelines its members (and to the extent permitted by us, your guests and invitees) must comply with while using Services. The Community Guidelines are hereby incorporated into these Terms and Conditions. Community Guidelines may be revised from time to time and are available by contacting us at [csanders@wcb Bradley.com](mailto:csanders@wcb Bradley.com).

In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests, invitees or any other third or property of any of the foregoing.

#### Other Legal Terms

Not a Lease. You acknowledge that this is a revocable license for a limited use, and nothing in the Agreement shall constitute a leasehold interest or tenancy or conveyance of any exclusive possessory interest in the Work Space, including any private areas. Accordingly, we may exercise self-help to regain exclusive control of the Work Space, including, without limitation, locking up

the Work Space. You understand and agree that no prior or subsequent court order or approval shall be necessary in connection with such self-help or lock-out.

**Construction Activities.** From time to time it may be necessary for us to make certain modifications, improvements and alterations to the Work Space for maintenance or other reasons ("Improvements"). We will give you prior notice to any such Improvements, which shall be executed in a manner that minimizes interference with the conduct of your business.

**Relocation.** You acknowledge and agree that we have the right to relocate you within the Work Space to a comparable area (a "Relocation") upon prior notice. In the event of any Relocation, your Application shall be updated to reflect such relocated area.

**Attornment.** If any applicable landlord (or a designee thereof) succeeds to our rights under any lease and continues to provide the Services in a reasonably comparable manner, then at the request of such landlord, you will attorn to the successor under these Terms and conditions and sign, acknowledge and deliver any instrument that the successor requests to evidence the attornment. Upon such attornment, your Agreement will continue in full force and effect as a direct arrangement between the successor and you.

**No Third-Party Liability.** We do not control and are not responsible for the actions of other individuals using the Services or at the Work Space. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our members. We do not endorse, support or verify the facts, opinions or recommendations of our members.

**No Liability for Third-Party Products / Services.** The Services may provide you with access to third-party products or services. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of such products, services or other materials provided by a third-party and not under our control, such as third-party internet providers. You agree that our making available access to or discounts for any third-party services does not constitute provision or warranty of such third-party services by us, and you will look solely to the applicable third-party for provision of the applicable third-party services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third-party services.

**Waiver and Release of Claims.** To the fullest extent permitted by law, you, on your own behalf and on behalf of your guests and invitees, waive any and all claims and rights against us and our affiliates, parents, and successors and each of our and their employees, assignees, officers, managers, independent contractors, agents and directors (collectively, the "CoWork Columbus Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, or person (collectively, "Claims") and release the CoWork Columbus Parties from any such Claims.

**Indemnification.** You will indemnify, defend and hold harmless the CoWork Columbus Parties from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, resulting from any breach of the Agreement by you or your guests or invitees or from the acts or omissions of you or your guests or invitees. You are responsible for the actions of all damages caused by all persons that you or your guests or invitees invite to enter the Work Space. You shall not make any settlement that requires a material act or admission by any of the CoWork Columbus Parties, imposes any obligation upon any of the Co Work Columbus Parties or does



not contain a full and unconditional release of the CoWork Columbus Parties, without our written consent. None of the CoWork Columbus Parties shall be liable for any settlement made without its prior written consent.

**Cooperation.** From time to time, we may investigate any actual, alleged or potential violations of these Terms and Conditions. You agree to cooperate fully in any of these inquiries. You waive all rights against the CoWork Columbus Parties and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.

**Limitation of Liability; Insurance.** To the extent permitted by law, the aggregate monetary liability of any of the CoWork Columbus Parties to you or your guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the actual, total amounts paid by you to us under the Agreement for the product or service from which the claim arose in the three (3) months prior to the claim arising. None of the CoWork Columbus Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of the CoWork Columbus Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

**Disclaimer of Warranties and Implied Terms.** The Services are provided "AS IS". To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade. In addition to the forgoing, we will not be liable for failure to perform our Service obligations if the failure results from an act of nature, the act of a national, federal, state or local government authority, fire, explosion, accident, industrial dispute or any other event beyond our reasonable control. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions and limitations above may not apply to you. In such event, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.

**Entire Agreement.** The Agreement and any terms or rules that may be posted or provided to you constitute the entire agreement between us regarding the Services and supersedes any prior proposals, understandings and contemporaneous communications you may have entered into with us regarding your membership and the Work Space.

**Severability.** If any provision of the Agreement and terms or rules that may be posted or provided to you are held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of the Agreement and any terms or rules that may be posted or provided to you are to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

No Waiver. Our failure to enforce its rights under the Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

Survival. You will remain liable for past due Payments, and we may exercise our rights to collect due Payment, despite termination of the Term. You agree to reimburse our reasonable attorneys' fees and other fees to enforce our rights to Payments. This paragraph together with the section entitled "Membership Fee and Refundable Deposits", the Community Guidelines, and any other provision which by its nature must survive to effectuate its purpose shall survive any termination or expiration of the Agreement.

## **Community Guidelines**

Current as of: January 1, 2019

### Contact and Payment Information

You must promptly (but in no even later than 5 days) notify us to update any changes to your contact information and payment information.

### Prohibited Activities You

may not:

- use the Work Space to conduct any illegal activities or activities that are generally regarded as offensive as we may determine in our sole discretion;
- bring any pets or animals into the Work Space;
- directly or indirectly take, copy or use any information or intellectual property belonging to other members or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same;
- use the Work Space to conduct retail or medical activities or otherwise involving frequent visits by non-members to the public areas of the Work Space;
- perform any modifications, improvements or alterations in or to the Work Space without our prior written consent which consent may be withheld in our sole and absolute discretion;
- bring weapons, drugs, or other objectionable material into the Work Space; or
- use, take or copy the trademarks, service marks, logos, trade dress or business name of COWORK COLUMBUS or other identifiers, including modified or altered, or use pictures or illustrations of the Work Space in any advertising, publicity or other purpose without our prior written consent.

### Keys

Depending on your membership, you may receive an electronic key ("key") to access the Work Space. You cannot transfer your key to anyone else, and you are responsible for maintaining the security of your key. You must promptly notify us if you suspect your key has been compromised or if your key has been lost. Electronic Keys remain our property, and you must return them immediately upon termination or expiration of your membership. You shall under no circumstances duplicate any keys issued by us, and any such duplication shall immediately result in your forfeiting the key deposit in its entirety (to the extent one was paid) and having any such

key privileges revoked. You may be charged a replacement fee for any lost or damaged keys, including our withholding all or any portion of your key deposit or other refundable deposits. We reserve the right to alter or change your key at any time upon reasonable notice. If you paid a key deposit, upon the return of such keys, the key deposit shall be returned to you in a timely manner upon (i) the expiration of the Term and your vacating and ceasing use of the Work Space and (ii) your return of all keys issued.

### Guests

To the extent we permit, you may invite guests to the public areas of the Work Space from time to time. Guests may access Common Spaces (and Conference Rooms when they are reserved for meetings with you). Guests must be accompanied by you at all times and you are responsible for the actions of your permitted guests while they are in the Work Space. Note that guests are not permitted to access private and other space designated for reserved use by our other members without permission from the reserving member. You may not accept any payment or other remuneration from a guest in exchange for any guest's access to the Work Space.

We may require all guests and invitees to be registered with us prior to entering the Work Space.

### Common Spaces and Conference Rooms

Public areas of the Work Space available for general member use ("Common Spaces") are to be enjoyed by our members (and to the extent we permit, your guests) and are for temporary use and not as a place for continuous, everyday work.

Rooms and other space designated for reserved, private use by our members ("Conference Rooms") are available by reservation only and upon payment of any applicable fee and are to be accessed by you (and to the extent we permit, your guests) starting from the time immediately prior to your reserved time and ending at the time immediately following your reserved time.

You are expected to clean up after yourself after use of Common Spaces and Conference Rooms, including disposal of trash, removal of dishes, glasses and cutlery, and, with respect to Conference Rooms, wiping the surface of conference tables of crumbs, spills and stains. If we incur excess cleaning charges for your failure to properly clean a Conference Room, the cost of such cleaning will be passed down to you.

Common Spaces and Conference Rooms are first come first serve and subject to availability.

### Mail

Subject to our written approval, you may elect to receive mail and packages at the Work Space during Business Hours. While we may accept mail and deliveries on your behalf, we shall not be responsible for the safeguarding or handling of any mail or deliveries. We have no obligation to store such mail or packages for more than thirty (30) days of our receipt or if we receive mail or packages after termination of your membership. This amenity is meant to allow you to accept business correspondence from time to time. It is not meant for an address for the receipt of merchandise or personal goods, and we have no obligation to accept bulk or oversized mail or packages.



### Signage, Fixtures, and Furniture

You may not display signage anywhere within the Work Space without our prior written permission nor may you attach or affix any items to the walls, install antennas, telecommunications lines or devices or bring additional furniture or fixtures into the Work Space without our prior written approval.

### Technology Release

You agree that we (i) are not responsible for any damage to any of your electronic equipment or systems related your use of the Work Space; (ii) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (iii) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to our internet connection (and, if applicable, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages)), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.

If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

### You and Other Members

We do not control and are not responsible for the actions of other members or any other third parties. If a dispute arises between members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

### Not Responsible for Personal Property

We are not responsible for any property you leave behind in the Work Space. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving. In any event, you must remove all of your property from the Work Space at the end of your membership. After providing you with notice, we will be entitled to dispose of any property remaining in the Work Space, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.

### Damages

Normal wear and tear excepted, you will be responsible for the cost of all repairs or replacements to furniture, fixtures and equipment (including, by way of example and not limitation, workstations, pantry equipment and Conference Room furniture) in the Work Space or otherwise used by you or your guests to the extent such repair or replacement is the result of damages caused by your or your guest's misuse, negligence or willful misconduct.

### Internet

Your access to the connection is at our discretion. Your access may be blocked, suspended or terminated at any time and for any reason, including violation of Community Guidelines, disruption of access to other members, or to otherwise protect us, our users, or other third parties.

The connection is available to your device only when it is within wireless range of our access points or through an ethernet cable to a data network port. The connection is generally subject to unavailability, including by reason of emergencies, service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair. We are not responsible for any interruptions or performance issues with the connection, or the underlying network(s), transmission equipment and systems. Network speed will vary based on your device configuration, location, compression, network congestion and other factors. You are solely responsible for any devices, software, or other materials necessary for use of the connection.

You agree not to, and are prohibited from, accessing or using (or attempting to access or use) the connection or taking any action online that violates any applicable law or regulation or that could harm us or any third party or interfere with the operation of the data network to others. For example, among other items, you may not:

- share the internet password or access;
- upload or transmit through the connection any (i) computer viruses, worms, spam or anything else designed to interfere with or disrupt the normal operating procedures of a computer or network; or (ii) any material which is defamatory, offensive, or of an obscene nature; or
- take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure or that violates or threatens or system or network security or that of our users or any third parties.

You acknowledge that no data network and internet-based communication is 100% secure, such communications could be intercepted by equipment and software and no such communication should be considered private or protected. We also have the right, but not the obligation, to monitor, intercept and review, and disclose, without further notice, any transmissions over or use of our connection to comply with lawful process, orders, warrants or subpoenas, or to protect our rights, property and members.

### Our Marketing

From time to time we may want to photograph, video or otherwise record the Work Space to support our marketing initiatives. In connection therewith, you grant us the right and permission to film, tape, record and photograph your area at reasonable times, and with reasonable prior notice. We agree to coordinate with you in order to account for any scheduling or privacy concerns.

### Flex Seats vs Desk/Cube

Flex Seats – members have the ability to work at any available desk or workspace, rather than be assigned a permanent desk. – See attached for pricing

Desk/Cube – members have their own fixed desk with lockable cabinet and ergonomic chair. – See attached for pricing

## MEMBERSHIP APPLICATION

Please select a Membership Plan

### PRIVATE OFFICE




Private Office  
(See Pricing Matrix Attached)  
Minimum One Year  
Commitment

### DEDICATED DESKS




With Membership Term:  
\_\_\_\_ Month to Month  
\_\_\_\_ 6 Month  
\_\_\_\_ 1 Year

### FLEX SEATS




With Membership Term:  
\_\_\_\_ Month to Month  
\_\_\_\_ 6 Month  
\_\_\_\_ 1 Year

Please provide the following contact information:

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Company \_\_\_\_\_

Owner/Principal of Company \_\_\_\_\_

Job Title \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ ☐ (Cell) or ☐ (Home) or ☐ (Work)

Email \_\_\_\_\_

☐ Please initial here if it is OK for us to publish name, industry, title and company website on Member Directory and on our website. (www.co-workcolumbus.com)

*\*\* We will keep your phone number, address and email private.*

☐ I agree to a term of \_\_\_\_\_ (month(s) / days(s)) of membership with CoWork Columbus, which will allow me access to CoWork Columbus resources as outlined in this document at the rate of \$ \_\_\_\_\_ (per month) / (per day). Memberships are billed the first of the month. If your membership starts in the middle of the month we will prorate that month's dues.

Nonrefundable One Time Administrative Fee \$ 40.00

Electronic Key Deposit \$ 10.00

All payments will be AutoDraft and paid in advance – (see attached form).

☐ Please initial here that you have read and understand the CoWork Membership Plan Rates and by providing my payment information, I agree to pay the nonrecurring rate and fees associated with this Application.

☐ Please initial here that you have read and agree to the terms of Use (attached) This document is expressly incorporated herein, and made a part hereof, and shall be a part of our Agreement.

☐ By using Internet or network services (collectively, "Technology") provided by CoWork Columbus, you agree that (a) you are an active Member of CoWork Columbus, (b) your use of the Technology is subject to and in compliance with your Member contract and Privacy Policy (as each may be updated from time to time), (c) we may monitor the health and operation of the Technology, and (d) the Technology is provided "as is" with no guarantee of privacy or suitability for purpose. You agree not to use the Technology without agreeing to all of the foregoing.

☐ Please initial here that you have read and agree to the CoWork Columbus Community Guidelines (attached) which serves as the guideline to being part of CoWork Columbus. I acknowledge and understand the community guidelines may be revised from time to time.

How did you hear about us? \_\_\_\_\_

I declare that the information I have provided is accurate. I authorize COWORK COLUMBUS or its agent to review and investigate the accuracy of the information contained in this application and consent to a background check if applicable, using the information I have provided in this application.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(PRINT) NAME \_\_\_\_\_

COWORK COLUMBUS ACCETANCE \_\_\_\_\_ DATE \_\_\_\_\_

COWORK COLUMBUS STAFF MEMBER \_\_\_\_\_

NOTES:

**APPENDIX E**  
**SUPPLEMENTAL NEED DOCUMENTATION**

Not Applicable.

**APPENDIX F**  
**SUPPLEMENTAL EXISTING ALTERNATIVES DOCUMENTATION**  
(NOT APPLICABLE)

**APPENDIX G**  
**FINANCIAL FEASIBILITY DOCUMENTATION**

1. Financial Feasibility Letter
2. Statement Re: Financial Statements

May 23, 2023

Ms. Caylee Noggle  
Commissioner  
Georgia Department of Community Health  
Office of Health Planning  
2 Martin Luther King Jr. Drive SE  
East Tower, 16<sup>th</sup> Floor  
Atlanta, GA 30334

Re: **Axzon's Homecare Ltd.**  
***Home Health – 2023 Spring Batching***  
**Planning Area: SSDR #8**  
**Proposed Project Site Location:** 1201 Front Avenue, Suite N  
Columbus, GA 31901  
**Projected Cost:** \$100,000.00

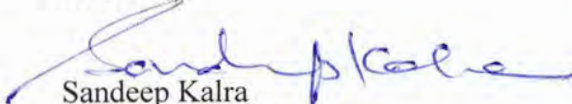
Dear Ms. Noggle:

This letter confirms that Axzon's Homecare Ltd. has adequate cash reserves on hand to fund the above-referenced project. The cost of the project is \$100,000. This capital expenditure will be funded through unrestricted cash reserves of Axzon's Homecare Ltd.

Please accept this letter as written confirmation that Axzon's Homecare Ltd. currently has the necessary funds in order to provide a full spectrum of home health services in SSDR #8 including Chattahoochee, Randolph, Clay, Dooly, Harris, Macon, Marion, Quitman, Schley, Stewart, Sumter, Talbot, Taylor, and Webster Counties, as evidenced by the un-audited financial statements included in Appendix G.

Please let me know if you require any additional information or documentation in this regard.

Sincerely,

  
Sandeep Kalra  
Chief Executive Officer



### **Axzon's Homecare Ltd. Statement on Financial Audits**

As a new entity formed for the purpose of providing home health services in Georgia should it receive CON approval, applicant intends to undergo annual financial audits after it receives approval and begins providing services.

**APPENDIX H**  
**Supplemental Effects on Payors**  
**Documentation**  
Not Applicable.

## **APPENDIX I**

Architectural Plans

Not Applicable

## **APPENDIX J**


Client Consumer Rights Policy

Admittance and Readmittance of Clients Policy

Provision of Information Policy

Indigent and Charity Care Policy

## Axzon's Client Consumer Rights Policy

<b>Axzens Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
<b>Section 3: Service Delivery and Client Care</b>	
<b>Policy Title: Client/Consumer Rights</b>	<b>Policy Number: 3.41</b>
	<b>Effective Date: 11/21/2022</b>
	<b>Revision Date: 12/01/2023</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 6</b>

## PURPOSE

1. To ensure clients are aware of their rights;
2. To ensure compliance with applicable laws; and,
3. To ensure that staff are educated about and respectful of client's rights when delivering services.

## APPLICATION

This policy applies to Clients/ Consumers of Axzens Homecare Ltd. and defines their rights.

## DEFINITIONS

### Client

For purposes of this policy a client is a consumer or other individual or entity who uses services delivered by Axzens Homecare Ltd.

## POLICY


Pursuant to Ga. Comp. R. & Regs. 111-2-2-.32(3)(2)(1)(1) Axzens Homecare Ltd. has established written policies regarding the rights of the patient and developed procedures implementing such. These rights, policies and procedures afford each patient the right to:

- (1) be informed of these rights, and the right to exercise such rights, in writing prior to the initiation of care, as evidenced by written documentation in the clinical record;
- (2) be given a statement of the services available by the agency and related charges;
- (3) be advised before care is initiated of the extent to which payment for agency services may be expected from any third party payors and the extent to which payment may be required from the patient.
  - (i) The agency shall advise the patient of any changes in information provided under this paragraph or paragraph (2) of this subdivision as soon as possible, but no later than 30 calendar days from the date the agency becomes aware of the change.
  - (ii) All information required by this paragraph shall be provided to the patient both orally and in writing;
- (4) **be informed that the agency prohibits the exclusion of services to any patient on the basis of age, disability, gender, race, or ability to pay.**
- (5) be informed of all services the agency is to provide, when and how services will be provided, and the name and functions of any person and affiliated agency providing care and services;
- (6) participate in the planning of his or her care and be advised in advance of any changes to

the plan of care;

Item #2.



<b>Axzens Homecare Ltd.</b>	
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(7) refuse care and treatment after being fully informed of and understanding the consequences of such actions;

(8) be informed of the procedures for submitting patient complaints;

(9) voice complaints and recommend changes in policies and services to agency staff, the Georgia State Department of Community Health or any outside representative of the patient's choice. The expression of such complaints by the patient or his/her designee shall be free from interference, coercion, discrimination or reprisal;

(10) submit patient complaints about the care and services provided or not provided and complaints concerning lack of respect for property by anyone furnishing service on behalf of the agency, to be informed of the procedure for filing such complaints, and to have the agency investigate such complaints in accordance with the provisions.

The agency is also responsible for notifying the patient or his/her designee that if the patient is not satisfied by the response the patient may complain to the Department of Community Health's Office of Health Systems Management;

(11) be treated with consideration, respect and full recognition of his/her dignity and individuality; and

(12) privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside the agency except in the case of the patient's transfer to a health care facility, or as required by law or third-party payment contract.


(b) The governing authority shall make all personnel providing patient care services on behalf of the agency aware of the rights of patients and the responsibility of personnel to protect and promote the exercise of such rights.

(c) If a patient lacks capacity to exercise these rights, the rights shall be exercised by an individual, guardian or entity legally authorized to represent the patient.

## PROCEDURES

1. Supervisor/Alternate and client/client's representative shall review the Rights & Responsibilities of Client & Agency with the client/client's representative during the initial assessment and obtain the required signatures.
2. A copy of the signed *Rights & Responsibilities of Client & Agency* form shall be given to the client prior to the commencement of services. The original shall be placed in the client's file.
3. Supervisor shall make a notation in the client's record that:
  - a. the *Rights & Responsibilities of Client & Agency* form was reviewed with the client/client's representative;
  - b. the required signatures were obtained;
  - c. a copy of the *Rights & Responsibilities of Client & Agency* form was left in the client's home; and,



<b>Axzens Homecare Ltd.</b>	
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4. Should the client not understand his/her “Rights” the Supervisor/alternate shall document the lack of understanding in the client’s record and give the reason why it was not understood. If the client’s representative or someone else in the home is able to comprehend the details, the Supervisor/Alternate shall document this information.

### Client Rights


The Agency’s form (*Rights & Responsibilities of Client & Agency*) shall include the following client rights. i.e. The client’s rights to:

1. be informed of these rights, and the right to exercise such rights, in writing prior to the initiation of care, as evidenced by written documentation in the clinical record;
2. be given a statement of the services available by the Agency and related charges;
3. **be informed that the agency accepts all patients including financially indigent, medically indigent, Medicaid, PeachCare and Medicare Patients.**
4. **be advised before care is initiated of the extent to which payment for agency services may be expected from any third party payors (private pay, Commercial insurance as well as Medicaid, PeachCare and Medicare) and the extent to which payment may be required from the patient.**
  - (i) The agency shall advise the patient of any changes in information provided under this paragraph or paragraph (2) of this subdivision as soon as possible, but no later than 30 calendar days from the date the agency becomes aware of the change.
  - (ii) All information required by this paragraph shall be provided to the patient both orally and in writing;
5. be informed of all services the agency is to provide, when and how services will be provided, and the name and functions of any person and affiliated agency providing care and services;
6. participate in the planning of his or her care and be advised in advance of any changes to the plan of care;
7. refuse care and treatment after being fully informed of and understanding the consequences of such actions;
8. be informed of the procedures for submitting patient complaints;
9. voice complaints and recommend changes in policies and services to agency staff, the Georgia State Department of Health or any outside representative of the patient's choice. The expression of such complaints by the patient or his/her designee shall be free from interference, coercion, discrimination or reprisal;
10. submit patient complaints about the care and services provided or not provided and complaints concerning lack of respect for property by anyone furnishing service on behalf of the agency, to be informed of the procedure for filing such complaints.

11. Be notified if the patient is not satisfied by the response the patient may complain to the Department of Community Health's Office of Health Systems Management;
12. The address for the complaints to DCH to be provided to patients is





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13.

**Department of Community Health**  
**2 Peachtree Street, NW**  
**Atlanta, GA 30303**  
**800-657-6442**


14. be treated with consideration, respect and full recognition of his/her dignity and individuality; and
15. privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside the agency except in the case of the patient's transfer to a health care facility, or as required by law or third-party payment contract.
16. **Prohibit exclusion of service and be dealt with without regard to race, color, age, sex, sexual orientation, creed, religion, disability and familial/cultural factors, or ability to pay.**
17. receive complete information about his/her health and recommended treatments, as developed jointly with this Agency;
18. provided with information on alternative services that may be available;
19. participate in a referral to another service provider or a health care institution;
20. refuse to participate in experimental research;
21. receive reasonable notice of any changes in their service, within an agreed upon amount of time, prior to the changes place
22. be informed of the cost of services and procedures and to be informed of all changes in services, procedures and fees, as they occur;
23. refuse services or treatment and be informed of the consequences of that refusal;
24. be free from mental, verbal, sexual and physical abuse, neglect, involuntary seclusion and exploitation;
25. receive privacy and confidentiality with regard to their health, social, and financial circumstances and what takes place in their homes, in accordance with laws and Agency policies;
26. receive confidential treatment of their personal and medical records;
27. approve or refuse the release of their personal or medical records to any individual/entity other than the Agency except when client records are transferred to another service provider or a health facility or as otherwise authorized by law;
28. make suggestions or complaints or present grievances to the Agency, government agencies or other entities or individuals without fear of the threat of retaliation.
29. receive a prompt response, through an established complaint or grievance procedure, to any complaints, suggestions or grievances they may have;



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30. access procedures for making complaints to the:
  - a. authority responsible for health quality;
  - b. Adult Protective Services Program of the local Department of Social Services, if the client is an adult;
  - c. The Child Protective Services Program of the local Department of Social Services, if the client is a child.
31. cared for by qualified, competent and trained personnel;
32. be taught the procedures used to provide care required, to enhance the client's ability to provide as much self-care as possible;
33. designate an individual of the client's choice, to receive instruction on care procedures, which are provided to the client, in order that the designated individual can assist the client as much as possible;
34. have full access to the information regarding their health condition and their care records maintained by this Agency, to the extent required by law;
35. be spoken to or communicated with in a manner or language they can understand;
36. speak freely without fear;
37. have their homes and property treated with respect;
38. be free from involuntary confinement, and from physical or chemical restraints;
39. be free from any actions that would be interpreted as being abusive. e.g. intimidation, physical/sexual/verbal/mental/emotional/material or financial abuse, etc.;
40. report all instances of potential abuse, neglect, exploitation, involving any employee of the Agency, to the *Elder Abuse Hotline*;
41. express complaints verbally or in writing about services or care that is or is not furnished, or about the lack of respect for your person or property by anyone who is furnishing services on behalf of the Agency;
42. be informed of procedures for initiating complaints about the delivery of service or resolving conflict, without fear of reprisal or retaliation;
43. be informed of the laws, regulations and policies of the Agency including:
  - a. *Code of Ethics*;
  - b. *Unstable Health Conditions*;
  - c. *Withdrawal/Termination of Services*; AND,
  - d. others, as required/requested.
44. be provided with the name, certification and staff position of all persons supplying, staffing or supervising the care and services you receive;
45. be informed of where ownership lies for any equipment/supplies provided in the provision of services;
46. receive written information on the care plan, including the names of Care Aide(s), & Supervisor assigned and the Agency's phone number;



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47. provide input on which Care Aide they want and request a change of Care Aide, if desired;
48. be briefed on any procedure/treatment before it is carried out in order that they can give informed consent;
49. receive regular nursing supervision of the Care Aide, if medically-related personal care is needed;
50. be given written documentation on the Agency's Advance Directives Policy;
51. to die with dignity;
52. be informed, within a reasonable amount of time, of the Agency's plans to terminate the care or service and/or their intention to transfer their care to another agency; and,
53. have their family or legal representative exercise the client's rights when the legal representative is legally authorized to do so

#### **CROSS-POLICY REFERENCES**

1. Client & Agency Responsibilities
2. Advance Directives
3. Standards of Conduct & Work Ethics
4. Complaints/Compliments
5. Unstable Health Conditions
6. Withdrawal/Termination of Services
7. Service Plan
8. Service Agreement
9. Privacy & Confidentiality

#### **REGULATORY REFERENCE**

This policy has a regulatory reference to Ga. Comp. R. & Regs. 111-2-2-.32(3)(2)(1)(1)

#### **RESPONSIBLE PARTY**

1. Supervisor Client's services is responsible for adhering to this policy's directives.
2. Manager Client's Services


#### **FORMS**

1. Rights & Responsibilities of Client & Agency of Client & Agency



**Axzon's Admittance and  
Readmittance of Clients Policy**



<b>Axzon's Homecare Ltd.</b> <b>Policies and Procedures</b>	
<b>Section 3: Service Delivery &amp; Client Care</b>	
<b>Policy Title: Admittance &amp; Re-Admittance of Clients</b>	<b>Policy Number: 3.10.30</b>
	<b>Effective Date: 11/21/2022</b>
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### PURPOSE

1. To ensure that the Agency only admits clients whose care needs can be met safely at home, as determined primarily through an in-home assessment.
2. To outline the conditions and process for admitting individuals, as clients of the Agency.
3. To outline conditions and criteria for re-admitting clients who have been discharged or transferred from the Agency.


### POLICY for ADMITTING CLIENTS

Axzon's Homecare Ltd. utilizes the following standards for accepting individuals as clients:

1. The Agency shall accept referrals from almost any source including, but not limited to individuals, families, neighbors, hospitals, community organizations, home health agencies, physicians, third party payors, Veterans Organizations and Social Services
2. **The Agency's medical staff should have privileges allowing a reasonable acceptance of referrals of Medicaid patients, PeachCare patients, and all other patients who are unable to pay all or a portion of their healthcare costs.**
3. Referral sources shall provide the following information when making a referral to this Agency:
  - a. potential client's name, address and telephone number;
  - b. physician's name and address;
  - c. medical diagnosis;
  - d. type of level of service needed;
  - e. referral source's name, title and phone number; and,
  - f. name and telephone number of primary caregiver and emergency contact, if other than the primary caregiver.
4. The Agency shall conduct an assessment before accepting individuals as clients.
5. The Agency shall not discriminate on the basis of religion, race, color, creed, sex, age, handicap, sexual orientation, communicable disease or place of national origin, in its admittance of individuals as clients.
6. The Agency shall be qualified and/or licensed to provide the services required in a safe, efficient and responsible manner.
7. The Agency shall have a sufficient number of qualified personnel and resources to meet a potential client's requested/needed services.
8. The services requested/needed fall within the Agency's scope of services.
9. The Agency may contract services out to qualified individuals and/or other agencies.

10. Clients shall reside within the geographical area served by the Agency.
11. The potential client's home environment shall be adequate for safe and effective care.
12. The potential client shall be willing and able to function at home with required services in place.



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13. The potential client's family/caregiver(s)/pertinent other(s) shall be willing to accept in-home services and be willing, able and available to participate in the care.
14. Potential clients with medical problems shall be under the care of a physician or shall be willing to seek care from a physician for medical supervision purposes.
15. Individuals, diagnosed with active pulmonary tuberculosis shall be evaluated for admittance only if the following conditions are met prior to the assessment:
  - a. The infected individual has been on an anti-tuberculin regime for at least 2 weeks.
  - b. The infected individual shows clinical improvement.
  - c. The infected individual has had 3 consecutive samples that are AFB negative.
16. The potential client shall have the financial means to pay for services, either through state/federal assistance programs, private insurance or personal assets.
17. The Agency shall reserve the right to refuse service to anyone who does not meet the admittance criteria.
18. The potential client/representative shall be given the opportunity to either accept or refuse services.
19. The potential client/representative shall sign the required forms indicating acceptance of services.
20. Refusal of any or all identified service needs shall be documented on the assessment form and recorded in a service refusal log.

#### **PROCEDURES for ADMITTING CLIENTS**

1. In-home evaluations shall be conducted in a timely fashion following a request for service.
2. Supervisor shall evaluate a potential client's/representative's request for services prior to accepting an individual as a client.
3. The evaluation shall be comprehensive enough to determine the ability of the Agency to meet the requests and needs based on the Agency's overall service capability.
4. The identified needs/problems shall be reviewed with the potential client/representative to determine the services required and the ability of the Agency to meet the potential client's requests/needs.
5. If the Agency can provide the services, the potential client/representative shall be provided with all the necessary information/material in order to make an informed decision.
6. Supervisor shall document that the above information has been given to the potential client/representative.
7. The potential client/representative, after review, shall be given the opportunity to either accept or refuse services.





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8. If a potential client is accepted for service, a *Service Plan* shall be developed jointly with the potential client/representative and a written *Service Agreement* shall be signed by the potential client/representative and the Supervisor.
9. A copy of the *Service Plan* and the *Service Agreement* shall be given to the client and the originals shall be placed in the client's record.

### **POLICY for RE-ADMITTING CLIENTS**

It is the policy of Axzon's Health System Corporation to determine if individuals may be re-admitted as Agency clients and if service to them may be reinstated by conducting one or more of the following:

1. the completion of another General Needs Assessment;
2. a review of the Progress Summary Notes; or,
3. an update of the Service Plan/Care Plan which shall:
  - a. show new or revised goals and interventions; and,
  - b. specify a timeline for follow-up and evaluation.

### **PROCEDURES FOR RE-ADMITTING CLIENTS**


1. Supervisor shall review the reasons client was discharged or transferred initially and determine what changes have occurred, which may justify re-admittance.
2. Supervisor shall conduct another General Needs Assessment and determine if the Agency can meet current needs.
3. Supervisor shall develop Service Plan/Care Plan with input from the client/client's representative/family.
4. Supervisor shall apply the policies and procedures, which are addressed in the *Agency's Service Delivery Process* section, in respect to managing the case and completing the required forms.

### **SCOPE**

This policy applies to all members of the Agency workforce including, but not limited to, employees, medical staff, volunteers, students, physician office staff, and other persons performing work for or at Agency.

### **CROSS POLICY REFERENCES**

1. Provision of Information
2. Service Plan
3. Service Agreement


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	<b>Effective Date: 11/21/2022</b>
	<b>Revision Date: 12/01/2022</b>
	<b>Approved By: Director</b>
<b>Page Number: Page 4 of 4</b>	

### FORMS

1. Service Plan
2. Service Agreement

## Axzon's Provision of Information Policy



<b>Axzens Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
<b>Section 3: Service Delivery &amp; Client Care</b>	
<b>Policy Title: Provision of Information</b>	<b>Policy Number: 3.10.10</b>
	<b>Effective Date: 11/21/2022</b>
	<b>Revision Date: 12/01/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 2</b>

## PURPOSE

To ensure that potential and/or existing clients/clients' representatives are able to make informed decisions on the suitability of the Agency to meet their specific care needs.

## POLICY

Axzens Homecare Ltd. ensures that current and potential clients/ clients' representatives have access to comprehensive information, which will enable them to make informed decisions on whether or not the Agency can meet their specific requests and needs.

## PROCEDURES


An up-to-date information package shall be provided prior to the initiation of services. The information shall be presented in a clear and easily understood manner and include:

1. a list of the home care services that the Direct Care Worker will be providing;
2. types of services offered and their limitations;
3. **Types of Insurances accepted for financially indigent, medically indigent, Medicaid, PeachCare, Medicare besides Private pay, other commercial insurances.**
4. process for developing the Service Plan;
5. terms and conditions as set out in the Service Agreement;
6. address and contact details for the office;
7. hours of operation and statutory holidays observed by the Agency;
8. details of license and insurance coverage;
9. the name of the Direct Care Worker(s) who will deliver the services;
10. the days and times that services will be delivered;
11. the hourly or weekly fees and total costs for services to be provided,
12. the name of a Departmental Representative(s) they can contact for information about:
  - i. licensing criteria for home care agencies or registries; and,
  - ii. the Agency's responsibilities and adherence to the rules and regulations established for home care agencies.
13. The telephone number of the Ombudsman Program located with the local Area Agency on Aging (AAA).
14. The hiring and competency requirements for direct care workers to be acceptable for employment or referral by this Agency.
15. A disclosure, prepared in Departmental format, which specifies:
  - a. whether the individuals, who provide the services to the client/consumer, are Agency employees or are independent /third party contractors affiliated with the Agency; and,
  - b. which taxes, insurances and other obligations the Agency and/or clients/consumers

are responsible to handle.

Item #2.

## **Axzon's Indigent and Charity Care Policy**

<b>Axzens HomeCare Policies and Procedures</b>	
<b>Section 4: Patient Access Services</b>	
<b>Policy Title: Indigent and Charity Care</b>	<b>Policy Number:</b>
	<b>Effective Date:</b>
	<b>Revision Date:</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 10</b>

### **PURPOSE:**

The purpose of this policy is to establish guidelines for Charity Care for patients of Axzens Health System Corporation (“**AXZONS**”) who incur significant financial burden as a result of the amount they are expected to owe “out-of-pocket” for acute care health care services.

In addition, this policy provides administrative and accounting guidelines for the identification, classification and reporting of patients as Charity Care as distinguished from Bad Debts.

### **POLICY STATEMENT:**

Charity Care is provided to a patient with a demonstrated inability to pay. Charity adjustments may only be granted to patients receiving non-elective care. A patient is eligible for Charity Care consideration based upon meeting certain income eligibility criteria as established by the Federal Poverty Income Guideline Sliding Scale. Charity Care represents health care services that are/were provided but never expected to result in payments. As a result, Charity Care does not qualify for recognition as receivable or net patient revenue in the financial statements.

Charity Care may include unpaid coinsurance and deductibles. Bad Debt is payment not received for service rendered for which payment was anticipated and services were provided in good faith. Bad Debt patients do not meet the criteria for Charity Care, that is, they are considered able to pay but unwilling to satisfy their outstanding obligations.

Charity Care data reporting for services provided is based on charges incurred during the patients visit/encounter.

AXZONS proactively makes reasonable efforts to determine whether a patient is eligible for financial assistance before engaging in any collection activities. AXZONS has established respectful and effective procedures for addressing the needs of those persons who are unable to pay for all or most of their care. In order to preserve the dignity of these persons and to facilitate the process of securing necessary information, AXZONS performs financial screening upon scheduling for diagnostic imaging procedures. Patients who represent



increased financial risk as a result of the amount they are expected to owe “out-of-pocket” are referred to a Financial Counselor for assistance in applying for alternative payment programs (e.g., Medical Assistance) determining Charity Care eligibility, establishing payment plans or other financing arrangements.

Patients with insurance should not have their patient liability unpaid balance, coinsurance, deductible or non-covered service written-off to Charity Care unless financial hardship can be proven.

The need for Charity Care is a sensitive and personal issue for recipients and needs to be addressed with reverence for those who are in need. Confidentiality of information and individual dignity shall be maintained for all that seek charitable services.

AXZONS provides medically necessary care to all regardless of ability to pay. Partial and/or full Charity Care is based on the individual’s ability to pay.

#### **PROCEDURE:**

1. **Eligibility Criteria:** Excluded from coverage are any third parties who may be liable for payment for services.

- 1.1. **Charity Care Application: (See Exhibit B)**

- 1.1.1. Any individual who indicates the financial inability to pay a bill for a medically necessary service shall be evaluated for Charity Care assistance.
- 1.1.2. The Statement of Financial Condition (Exhibit B) is used to document each patient’s overall financial situation. This application should be available in the primary language(s) of the service area.
- 1.1.3. Credit reports may be used, when appropriate, to verify an individual’s financial circumstances.
- 1.1.4. A patient’s employment status and earning capacity is taken into consideration when evaluating a Charity Care request.
- 1.1.5. The data used in making a determination concerning eligibility for Charity Care should be verified.
- 1.1.6. Once a determination has been made a notification form is provided to each applicant advising them of the decision.

- 1.2. **Full Charity Care: 100% Discount**

- 1.2.1. A patient whose household income (as calculated on the Statement of Financial Condition) is equal to or less than 200% of the most recent Federal Poverty Guidelines (FPG) qualifies for a Full Charity Care discount.
- 1.2.2. For the purposes of State reporting, a patient whose household income is equal to or less than 125% of the most recent FPG is categorized as Indigent Care.

- 1.3. **Partial Charity Care:**

- 1.3.1. A patient whose household income is greater than 200% and less than 400% of the most recent FPG qualifies for a Partial Charity Care discount and are determined each year by the Accounting department.
- 1.3.2. Flexible, interest-free payment plans are available (e.g., extended payment terms), as appropriate.

#### **1.4. Catastrophic Charity Care:**

- 1.4.1. In order to qualify for Catastrophic Charity Care Circumstances, the patient's Allowable Medical Expenses must exceed 40% of household income as described below:
- 1.4.2. AXZONS multiplies the household income as defined in Section L by 40%
- 1.4.3. AXZONS determines the patient's Allowable Medical Expenses.
- 1.4.4. AXZONS compares 40% of the household income as defined in Section L to the total amount of the patient's Allowable Medical expenses. If the total of the Allowable Medical Expenses is greater than 40% of the household income and/or assets, then the patient meets the Catastrophic Charity Care qualification. AXZONS subtracts 40% of the household income and/or assets from the Allowable Medical Expenses to determine the amount by which the Allowable Medical Expenses exceed the available income and/or assets; this amount is then eligible for a Charity Care write-off.

#### **1.5. Special Circumstances:**

- 1.5.1. Deceased patients without an estate or third party coverage are eligible for Charity Care.

#### **1.6. Governmental Assistance:**

- 1.6.1. In determining whether each individual qualifies for Charity Care, other county or governmental assistance programs should also be considered. Many applicants are not aware that they may be eligible for assistance such as Medicaid, Healthy Families Program, Victims of Crime, State Children Services, etc.
- 1.6.2. Persons eligible for programs such as Medicaid but whose eligibility status is not established for the period during which the medical services were rendered, should be granted Charity Care for those services. AXZONS will make the granting of charity contingent upon applying for governmental assistance. Patients are required to complete a Medicaid application.

#### **1.7. AXZONS Collection Efforts:**

- 1.7.1. Accounts with applications pending for Charity Care or other assistance programs are held until the outcome of the application. A "pending charity approval" is defined as an application that has been fully completed by the patient, submitted and is in the process of being determined for eligibility.
- 1.7.2. It is acceptable (but not preferable) to take an account through the full collection cycle and later reclassify it as Charity Care, as long as a consistent process is followed and a legitimate basis exists that the patient is unable to pay. For example, self-pay accounts written-off and sent to Bad Debt, reclassifying the account to Charity Care may be considered on the basis of all of the following factors:
  - 1.7.3. No third party coverage or inadequate coverage exists
  - 1.7.4. No payments are recorded on the account
  - 1.7.5. The patient/guarantor was billed a minimum of 4 times
  - 1.7.6. Verifiable income and/or assets are provided by the patient and include all household adults.

### **1.8. Collection Agency:**

- 1.8.1. In some cases, a patient eligible for Charity Care may not have been identified prior to initiating external collection action. Accordingly, each collection agency engaged should be made aware of the policy on Charity Care. This allows the agency to report amounts that they have determined to be uncollectible due to the inability to pay in accordance with the Charity Care eligibility guidelines.
- 1.8.2. Collection agencies shall not, in dealing with the uninsured patients at or below the 400% Federal Poverty Level, use or threaten to use wage garnishments or liens on primary residences as a means of collecting on unpaid AXZONS bills. AXZONS must specifically authorize institutional litigation. This does not preclude agencies from pursuing reimbursement from third-party liability settlements.
- 1.8.3. If a collection agency identifies special circumstances demonstrating a particular patient as being unable (versus unwilling) to pay their bill, their liability may be considered Charity Care, even if they were originally classified as a Bad Debt. The patient should be reclassified to Charity Care.

### **1.9. Eligibility Period:**

- 1.9.1. The eligibility period is the year in which financial statements provided from patients meet charity care guidelines and care was received. If financial income or insurance status changes for the year the services incurred, the patient may become ineligible for charity as the guidelines may not be met.

### **1.10. Time Requirements for Determination:**

- 1.10.1. While it is desirable to determine the amount of Charity Care for which a patient is eligible as close to the time of service as possible, there is no rigid limit on the time when the determination is made. In some cases, eligibility is readily apparent and a determination can be made before, on, or soon after the date of service. In other cases, it can take investigation to determine eligibility, particularly when the patient has limited ability or willingness to provide needed information. Every effort should be made to determine a patient's eligibility for Charity Care at the earliest reasonable date.

### **1.11. Definition of Income:**

- 1.11.1. Annual earnings and cash benefits from all sources before taxes, less payments made for alimony and child support. Proof of earnings may be determined by annualizing pay at current earning rates. Bank Accounts and open available lines of credit are considered income.

## **2. Accounting for Charity Care:**

- 2.1.1. Charity Care write-offs are accounted for in separate Deduction from Revenue general ledger accounts. One account should be used to track Charity Care given under the Full and Partial Charity Care provision; the other account should be used to track Charity Care given under the catastrophic coverage component. This allows tracking and monitoring of the amount and type of Charity Care being granted. The transaction codes used for accounting for Charity Care and their mapping to the General Ledger must be reviewed annually to ensure accuracy.

## **3. Roles and Responsibilities:**

- 3.1.1. A collaborative review between the Vice President and the Chief Financial Officer shall be made of this policy annually. Approval and reporting to the local Board occurs to ensure oversight and accountability.
- 3.1.2. It shall be the responsibility of Patient Financial Services for the day-to-day administration of this policy.
- 4. **Recordkeeping:**
  - 4.1.1. Records relating to potential Charity Care patients must be readily obtainable. Consideration should be given to maintaining a central file of the Statement of Financial Condition and other Charity Care summary forms if they are otherwise not readily accessible.
  - 4.1.2. In addition, notes relating to the Charity Care application and approval or denial should be entered on the patient's account.
- 5. **Public Notice and Posting:**
  - 5.1. Public notice of the availability of assistance through this policy is made through each of the following means:
  - 5.2. Posting notices in a visible manner in locations where there is a high volume of patient traffic, such as billing offices, admitting offices, and AXZONS outpatient service settings.
  - 5.3. Including language on patient liability statements sent to patients indicating:
  - 5.3.1. AXZONS contact name and phone number that patients may call in order to gain information on AXZONS's Charity Care, reduced payment, and other financial assistance policies.
  - 5.4. Posting notice of the availability of assistance and contact names and phone numbers on AXZONS's web site and notices.
  - 5.5. Upon request, a full text copy of the Charity Care policy should be made available.
  - 5.6. Posting annually on the website or otherwise make available to the public on a reasonable basis:
    - 5.6.1. The costs of charity care provided.
  - 5.7. Internally this policy shall be made available to all AXZONS Employees by being posted on AXZONS's Intranet under Administrative Policies.
  - 5.8. Posted notices (as listed above) shall be in the primary language(s) of the service area and in a manner consistent with all applicable federal and state laws and regulations.



## **EXHIBIT: B**

### **Financial Assistance Application Form**

To be considered for financial assistance you **must provide** the following\* :

- " **A completed and signed Financial Assistance Application.**
- " **Proof of Income:** (Please provide each of the following or an explanation of why not provided)
  - " Federal Income Tax return(s) for your household for the most recent calendar year.
  - " Bank Statements for all bank accounts for the last 2 months
  - " Two (2) most recent pay stubs or a statement from your employer regarding your income.
    - " *If self employed*, please provide a copy of your last quarter's Business Financial Statement along with the previous year's Business Tax Return.
    - " Unemployment statement showing denial or eligibility and amount receiving.
  - " Written documentation of all forms of income. (i.e. trust funds, stock dividends, child support, alimony, social security, public assistance, food stamps, etc.)
    - " If you have not had any income for the past three (3) months or there has been a recent change in your financial situation you **must** include a statement or letter explaining your situation. If someone else is supporting you, they must sign the support statement on page 4 of the application.
- " **Identification:**
  - " Two forms of identification. (i.e. driver's license, government issued photo ID, social security card, birth certificate or pass-port)
- " **Any other information that demonstrates financial hardship or need for financial assistance.** (i.e. public assistance award or denial letters, letters of support, bank statements, etc)

\* If, for any reason, you cannot provide us the information requested, please attach a written statement explaining why you cannot provide this information.

Send completed applications and documentation to:

**Axzons HomeCare**

**Attn: Patient Access**

**OR**

**FAX:**

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Failure to submit all requested information may result in denial of your application. Applications should be returned within **14** days or requests may be denied.

Please note that if financial assistance is granted it will only cover your medical bills from our facility. It will not apply to the bills for other medical providers, hospitals or physicians unless they specifically agree to accept it.  
**PLEASE CONTACT THE OTHER MEDICAL PROVIDERS DIRECTLY TO INQUIRE ABOUT ASSISTANCE OPTIONS.**



When applying for financial assistance you are giving consent for us to make necessary inquiries to confirm financial obligations or references. If you have any questions, **please contact one of our financial counselors at** \_\_\_\_\_.

### Financial Assistance Application

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

#### Patient Information

Acct Number(s): \_\_\_\_\_ Total Amount Due: \_\_\_\_\_

Patient Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

Spouse or Guarantor Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Years/months at residence: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

#### Household Information

Member Name	Age	Relationship	Employer	Annual Gross Income
		SELF		\$
				\$
				\$
				\$
				\$

Total Family Size: \_\_\_\_\_ Total Dependents: \_\_\_\_\_ Total Household Income: \$ \_\_\_\_\_

#### Screening Information:

- ❖ Do you currently have health insurance? (Y/N) \_\_\_\_ If yes, please provide insurance info below:
  - Insurance Name: \_\_\_\_\_ ➢ Policy # \_\_\_\_\_
  - Group Name/Number: \_\_\_\_\_
- ❖ Have you had health insurance that has been terminated in the past 3 months? (Y/N) \_\_\_\_ If yes, complete the following:
  - What type of insurance? (i.e. Medicaid, BCBS, Tricare, etc.) \_\_\_\_\_
  - Reason for insurance termination? \_\_\_\_\_
  - Did you apply for cobra insurance coverage? (Y/N) \_\_\_\_ If so, when? \_\_\_\_\_
  - Former Employer Name: \_\_\_\_\_
- ❖ Are you active duty or retired military? (Y/N) \_\_\_\_ If so, are you eligible for VA Benefits? (Y/N) \_\_\_\_
- ❖ Have you applied for Medicaid or Disability? (Y/N) \_\_\_\_ If yes, complete the following:
  - When? \_\_\_\_\_ ➢ Where? \_\_\_\_\_
  - Caseworker? \_\_\_\_\_
  - Has your household or income status changed since you last applied? (Y/N) \_\_\_\_
- ❖ Were you a victim of a crime? (Y/N) \_\_\_\_ If yes, complete the following.

- Have you filed a Police Report? (Y/N)\_\_\_\_ (Must be filed within 72 hrs of incident)
  - Completed Victim of Crime application? (Y/N)\_\_\_\_
- ❖ If you have any other special circumstances which you would like us to consider when reviewing your application, please explain below:

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**Financial Assessment**

Account Number(s) \_\_\_\_\_  
 Patients Name \_\_\_\_\_ Date: \_\_\_\_\_

**Monthly Expenses**

Rent/Mortgage \$ \_\_\_\_\_  
 Utilities \$ \_\_\_\_\_  
 Food \$ \_\_\_\_\_  
 Cell Phone/Pager \$ \_\_\_\_\_

Cable \$ \_\_\_\_\_  
 Auto Loan \$ \_\_\_\_\_  
 Auto Insurance \$ \_\_\_\_\_  
 Loans \$ \_\_\_\_\_  
 Child Support \$ \_\_\_\_\_  
 Credit Cards (Min Payment) \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**Total Expenses** \$ \_\_\_\_\_

**TOTAL MONTHLY INCOME** \$ \_\_\_\_\_

**TOTAL MONTHLY EXPENSES** \$ \_\_\_\_\_

**AMOUNT AVAILABLE** \$ \_\_\_\_\_

**Assets**

Checking Account(s) \$ \_\_\_\_\_  
 Savings Account(s) \$ \_\_\_\_\_  
 Other Cash Assets \$ \_\_\_\_\_  
 Credit Cards (Available Credit) \$ \_\_\_\_\_

**Monthly Gross Income**

Employment Income \$ \_\_\_\_\_  
 Spouse Income \$ \_\_\_\_\_  
 Retirement Income \$ \_\_\_\_\_  
 Food Stamps \$ \_\_\_\_\_  
 Government Benefits \$ \_\_\_\_\_  
 Child Support \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_

**Total Income** \$ \_\_\_\_\_

**Patient/Guarantor Certification**

I, \_\_\_\_\_, CERTIFY the information I have provided is true and accurate to the best of knowledge. I understand that if I do not cooperate with AXZONS in supplying ANY additional requested information; my application may be denied for possible financial assistance. I understand that the information which I submit is subject to verification by the AXZONS, including credit reporting agencies, and subject to review by FEDERAL and/or STATE AGENCIES and others as required. I understand that this application pertains to AXZONS charges and not physician's charges. I understand that if any information I have given proves to be untrue, AXZONS will re-evaluate my financial status and take whatever action becomes appropriate. I am also aware that I am only applying for the accounts specified above, and that my financial status will have to be reevaluated and may require a new application for any/all future treatment I receive at AXZONS.

\_\_\_\_\_  
 Patient/Guarantor Signature

\_\_\_\_\_  
 Date

**\*\*\*For Office Use Only\*\*\***

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

Recommendation:

☐ Charity: \_\_\_\_\_ %

☐ Indigent

☐ Denied: Reason \_\_\_\_\_

Approved by:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_





### Additional Financial Documentation

(Only completed when applicable)

Account Number(s) \_\_\_\_\_

Patients Name \_\_\_\_\_ Date: \_\_\_\_\_

#### \_\_\_\_\_ **Support Statement:**

My signature will certify that I, \_\_\_\_\_, do provide all necessary essentials for living for the patient's behalf, and have done so for a period of \_\_\_\_\_ years / months.

\_\_\_\_\_  
Signature of Patient's Supporter

\_\_\_\_\_  
Relation to Patient

\_\_\_\_\_  
Date

#### \_\_\_\_\_ **Homeless Affidavit**

I, (PRINT NAME) \_\_\_\_\_ hereby certify that I am homeless, have no permanent address, no job, savings, or assets and no income other than donations from others.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### \_\_\_\_\_ **No Changes to Financial Status since Previous Application for Assistance**

I, (PRINT NAME) \_\_\_\_\_ hereby certify there have been no changes to my (nor my spouse's) financial status since my previous application for financial assistance from St. Mary's which was completed on \_\_\_\_\_. Please select of the following options:

- ☐ I am still being supported by another. They do provide all necessary essentials for living for my behalf, and have done so for a period of \_\_\_\_\_ years/months.
- ☐ I am still Homeless. I am homeless, have no permanent address, no job, savings, or assets and no income other than donations from others.
- ☐ There are no changes to my (or my spouse's) income or household size since my previous application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX K**

Supplemental Documentation re:  
Relationship to Health Care Delivery System

### **Community Linkage Plan**

## AXZONS COMMUNITY LINKAGE PLAN

**Objective:** To link the services of community healthcare systems with other related community services by various working agreements, referral arrangements to assure continuity of care focusing on coordinated, integrated systems which promote continuity rather than acute, episodic care.

**Axzon's Experience:** Axzon's team has years of experience dealing with the healthcare community partners by virtue of managing the homecare in New York and by being in the medical profession.

**Plan to introduce:** Axzon's will introduce itself in the community with all relevant healthcare community service providers, healthcare institutions and other relevant players to ensure efficient and effective utilization of services and care provided to the needy.

**Plan to Co-ordinate:** Axzon's will co-ordinate the plan to provide homecare services with all relevant healthcare community service providers, healthcare institutions and other relevant players. The outcome of co-ordination will help community partners provide homecare services to the patients in proposed areas as part of continuity of care from hospital to rehabilitation to home. This will help improve the healthcare of the community members, reducing the revisits to the hospitals for the same illnesses, in turn an efficient system helping cost effectiveness for providing care.


**Plan to Co-operate:** Axzon's will co-operate with all relevant healthcare community service providers, healthcare institutions and other relevant players to provide homecare services as part of continuity of care by getting involved with various referral arrangements and working relationships or agreements to ultimately focusing on improving the healthcare of the community members, reducing the revisits to the hospitals for the same illnesses, in turn an efficient system helping cost effectiveness for providing care.

**Commitment:** Axzon's will continuously work with other relevant community partners and stake holders towards developing a coordinated system of healthcare where care is provided continuously to members of the community for the betterment of the community members and providers.

## **APPENDIX L**

- 1) Continuous Quality Improvement Program;**
- 2) Admittance policy;**
- 3) Consumer Rights Policy;**
- 4) Charity Care and Indigent Care policy;**
- 5) Cultural diversity policy;**
- 6) Equal opportunity employment plans;**
- 7) Provision of information policy;**
- 8) Solicitation and Distribution policy; and**
- 9) Annual & Quarterly Quality Improvement Evaluations**

## **Axzon's Continuous Quality Improvement Program**

<b>Axzon's Health System Corporation</b> <b>Policies and Procedures</b>	
<b>Section 7: Quality and Risk Management</b>	
<b>Policy Title: Continuous Quality Improvement</b>	<b>Policy Number: 7.10</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 6</b>

## PURPOSE

1. To ensure that quality improvement processes and activities are regularly conducted for ongoing agency and client service improvement and,
2. to ensure adherence to federal and state regulations and Agency policies procedures and Standards of Conduct.

## POLICY

Axzon's Health System Corporation is committed to delivering quality services and promotes a philosophy of continuous quality improvement throughout. The Agency develops and implements quality improvement processes and activities, which are used to monitor performance and evaluate and improve the delivery of client services.

## DEFINITIONS


1. Continuous Quality Improvement  
Continuous Quality Improvement (CQI) is an organizational process in which personnel identify, plan, and implement ongoing improvements in service delivery. CQI provides a vital way to assess and monitor the delivery of services to ensure that they are consistent with an agency's policies & procedures and home care principles & best practices.

## PROCEDURES

1. The Manager/Administrator shall be responsible for establishing, maintaining and implementing a continuous quality improvement system/plan.
2. All employees shall:
  - i. be involved in CQI;
  - ii. receive orientation and training related to CQI; and,
  - iii. bear a responsibility for CQI.
3. Clients, families and employees shall be involved in decision-making, regarding quality improvement activities.
4. When issues are identified, employees shall be consulted and corrective action shall be taken to resolve the problem or issue.
5. Regular staff meetings shall be held and information shall be shared to ensure that an acceptable level of quality control is maintained.
6. The effectiveness of any corrective actions taken shall be evaluated by the Manager/Administrator, using feedback from everyone involved.

## Quality Control Measures



<b>Axzon's Health System Corporation</b> <b>Policies and Procedures</b>	
<b>Section 7: Quality and Risk Management</b>	
<b>Policy Title: Continuous Quality Improvement</b>	<b>Policy Number: 7.10</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 2 of 6</b>


7. Activities used in maintaining quality control shall include, but not be limited to, the following:
- a. Human Resource Management
    - i. All candidates for employment shall be carefully screened prior to hiring including conducting a criminal background check on them.
    - ii. Clients shall receive service and care from employees who have the necessary knowledge, training, experience, skills and qualifications to provide safe, ethical and effective service.
  - b. Supervision
    - i. All homecare workers shall be supervised on a regular basis, which includes in-home assessments of practical skills when delivering personal care services.
    - ii. Assessments shall be performed on a semi-annual basis and more frequently, if necessary.
  - c. In-home Visits
 

Supervisor shall make regular, in-home visits to all clients, who receive personal care, to:

    - i. review the service plan;
    - ii. determine effectiveness of service; and,
    - iii. determine client satisfaction with the services provided.
  - d. Client Satisfaction with Implemented Services
    - i. The *Client Satisfaction with Implemented Services* form shall be completed every 3 months to discuss the services being provided by the Agency and clients' satisfaction with these services.
    - ii. The information submitted shall be analyzed and corrective actions shall be taken if it is determined that changes are required to the services in place.
    - iii. Changes shall be documented and the *Care Plan* adjusted, as indicated.
  - e. Client Record/Documentation Audit
    - i. Supervisor shall review client records, prepared by the home care workers, to ensure that the client records are complete and that the services provided are consistent with the Agency's policies and procedures.
    - ii. Client records shall be reviewed on a quarterly basis
  - f. Review of Supervisor Reports
 

Administrator/Manager shall review Supervisor reports on a quarterly basis to ensure that employees are following the Agency's policies and procedures and that a high level of care is being maintained.
  - g. Client Complaints and Incident Reports



<b>Axzon's Health System Corporation</b> <b>Policies and Procedures</b>	
<b>Section 7: Quality and Risk Management</b>	
<b>Policy Title: Continuous Quality Improvement</b>	<b>Policy Number: 7.10</b>
	<b>Effective Date: 07/15/2017</b>
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	<b>Approved By: Director</b>
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Client Complaints and Incident Reports shall be reviewed on a regular basis to:

- i. ensure that quality control measures have been taken;
- ii. ensure that correct processes were followed; and,
- iii. measure staff judgment and performance against established standards.

All incidents and complaint shall be documented on a log, maintained in the Agency Office.

h. Customer Service Survey

- i. The *Customer Services Survey* shall initially be conducted within 90 days from the implementation of services and annually, thereafter.
- ii. The *Customer Service Survey* form shall be utilized to obtain feedback on clients' satisfaction with the Agency's Customer Service practices.
- iii. The information submitted shall be analyzed and corrective actions shall be taken if it is determined that customer services are in need of improvement

### Agency Audits


- 8. Agency audits shall be conducted by the Compliance Officer, who shall be properly trained, in accordance with audit specifications and acceptable auditing procedures.
- 9. The Agency Manager shall ensure Auditors are without conflict of interest.
- 10. Agency operations audits and impromptu audits shall be regularly scheduled and conducted to assess:
  - a. compliance with state and federal regulations;
  - b. compliance with Agency policies and procedures;
  - c. compliance with billing procedures;
  - d. adequacy of internal controls, including:
    - i. billing processes;
    - ii. cash receipts;
    - iii. payment postings;
    - iv. write-offs; and,
    - v. refunds.

### **False Claims and Fiscal Abuse Monitoring** (Refer to Policy: *Compliance with Federal Deficit Reduction & False Claims Acts*)

- 11. To ensure adherence to all related laws, regulations and Agency policies, the Compliance Officer/Designee is responsible for the ongoing monitoring of billings to Medicaid for fraud, abuse and/or false claims practices which:
  - a. are inconsistent with proper business, fiscal or medical practices;
  - b. result in the reimbursement of services that are not medically necessary;
  - c. result in unnecessary costs to Medicaid and Medicaid and,






<b>Axzon's Health System Corporation</b> <b>Policies and Procedures</b>	
<b>Section 7: Quality and Risk Management</b>	
<b>Policy Title: Continuous Quality Improvement</b>	<b>Policy Number: 7.10</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
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- d. fail to meet professionally recognized standards for health care.
- 12. At the end of each fiscal year, the Agency's shall conduct an internal audit to review:
  - a. accounts receivable,
  - b. delinquent accounts;
  - c. admissions;
  - d. payments;
  - e. reimbursements; and,
  - f. staff expenses.
- 13. The Audit Report shall include:
  - a. what was audited;
  - b. the names & positions of the individual(s) who conducted the audit;
  - c. date of audit;
  - d. notation of any issues;
  - e. investigation of any issues;
  - f. recommendations for corrective actions and follow-ups.
- 14. The Audit Report shall be submitted to the Agency Manager for:
  - a. further investigation of any issues, if indicted;
  - b. consideration of submitted recommendations; and,
  - c. provision of additional or different plans of action.
- 15. The Agency Manager shall sign all Audit Reports to acknowledge he/she has reviewed the report.
- 16. Investigations
  - a. The Compliance Officer shall coordinate the investigation with the appropriate Supervisor.
  - b. Any violations discovered shall be reported to the Agency Manager and/or the Agency's Board of Directors.
  - c. If indicated, reports of violations, including self-reporting, shall be made to the appropriate authority including:
    - i. the Office of the Inspector General;
    - ii. Centers for Medicaid and Medicare Services;
    - iii. Medicare Approved Contractors and/or,
    - iv. State Department of Inspection and Appeals.
- 17. Corrective Actions
  - a. If an Internal investigation discovers that a violation has occurred then corrective actions shall be initiated, to:
    - i. make prompt restitution of any overpayment amounts; and,



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- ii. implement changes to prevent a similar reoccurrence of the violation;
- b. Depending on the severity and frequency of the violation(s), consequences applied to the individual(s) involved may include:
  - iii. re-training,
  - iv. discipline, up to and including termination of employment or contract;
  - v. prosecution by law.
- 18. Record Maintenance
  - a. Records shall be maintained for:
    - i. all internal audits conducted;
    - ii. investigation conducted on offenses detected;
    - iii. corrective actions taken; and,
    - iv. follow-up reports on effectiveness of corrective actions.
  - b. All Internal Agency Audit Reports and related records shall be maintained in the Agency Office and shall be made available for mandatory audits by outside authorities.
- 19. Manager/Administrator shall be responsible for ensuring that all external regulatory standards and all relevant local/state/federal legislation/guidelines are complied with.

## **GUIDELINES**

1. The following model (PDCA) may be used for continuous quality improvement. The *plan-do-check-act* cycle (see below) is a four-step model for carrying out improvement/change and shall be repeated again and again for continuous quality improvement:
  - a. Plan: Recognize an activity, event, procedure etc. that requires improvement and plan the solution/process, which will achieve the desired outcome
  - b. Do: Test the solution/process.
  - c. Check: Measure and review the results.
  - d. Act: Take action by implementing the improved solution. If the solution does not work, repeat the process again with a different solution/process.



Plan-Do-Check-Act Cycle

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2. Evidence of quality improvements shall include, but not be limited to, the following:
  - a. service delivery has improved;
  - b. documentation has improved;
  - c. clients are more informed and satisfied;
  - d. screening and hiring practices have improved;
  - e. liability and risk is reduced;
  - f. safety and well being of staff, clients and family have improved; and,
  - g. staff training has improved.

#### **CROSS-POLICY REFERENCES**

1. Compliance
2. Compliance with Federal Deficit Reduction & False Claims Acts
3. Billings and Receivables
4. Pre-employment Background Checks
5. Performance Appraisals
6. Client Satisfaction Review

#### **FORMS**


1. Incident Report
2. Client Satisfaction with Implemented Services
3. Customer Service Survey

#### **REFERENCES**

1. Federal Deficit Reduction Act of 2005, Section 6032
2. False Claims Act



**Axzon's Admittance and  
Readmittance of Clients Policy**

<b>Axzon's Homecare Ltd.</b> <b>Policies and Procedures</b>	
<b>Section 3: Service Delivery &amp; Client Care</b>	
<b>Policy Title: Admittance &amp; Re-Admittance of Clients</b>	<b>Policy Number: 3.10.30</b>
	<b>Effective Date: 11/21/2022</b>
	<b>Revision Date: 12/01/2022</b>
	<b>Approved By: Director</b>
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### PURPOSE

1. To ensure that the Agency only admits clients whose care needs can be met safely at home, as determined primarily through an in-home assessment.
2. To outline the conditions and process for admitting individuals, as clients of the Agency.
3. To outline conditions and criteria for re-admitting clients who have been discharged or transferred from the Agency.


### POLICY for ADMITTING CLIENTS

Axzon's Homecare Ltd. utilizes the following standards for accepting individuals as clients:

1. The Agency shall accept referrals from almost any source including, but not limited to individuals, families, neighbors, hospitals, community organizations, home health agencies, physicians, third party payors, Veterans Organizations and Social Services
2. **The Agency's medical staff should have privileges allowing a reasonable acceptance of referrals of Medicaid patients, PeachCare patients, and all other patients who are unable to pay all or a portion of their healthcare costs.**
3. Referral sources shall provide the following information when making a referral to this Agency:
  - a. potential client's name, address and telephone number;
  - b. physician's name and address;
  - c. medical diagnosis;
  - d. type of level of service needed;
  - e. referral source's name, title and phone number; and,
  - f. name and telephone number of primary caregiver and emergency contact, if other than the primary caregiver.
4. The Agency shall conduct an assessment before accepting individuals as clients.
5. The Agency shall not discriminate on the basis of religion, race, color, creed, sex, age, handicap, sexual orientation, communicable disease or place of national origin, in its admittance of individuals as clients.
6. The Agency shall be qualified and/or licensed to provide the services required in a safe, efficient and responsible manner.
7. The Agency shall have a sufficient number of qualified personnel and resources to meet a potential client's requested/needed services.
8. The services requested/needed fall within the Agency's scope of services.
9. The Agency may contract services out to qualified individuals and/or other agencies.



10. Clients shall reside within the geographical area served by the Agency.
11. The potential client's home environment shall be adequate for safe and effective care.
12. The potential client shall be willing and able to function at home with required services in place.

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13. The potential client's family/caregiver(s)/pertinent other(s) shall be willing to accept in-home services and be willing, able and available to participate in the care.
14. Potential clients with medical problems shall be under the care of a physician or shall be willing to seek care from a physician for medical supervision purposes.
15. Individuals, diagnosed with active pulmonary tuberculosis shall be evaluated for admittance only if the following conditions are met prior to the assessment:
  - a. The infected individual has been on an anti-tuberculin regime for at least 2 weeks.
  - b. The infected individual shows clinical improvement.
  - c. The infected individual has had 3 consecutive samples that are AFB negative.
16. The potential client shall have the financial means to pay for services, either through state/federal assistance programs, private insurance or personal assets.
17. The Agency shall reserve the right to refuse service to anyone who does not meet the admittance criteria.
18. The potential client/representative shall be given the opportunity to either accept or refuse services.
19. The potential client/representative shall sign the required forms indicating acceptance of services.
20. Refusal of any or all identified service needs shall be documented on the assessment form and recorded in a service refusal log.

#### **PROCEDURES for ADMITTING CLIENTS**

1. In-home evaluations shall be conducted in a timely fashion following a request for service.
2. Supervisor shall evaluate a potential client's/representative's request for services prior to accepting an individual as a client.
3. The evaluation shall be comprehensive enough to determine the ability of the Agency to meet the requests and needs based on the Agency's overall service capability.
4. The identified needs/problems shall be reviewed with the potential client/representative to determine the services required and the ability of the Agency to meet the potential client's requests/needs.
5. If the Agency can provide the services, the potential client/representative shall be provided with all the necessary information/material in order to make an informed decision.
6. Supervisor shall document that the above information has been given to the potential client/representative.
7. The potential client/representative, after review, shall be given the opportunity to either accept or refuse services.





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8. If a potential client is accepted for service, a *Service Plan* shall be developed jointly with the potential client/representative and a written *Service Agreement* shall be signed by the potential client/representative and the Supervisor.
9. A copy of the *Service Plan* and the *Service Agreement* shall be given to the client and the originals shall be placed in the client's record.

### **POLICY for RE-ADMITTING CLIENTS**

It is the policy of Axzon's Health System Corporation to determine if individuals may be re-admitted as Agency clients and if service to them may be reinstated by conducting one or more of the following:

1. the completion of another General Needs Assessment;
2. a review of the Progress Summary Notes; or,
3. an update of the Service Plan/Care Plan which shall:
  - a. show new or revised goals and interventions; and,
  - b. specify a timeline for follow-up and evaluation.

### **PROCEDURES FOR RE-ADMITTING CLIENTS**

1. Supervisor shall review the reasons client was discharged or transferred initially and determine what changes have occurred, which may justify re-admittance.
2. Supervisor shall conduct another General Needs Assessment and determine if the Agency can meet current needs.
3. Supervisor shall develop Service Plan/Care Plan with input from the client/client's representative/family.
4. Supervisor shall apply the policies and procedures, which are addressed in the *Agency's Service Delivery Process* section, in respect to managing the case and completing the required forms.

### **SCOPE**


This policy applies to all members of the Agency workforce including, but not limited to, employees, medical staff, volunteers, students, physician office staff, and other persons performing work for or at Agency.

### **CROSS POLICY REFERENCES**

1. Provision of Information
2. Service Plan
3. Service Agreement






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### FORMS

1. Service Plan
2. Service Agreement

## Axzon's Consumer Rights Policy

<b>Axzens Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
<b>Section 3: Service Delivery and Client Care</b>	
<b>Policy Title: Client/Consumer Rights</b>	<b>Policy Number: 3.41</b>
	<b>Effective Date: 11/21/2022</b>
	<b>Revision Date: 12/01/2023</b>
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## PURPOSE

1. To ensure clients are aware of their rights;
2. To ensure compliance with applicable laws; and,
3. To ensure that staff are educated about and respectful of client's rights when delivering services.

## APPLICATION

This policy applies to Clients/ Consumers of Axzens Homecare Ltd. and defines their rights.

## DEFINITIONS

### Client

For purposes of this policy a client is a consumer or other individual or entity who uses services delivered by Axzens Homecare Ltd.

## POLICY


Pursuant to Ga. Comp. R. & Regs. 111-2-2-.32(3)(2)(1)(1) Axzens Homecare Ltd. has established written policies regarding the rights of the patient and developed procedures implementing such. These rights, policies and procedures afford each patient the right to:

- (1) be informed of these rights, and the right to exercise such rights, in writing prior to the initiation of care, as evidenced by written documentation in the clinical record;
- (2) be given a statement of the services available by the agency and related charges;
- (3) be advised before care is initiated of the extent to which payment for agency services may be expected from any third party payors and the extent to which payment may be required from the patient.
  - (i) The agency shall advise the patient of any changes in information provided under this paragraph or paragraph (2) of this subdivision as soon as possible, but no later than 30 calendar days from the date the agency becomes aware of the change.
  - (ii) All information required by this paragraph shall be provided to the patient both orally and in writing;
- (4) **be informed that the agency prohibits the exclusion of services to any patient on the basis of age, disability, gender, race, or ability to pay.**
- (5) be informed of all services the agency is to provide, when and how services will be provided, and the name and functions of any person and affiliated agency providing care and services;
- (6) participate in the planning of his or her care and be advised in advance of any changes to

the plan of care;

Item #2.



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(7) refuse care and treatment after being fully informed of and understanding the consequences of such actions;

(8) be informed of the procedures for submitting patient complaints;

(9) voice complaints and recommend changes in policies and services to agency staff, the Georgia State Department of Community Health or any outside representative of the patient's choice. The expression of such complaints by the patient or his/her designee shall be free from interference, coercion, discrimination or reprisal;

(10) submit patient complaints about the care and services provided or not provided and complaints concerning lack of respect for property by anyone furnishing service on behalf of the agency, to be informed of the procedure for filing such complaints, and to have the agency investigate such complaints in accordance with the provisions.

The agency is also responsible for notifying the patient or his/her designee that if the patient is not satisfied by the response the patient may complain to the Department of Community Health's Office of Health Systems Management;

(11) be treated with consideration, respect and full recognition of his/her dignity and individuality; and

(12) privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside the agency except in the case of the patient's transfer to a health care facility, or as required by law or third-party payment contract.


(b) The governing authority shall make all personnel providing patient care services on behalf of the agency aware of the rights of patients and the responsibility of personnel to protect and promote the exercise of such rights.

(c) If a patient lacks capacity to exercise these rights, the rights shall be exercised by an individual, guardian or entity legally authorized to represent the patient.

## PROCEDURES

- Supervisor/Alternate and client/client's representative shall review the Rights & Responsibilities of Client & Agency with the client/client's representative during the initial assessment and obtain the required signatures.
- A copy of the signed *Rights & Responsibilities of Client & Agency* form shall be given to the client prior to the commencement of services. The original shall be placed in the client's file.
- Supervisor shall make a notation in the client's record that:
  - the *Rights & Responsibilities of Client & Agency* form was reviewed with the client/client's representative;
  - the required signatures were obtained;
  - a copy of the *Rights & Responsibilities of Client & Agency* form was left in the client's home; and,



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4. Should the client not understand his/her “Rights” the Supervisor/alternate shall document the lack of understanding in the client’s record and give the reason why it was not understood. If the client’s representative or someone else in the home is able to comprehend the details, the Supervisor/Alternate shall document this information.

### Client Rights


The Agency’s form (*Rights & Responsibilities of Client & Agency*) shall include the following client rights. i.e. The client’s rights to:

1. be informed of these rights, and the right to exercise such rights, in writing prior to the initiation of care, as evidenced by written documentation in the clinical record;
2. be given a statement of the services available by the Agency and related charges;
3. **be informed that the agency accepts all patients including financially indigent, medically indigent, Medicaid, PeachCare and Medicare Patients.**
4. **be advised before care is initiated of the extent to which payment for agency services may be expected from any third party payors (private pay, Commercial insurance as well as Medicaid, PeachCare and Medicare) and the extent to which payment may be required from the patient.**
  - (i) The agency shall advise the patient of any changes in information provided under this paragraph or paragraph (2) of this subdivision as soon as possible, but no later than 30 calendar days from the date the agency becomes aware of the change.
  - (ii) All information required by this paragraph shall be provided to the patient both orally and in writing;
5. be informed of all services the agency is to provide, when and how services will be provided, and the name and functions of any person and affiliated agency providing care and services;
6. participate in the planning of his or her care and be advised in advance of any changes to the plan of care;
7. refuse care and treatment after being fully informed of and understanding the consequences of such actions;
8. be informed of the procedures for submitting patient complaints;
9. voice complaints and recommend changes in policies and services to agency staff, the Georgia State Department of Health or any outside representative of the patient's choice. The expression of such complaints by the patient or his/her designee shall be free from interference, coercion, discrimination or reprisal;
10. submit patient complaints about the care and services provided or not provided and complaints concerning lack of respect for property by anyone furnishing service on behalf of the agency, to be informed of the procedure for filing such complaints.

11. Be notified if the patient is not satisfied by the response the patient may complain to the Department of Community Health's Office of Health Systems Management;
12. The address for the complaints to DCH to be provided to patients is





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13.

**Department of Community Health**  
**2 Peachtree Street, NW**  
**Atlanta, GA 30303**  
**800-657-6442**


14. be treated with consideration, respect and full recognition of his/her dignity and individuality; and
15. privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside the agency except in the case of the patient's transfer to a health care facility, or as required by law or third-party payment contract.
16. **Prohibit exclusion of service and be dealt with without regard to race, color, age, sex, sexual orientation, creed, religion, disability and familial/cultural factors, or ability to pay.**
17. receive complete information about his/her health and recommended treatments, as developed jointly with this Agency;
18. provided with information on alternative services that may be available;
19. participate in a referral to another service provider or a health care institution;
20. refuse to participate in experimental research;
21. receive reasonable notice of any changes in their service, within an agreed upon amount of time, prior to the changes place
22. be informed of the cost of services and procedures and to be informed of all changes in services, procedures and fees, as they occur;
23. refuse services or treatment and be informed of the consequences of that refusal;
24. be free from mental, verbal, sexual and physical abuse, neglect, involuntary seclusion and exploitation;
25. receive privacy and confidentiality with regard to their health, social, and financial circumstances and what takes place in their homes, in accordance with laws and Agency policies;
26. receive confidential treatment of their personal and medical records;
27. approve or refuse the release of their personal or medical records to any individual/entity other than the Agency except when client records are transferred to another service provider or a health facility or as otherwise authorized by law;
28. make suggestions or complaints or present grievances to the Agency, government agencies or other entities or individuals without fear of the threat of retaliation.
29. receive a prompt response, through an established complaint or grievance procedure, to any complaints, suggestions or grievances they may have;



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30. access procedures for making complaints to the:
  - a. authority responsible for health quality;
  - b. Adult Protective Services Program of the local Department of Social Services, if the client is an adult;
  - c. The Child Protective Services Program of the local Department of Social Services, if the client is a child.
31. cared for by qualified, competent and trained personnel;
32. be taught the procedures used to provide care required, to enhance the client's ability to provide as much self-care as possible;
33. designate an individual of the client's choice, to receive instruction on care procedures, which are provided to the client, in order that the designated individual can assist the client as much as possible;
34. have full access to the information regarding their health condition and their care records maintained by this Agency, to the extent required by law;
35. be spoken to or communicated with in a manner or language they can understand;
36. speak freely without fear;
37. have their homes and property treated with respect;
38. be free from involuntary confinement, and from physical or chemical restraints;
39. be free from any actions that would be interpreted as being abusive. e.g. intimidation, physical/sexual/verbal/mental/emotional/material or financial abuse, etc.;
40. report all instances of potential abuse, neglect, exploitation, involving any employee of the Agency, to the *Elder Abuse Hotline*;
41. express complaints verbally or in writing about services or care that is or is not furnished, or about the lack of respect for your person or property by anyone who is furnishing services on behalf of the Agency;
42. be informed of procedures for initiating complaints about the delivery of service or resolving conflict, without fear of reprisal or retaliation;
43. be informed of the laws, regulations and policies of the Agency including:
  - a. *Code of Ethics*;
  - b. *Unstable Health Conditions*;
  - c. *Withdrawal/Termination of Services*; AND,
  - d. others, as required/requested.
44. be provided with the name, certification and staff position of all persons supplying, staffing or supervising the care and services you receive;
45. be informed of where ownership lies for any equipment/supplies provided in the provision of services;
46. receive written information on the care plan, including the names of Care Aide(s), & Supervisor assigned and the Agency's phone number;



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47. provide input on which Care Aide they want and request a change of Care Aide, if desired;
48. be briefed on any procedure/treatment before it is carried out in order that they can give informed consent;
49. receive regular nursing supervision of the Care Aide, if medically-related personal care is needed;
50. be given written documentation on the Agency's Advance Directives Policy;
51. to die with dignity;
52. be informed, within a reasonable amount of time, of the Agency's plans to terminate the care or service and/or their intention to transfer their care to another agency; and,
53. have their family or legal representative exercise the client's rights when the legal representative is legally authorized to do so

#### **CROSS-POLICY REFERENCES**

1. Client & Agency Responsibilities
2. Advance Directives
3. Standards of Conduct & Work Ethics
4. Complaints/Compliments
5. Unstable Health Conditions
6. Withdrawal/Termination of Services
7. Service Plan
8. Service Agreement
9. Privacy & Confidentiality

#### **REGULATORY REFERENCE**

This policy has a regulatory reference to Ga. Comp. R. & Regs. 111-2-2-.32(3)(2)(1)(1)

#### **RESPONSIBLE PARTY**


1. Supervisor Client's services is responsible for adhering to this policy's directives.
2. Manager Client's Services

#### **FORMS**

1. Rights & Responsibilities of Client & Agency of Client & Agency



## Axzon's Indigent and Charity Care Policy

<b>Axzon's HomeCare Policies and Procedures</b>	
<b>Section 4: Patient Access Services</b>	
<b>Policy Title: Indigent and Charity Care</b>	<b>Policy Number:</b>
	<b>Effective Date:</b>
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**PURPOSE:**

The purpose of this policy is to establish guidelines for Charity Care for patients of Axzon's Health System Corporation ("AXZONS") who incur significant financial burden as a result of the amount they are expected to owe "out-of-pocket" for acute care health care services.

In addition, this policy provides administrative and accounting guidelines for the identification, classification and reporting of patients as Charity Care as distinguished from Bad Debts.

**POLICY STATEMENT:**

Charity Care is provided to a patient with a demonstrated inability to pay. Charity adjustments may only be granted to patients receiving non-elective care. A patient is eligible for Charity Care consideration based upon meeting certain income eligibility criteria as established by the Federal Poverty Income Guideline Sliding Scale. Charity Care represents health care services that are/were provided but never expected to result in payments. As a result, Charity Care does not qualify for recognition as receivable or net patient revenue in the financial statements.

Charity Care may include unpaid coinsurance and deductibles. Bad Debt is payment not received for service rendered for which payment was anticipated and services were provided in good faith. Bad Debt patients do not meet the criteria for Charity Care, that is, they are considered able to pay but unwilling to satisfy their outstanding obligations.

Charity Care data reporting for services provided is based on charges incurred during the patients visit/encounter.

AXZONS proactively makes reasonable efforts to determine whether a patient is eligible for financial assistance before engaging in any collection activities. AXZONS has established respectful and effective procedures for addressing the needs of those persons who are unable to pay for all or most of their care. In order to preserve the dignity of these persons and to facilitate the process of securing necessary information, AXZONS performs financial screening upon scheduling for diagnostic imaging procedures. Patients who represent

increased financial risk as a result of the amount they are expected to owe “out-of-pocket” are referred to a Financial Counselor for assistance in applying for alternative payment programs (e.g., Medical Assistance) determining Charity Care eligibility, establishing payment plans or other financing arrangements.

Patients with insurance should not have their patient liability unpaid balance, coinsurance, deductible or non-covered service written-off to Charity Care unless financial hardship can be proven.

The need for Charity Care is a sensitive and personal issue for recipients and needs to be addressed with reverence for those who are in need. Confidentiality of information and individual dignity shall be maintained for all that seek charitable services.

AXZONS provides medically necessary care to all regardless of ability to pay. Partial and/or full Charity Care is based on the individual’s ability to pay.

#### **PROCEDURE:**

1. **Eligibility Criteria:** Excluded from coverage are any third parties who may be liable for payment for services.

- 1.1. **Charity Care Application: (See Exhibit B)**

- 1.1.1. Any individual who indicates the financial inability to pay a bill for a medically necessary service shall be evaluated for Charity Care assistance.
- 1.1.2. The Statement of Financial Condition (Exhibit B) is used to document each patient’s overall financial situation. This application should be available in the primary language(s) of the service area.
- 1.1.3. Credit reports may be used, when appropriate, to verify an individual’s financial circumstances.
- 1.1.4. A patient’s employment status and earning capacity is taken into consideration when evaluating a Charity Care request.
- 1.1.5. The data used in making a determination concerning eligibility for Charity Care should be verified.
- 1.1.6. Once a determination has been made a notification form is provided to each applicant advising them of the decision.

- 1.2. **Full Charity Care: 100% Discount**

- 1.2.1. A patient whose household income (as calculated on the Statement of Financial Condition) is equal to or less than 200% of the most recent Federal Poverty Guidelines (FPG) qualifies for a Full Charity Care discount.
- 1.2.2. For the purposes of State reporting, a patient whose household income is equal to or less than 125% of the most recent FPG is categorized as Indigent Care.

- 1.3. **Partial Charity Care:**

- 1.3.1. A patient whose household income is greater than 200% and less than 400% of the most recent FPG qualifies for a Partial Charity Care discount and are determined each year by the Accounting department.
- 1.3.2. Flexible, interest-free payment plans are available (e.g., extended payment terms), as appropriate.

#### **1.4. Catastrophic Charity Care:**

- 1.4.1. In order to qualify for Catastrophic Charity Care Circumstances, the patient's Allowable Medical Expenses must exceed 40% of household income as described below:
- 1.4.2. AXZONS multiplies the household income as defined in Section L by 40%
- 1.4.3. AXZONS determines the patient's Allowable Medical Expenses.
- 1.4.4. AXZONS compares 40% of the household income as defined in Section L to the total amount of the patient's Allowable Medical expenses. If the total of the Allowable Medical Expenses is greater than 40% of the household income and/or assets, then the patient meets the Catastrophic Charity Care qualification. AXZONS subtracts 40% of the household income and/or assets from the Allowable Medical Expenses to determine the amount by which the Allowable Medical Expenses exceed the available income and/or assets; this amount is then eligible for a Charity Care write-off.

#### **1.5. Special Circumstances:**

- 1.5.1. Deceased patients without an estate or third party coverage are eligible for Charity Care.

#### **1.6. Governmental Assistance:**

- 1.6.1. In determining whether each individual qualifies for Charity Care, other county or governmental assistance programs should also be considered. Many applicants are not aware that they may be eligible for assistance such as Medicaid, Healthy Families Program, Victims of Crime, State Children Services, etc.
- 1.6.2. Persons eligible for programs such as Medicaid but whose eligibility status is not established for the period during which the medical services were rendered, should be granted Charity Care for those services. AXZONS will make the granting of charity contingent upon applying for governmental assistance. Patients are required to complete a Medicaid application.

#### **1.7. AXZONS Collection Efforts:**

- 1.7.1. Accounts with applications pending for Charity Care or other assistance programs are held until the outcome of the application. A "pending charity approval" is defined as an application that has been fully completed by the patient, submitted and is in the process of being determined for eligibility.
- 1.7.2. It is acceptable (but not preferable) to take an account through the full collection cycle and later reclassify it as Charity Care, as long as a consistent process is followed and a legitimate basis exists that the patient is unable to pay. For example, self-pay accounts written-off and sent to Bad Debt, reclassifying the account to Charity Care may be considered on the basis of all of the following factors:
  - 1.7.3. No third party coverage or inadequate coverage exists
  - 1.7.4. No payments are recorded on the account
  - 1.7.5. The patient/guarantor was billed a minimum of 4 times
  - 1.7.6. Verifiable income and/or assets are provided by the patient and include all household adults.

### **1.8. Collection Agency:**

- 1.8.1. In some cases, a patient eligible for Charity Care may not have been identified prior to initiating external collection action. Accordingly, each collection agency engaged should be made aware of the policy on Charity Care. This allows the agency to report amounts that they have determined to be uncollectible due to the inability to pay in accordance with the Charity Care eligibility guidelines.
- 1.8.2. Collection agencies shall not, in dealing with the uninsured patients at or below the 400% Federal Poverty Level, use or threaten to use wage garnishments or liens on primary residences as a means of collecting on unpaid AXZONS bills. AXZONS must specifically authorize institutional litigation. This does not preclude agencies from pursuing reimbursement from third-party liability settlements.
- 1.8.3. If a collection agency identifies special circumstances demonstrating a particular patient as being unable (versus unwilling) to pay their bill, their liability may be considered Charity Care, even if they were originally classified as a Bad Debt. The patient should be reclassified to Charity Care.

### **1.9. Eligibility Period:**

- 1.9.1. The eligibility period is the year in which financial statements provided from patients meet charity care guidelines and care was received. If financial income or insurance status changes for the year the services incurred, the patient may become ineligible for charity as the guidelines may not be met.

### **1.10. Time Requirements for Determination:**

- 1.10.1. While it is desirable to determine the amount of Charity Care for which a patient is eligible as close to the time of service as possible, there is no rigid limit on the time when the determination is made. In some cases, eligibility is readily apparent and a determination can be made before, on, or soon after the date of service. In other cases, it can take investigation to determine eligibility, particularly when the patient has limited ability or willingness to provide needed information. Every effort should be made to determine a patient's eligibility for Charity Care at the earliest reasonable date.

### **1.11. Definition of Income:**

- 1.11.1. Annual earnings and cash benefits from all sources before taxes, less payments made for alimony and child support. Proof of earnings may be determined by annualizing pay at current earning rates. Bank Accounts and open available lines of credit are considered income.

## **2. Accounting for Charity Care:**

- 2.1.1. Charity Care write-offs are accounted for in separate Deduction from Revenue general ledger accounts. One account should be used to track Charity Care given under the Full and Partial Charity Care provision; the other account should be used to track Charity Care given under the catastrophic coverage component. This allows tracking and monitoring of the amount and type of Charity Care being granted. The transaction codes used for accounting for Charity Care and their mapping to the General Ledger must be reviewed annually to ensure accuracy.

## **3. Roles and Responsibilities:**

- 3.1.1. A collaborative review between the Vice President and the Chief Financial Officer shall be made of this policy annually. Approval and reporting to the local Board occurs to ensure oversight and accountability.
- 3.1.2. It shall be the responsibility of Patient Financial Services for the day-to-day administration of this policy.
- 4. **Recordkeeping:**
  - 4.1.1. Records relating to potential Charity Care patients must be readily obtainable. Consideration should be given to maintaining a central file of the Statement of Financial Condition and other Charity Care summary forms if they are otherwise not readily accessible.
  - 4.1.2. In addition, notes relating to the Charity Care application and approval or denial should be entered on the patient's account.
- 5. **Public Notice and Posting:**
  - 5.1. Public notice of the availability of assistance through this policy is made through each of the following means:
  - 5.2. Posting notices in a visible manner in locations where there is a high volume of patient traffic, such as billing offices, admitting offices, and AXZONS outpatient service settings.
  - 5.3. Including language on patient liability statements sent to patients indicating:
  - 5.3.1. AXZONS contact name and phone number that patients may call in order to gain information on AXZONS's Charity Care, reduced payment, and other financial assistance policies.
  - 5.4. Posting notice of the availability of assistance and contact names and phone numbers on AXZONS's web site and notices.
  - 5.5. Upon request, a full text copy of the Charity Care policy should be made available.
  - 5.6. Posting annually on the website or otherwise make available to the public on a reasonable basis:
    - 5.6.1. The costs of charity care provided.
  - 5.7. Internally this policy shall be made available to all AXZONS Employees by being posted on AXZONS's Intranet under Administrative Policies.
  - 5.8. Posted notices (as listed above) shall be in the primary language(s) of the service area and in a manner consistent with all applicable federal and state laws and regulations.





## **EXHIBIT: B**

### **Financial Assistance Application Form**

To be considered for financial assistance you **must provide** the following\* :

- " **A completed and signed Financial Assistance Application.**
- " **Proof of Income:** (Please provide each of the following or an explanation of why not provided)
  - " Federal Income Tax return(s) for your household for the most recent calendar year.
  - " Bank Statements for all bank accounts for the last 2 months
  - " Two (2) most recent pay stubs or a statement from your employer regarding your income.
    - " *If self employed*, please provide a copy of your last quarter's Business Financial Statement along with the previous year's Business Tax Return.
    - " Unemployment statement showing denial or eligibility and amount receiving.
  - " Written documentation of all forms of income. (i.e. trust funds, stock dividends, child support, alimony, social security, public assistance, food stamps, etc.)
    - " If you have not had any income for the past three (3) months or there has been a recent change in your financial situation you **must** include a statement or letter explaining your situation. If someone else is supporting you, they must sign the support statement on page 4 of the application.
- " **Identification:**
  - " Two forms of identification. (i.e. driver's license, government issued photo ID, social security card, birth certificate or pass-port)
- " **Any other information that demonstrates financial hardship or need for financial assistance.** (i.e. public assistance award or denial letters, letters of support, bank statements, etc)

\* If, for any reason, you cannot provide us the information requested, please attach a written statement explaining why you cannot provide this information.

Send completed applications and documentation to:

**Axxons HomeCare**

**Attn: Patient Access**

**OR**

**FAX:**

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Failure to submit all requested information may result in denial of your application. Applications should be returned within **14** days or requests may be denied.

Please note that if financial assistance is granted it will only cover your medical bills from our facility. It will not apply to the bills for other medical providers, hospitals or physicians unless they specifically agree to accept it.

**PLEASE CONTACT THE OTHER MEDICAL PROVIDERS DIRECTLY TO INQUIRE ABOUT ASSISTANCE OPTIONS.**



When applying for financial assistance you are giving consent for us to make necessary inquiries to confirm financial obligations or references. If you have any questions, **please contact one of our financial counselors at** \_\_\_\_\_.

### Financial Assistance Application

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

#### Patient Information

Acct Number(s): \_\_\_\_\_ Total Amount Due: \_\_\_\_\_

Patient Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

Spouse or Guarantor Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Years/months at residence: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

#### Household Information

Member Name	Age	Relationship	Employer	Annual Gross Income
		SELF		\$
				\$
				\$
				\$
				\$

Total Family Size: \_\_\_\_\_ Total Dependents: \_\_\_\_\_ Total Household Income: \$ \_\_\_\_\_

#### Screening Information:

- ❖ Do you currently have health insurance? (Y/N) \_\_\_\_ If yes, please provide insurance info below:
  - Insurance Name: \_\_\_\_\_ ➢ Policy # \_\_\_\_\_
  - Group Name/Number: \_\_\_\_\_
- ❖ Have you had health insurance that has been terminated in the past 3 months? (Y/N) \_\_\_\_ If yes, complete the following:
  - What type of insurance? (i.e. Medicaid, BCBS, Tricare, etc.) \_\_\_\_\_
  - Reason for insurance termination? \_\_\_\_\_
  - Did you apply for cobra insurance coverage? (Y/N) \_\_\_\_ If so, when? \_\_\_\_\_
  - Former Employer Name: \_\_\_\_\_
- ❖ Are you active duty or retired military? (Y/N) \_\_\_\_ If so, are you eligible for VA Benefits? (Y/N) \_\_\_\_
- ❖ Have you applied for Medicaid or Disability? (Y/N) \_\_\_\_ If yes, complete the following:
  - When? \_\_\_\_\_ ➢ Where? \_\_\_\_\_
  - Caseworker? \_\_\_\_\_
  - Has your household or income status changed since you last applied? (Y/N) \_\_\_\_
- ❖ Were you a victim of a crime? (Y/N) \_\_\_\_ If yes, complete the following.

- Have you filed a Police Report? (Y/N)\_\_\_\_ (Must be filed within 72 hrs of incident)
  - Completed Victim of Crime application? (Y/N)\_\_\_\_
- ❖ If you have any other special circumstances which you would like us to consider when reviewing your application, please explain below:

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**Financial Assessment**

Account Number(s) \_\_\_\_\_  
 Patients Name \_\_\_\_\_ Date: \_\_\_\_\_

**Monthly Expenses**

Rent/Mortgage \$ \_\_\_\_\_  
 Utilities \$ \_\_\_\_\_  
 Food \$ \_\_\_\_\_  
 Cell Phone/Pager \$ \_\_\_\_\_

Cable \$ \_\_\_\_\_  
 Auto Loan \$ \_\_\_\_\_  
 Auto Insurance \$ \_\_\_\_\_  
 Loans \$ \_\_\_\_\_  
 Child Support \$ \_\_\_\_\_  
 Credit Cards (Min Payment) \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**Total Expenses** \$ \_\_\_\_\_

**TOTAL MONTHLY INCOME** \$ \_\_\_\_\_

**TOTAL MONTHLY EXPENSES** \$ \_\_\_\_\_

**AMOUNT AVAILABLE** \$ \_\_\_\_\_

**Assets**

Checking Account(s) \$ \_\_\_\_\_  
 Savings Account(s) \$ \_\_\_\_\_  
 Other Cash Assets \$ \_\_\_\_\_  
 Credit Cards (Available Credit) \$ \_\_\_\_\_

**Monthly Gross Income**

Employment Income \$ \_\_\_\_\_  
 Spouse Income \$ \_\_\_\_\_  
 Retirement Income \$ \_\_\_\_\_  
 Food Stamps \$ \_\_\_\_\_  
 Government Benefits \$ \_\_\_\_\_  
 Child Support \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_

**Total Income** \$ \_\_\_\_\_

**Patient/Guarantor Certification**

I, \_\_\_\_\_, CERTIFY the information I have provided is true and accurate to the best of knowledge. I understand that if I do not cooperate with AXZONS in supplying ANY additional requested information; my application may be denied for possible financial assistance. I understand that the information which I submit is subject to verification by the AXZONS, including credit reporting agencies, and subject to review by FEDERAL and/or STATE AGENCIES and others as required. I understand that this application pertains to AXZONS charges and not physician's charges. I understand that if any information I have given proves to be untrue, AXZONS will re-evaluate my financial status and take whatever action becomes appropriate. I am also aware that I am only applying for the accounts specified above, and that my financial status will have to be reevaluated and may require a new application for any/all future treatment I receive at AXZONS.

\_\_\_\_\_  
 Patient/Guarantor Signature

\_\_\_\_\_  
 Date

<b>***For Office Use Only***</b>	
Reviewed by: _____ Date _____	Approved by: _____
Recommendation:	_____ Date _____
<input type="checkbox"/> Charity: _____ %	_____ Date _____
<input type="checkbox"/> Indigent	_____ Date _____
<input type="checkbox"/> Denied: Reason _____	_____ Date _____



### Additional Financial Documentation

(Only completed when applicable)

Account Number(s) \_\_\_\_\_

Patients Name \_\_\_\_\_ Date: \_\_\_\_\_

#### \_\_\_\_\_ **Support Statement:**

My signature will certify that I, \_\_\_\_\_, do provide all necessary essentials for living for the patient's behalf, and have done so for a period of \_\_\_\_\_ years / months.

\_\_\_\_\_  
Signature of Patient's Supporter

\_\_\_\_\_  
Relation to Patient

\_\_\_\_\_  
Date

#### \_\_\_\_\_ **Homeless Affidavit**

I, (PRINT NAME) \_\_\_\_\_ hereby certify that I am homeless, have no permanent address, no job, savings, or assets and no income other than donations from others.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### \_\_\_\_\_ **No Changes to Financial Status since Previous Application for Assistance**


I, (PRINT NAME) \_\_\_\_\_ hereby certify there have been no changes to my (nor my spouse's) financial status since my previous application for financial assistance from St. Mary's which was completed on \_\_\_\_\_. Please select of the following options:

- ☐ I am still being supported by another. They do provide all necessary essentials for living for my behalf, and have done so for a period of \_\_\_\_\_ years/months.
- ☐ I am still Homeless. I am homeless, have no permanent address, no job, savings, or assets and no income other than donations from others.
- ☐ There are no changes to my (or my spouse's) income or household size since my previous application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Axzon's Cultural Diversity Policy

<b>Axzon's Health System Corporation Policies and Procedures</b>	
<b>Section 4: Human Resources</b>	
<b>Policy Title: Cultural Diversity</b>	<b>Policy Number: 4.120</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 2</b>

## PURPOSE

To provide guidelines for working with a diverse population with regards to race, culture, religion and special needs; and, to ensure that all persons have equal opportunity by establishing affirmative action plans.

## POLICY

Axzon's Health System Corporation is committed to promoting the concept and acceptance of cultural diversity by:

1. recognizing and endorsing equal opportunity;
2. understanding and educating employees/clients/families about the value of diversity;
3. being aware of the challenges that cultural diversity can generate; and,
4. establishing policies to counteract discrimination towards cultural diversity.


## DEFINITIONS

1. Cultural Diversity

Cultural Diversity refers to the many types of human social structures, belief systems, and strategies for adapting to situations in different parts of the world.

## PROCEDURES

1. The traditions and customs of all employees/clients/families shall be recognized and valued.
2. An open and tolerant attitude towards different religions, cultures, ethnic groups, races and personal views shall be practiced.
3. Actions shall be applied and policies developed to counter racism and intolerance.
4. Any dissension and conflict on cultural, ethnic or linguistic grounds shall be resolved, using appropriate measures.
5. Practices, which are consistent with the needs of socially and culturally diverse personnel, shall be applied.
6. Employee cultural and religious obligations shall be recognized.
7. Clients' special racial, religious, ethnic and cultural needs will be determined and documented during their initial assessment.
8. Positive client relations shall be promoted by providing clients with employees who have similar racial, ethnic, cultural, religious and/or linguistic backgrounds, whenever possible.
9. The Manager/Administrator and Supervisor shall be responsible for monitoring the cultural diversity policy and for ensuring that employees adhere to it.

<b>Axzon's Health System Corporation Policies and Procedures</b>	
<b>Section 4: Human Resources</b>	
<b>Policy Title: Cultural Diversity</b>	<b>Policy Number: 4.120</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 2 of 2</b>

## GUIDELINES

1. The Agency shall strive to create work environments that are free from intolerance, prejudice and racism.
2. All reasonable actions shall be taken to ensure employees are aware of their responsibility to become more knowledgeable of and sensitive to other cultures and to ensure that their activities recognize and support diversity.
3. Whenever possible, appropriate professional development and learning opportunities shall be provided to staff to enable them to acquire the knowledge and skills to interact with, and operate effectively in, a diverse society.
4. All employees shall receive training on cultural diversity.
5. A record of training shall be kept for all employees and shall include:
  - a. dates when training was given;
  - b. summary on what training was given;
  - c. names and credentials of person(s) providing the training; and,
  - d. names and positions of people attending the training sessions.
 Records are to be maintained for 3 years from the date of training.

## FORMS

Standards of Conduct

## CROSS-POLICY REFERENCES


1. Equal Opportunity

## REFERENCES

1. U.S. Equal Employment Opportunity Commission (EEOC)



## Axzon's Equal Opportunity Employment Plan

<b>Axzon's Health System Corporation</b> <b>Policies and Procedures</b>	
<b>Section 4: Human Resources</b>	
<b>Policy Title: Equal Opportunity</b>	<b>Policy Number: 4.100</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 2</b>

## PURPOSE

To ensure that all persons have equal opportunity and to establish guidelines for affirmative action plans, in accordance with federal, state and local regulations.

## POLICY


Axzon's Health System Corporation is an Equal Opportunity Employer and prohibits discrimination of any kind because of color, creed, national origin, sex, religion, handicap, marital status, communicable diseases, disability, veteran status, sexual orientation, gender reassignment, age (unless age is a factor necessary for the normal operation or achievement objectives), pregnancy (unless the performance of duties puts the client and/or employee at risk) and/or other characteristics protected by law.

## DEFINITIONS

1. **Equal Opportunity**  
Equal Opportunity is the right of all persons to be accorded full and equal consideration on the basis of merit or other relevant, meaningful criteria, regardless of protected group status.
2. **Affirmative Action**  
Affirmative actions are good faith efforts to ensure equal employment opportunity and correct the effects of past discrimination against affected groups. Where appropriate, affirmative action includes goals to correct underutilization and development of results-oriented programs to address problem areas.

## PROCEDURES

1. Diversity, fairness and justice in the workplace shall be promoted.
2. Discrimination, prejudice and victimization in the workplace shall not be tolerated.
3. State and federal, non-discrimination rules and regulations shall be complied with.
4. Equal opportunity and respect shall be provided to all individuals in matters of service and employment.
5. Any conditions, procedures and/or behavior, which can lead to discrimination, shall be eliminated.
6. All Agency policies, procedures and guidelines shall be established/maintained to reflect and reinforce its commitment to equality.
7. The Manager/Administrator shall assume responsibility for affirmative actions plans and may seek outside consultation from the Equal Employment Opportunity Office when necessary.
8. When selecting new employees, members of the selection committee shall:

<b>Axzon's Health System Corporation</b> <b>Policies and Procedures</b>	
<b>Section 4: Human Resources</b>	
<b>Policy Title: Equal Opportunity</b>	<b>Policy Number: 4.100</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 2 of 2</b>

- a. agree on selection criteria to be used for the job position;
  - b. provide information about the job position in the same manner to all applicants;
  - c. ask all applicants the same questions; and,
  - d. choose the successful candidate, based on the selection criteria.
9. All employees shall be recruited and promoted on the basis of ability and other objective relevant criteria.
10. Contractors, supplying services on behalf the Agency, shall be expected to conform to the same non discrimination policies.

#### **GUIDELINES**

1. Employees shall be given equality training.
2. All employees shall be provided with appropriate and accessible learning opportunities in line with their and the Agency's needs.
3. A record of training shall be kept for all employees and shall include:
  - a. dates when training was given;
  - b. summary on what training was given;
  - c. names and credentials of person(s) providing the training; and,
  - d. names and positions of people attending the training sessions.
 Records are to be maintained for 3 years from the date of training.


#### **FORMS**

Standards of Conduct

#### **REFERENCES**

1. U.S. Equal Employment Opportunity Commission (EEOC)
2. Civil Rights Act of 1964 (Title VI)
3. Section 504 Rehabilitation Act of 1973 (Section 504)
4. Age Discrimination Act of 1975
5. Americans with Disabilities Act of 1992 (42 USC;12101)

## Axzon's Provision of Information Policy

<b>Axzens Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
<b>Section 3: Service Delivery &amp; Client Care</b>	
<b>Policy Title: Provision of Information</b>	<b>Policy Number: 3.10.10</b>
	<b>Effective Date: 11/21/2022</b>
	<b>Revision Date: 12/01/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 2</b>

## PURPOSE

To ensure that potential and/or existing clients/clients' representatives are able to make informed decisions on the suitability of the Agency to meet their specific care needs.

## POLICY

Axzens Homecare Ltd. ensures that current and potential clients/ clients' representatives have access to comprehensive information, which will enable them to make informed decisions on whether or not the Agency can meet their specific requests and needs.

## PROCEDURES

An up-to-date information package shall be provided prior to the initiation of services. The information shall be presented in a clear and easily understood manner and include:


1. a list of the home care services that the Direct Care Worker will be providing;
2. types of services offered and their limitations;
3. **Types of Insurances accepted for financially indigent, medically indigent, Medicaid, PeachCare, Medicare besides Private pay, other commercial insurances.**
4. process for developing the Service Plan;
5. terms and conditions as set out in the Service Agreement;
6. address and contact details for the office;
7. hours of operation and statutory holidays observed by the Agency;
8. details of license and insurance coverage;
9. the name of the Direct Care Worker(s) who will deliver the services;
10. the days and times that services will be delivered;
11. the hourly or weekly fees and total costs for services to be provided,
12. the name of a Departmental Representative(s) they can contact for information about:
  - i. licensing criteria for home care agencies or registries; and,
  - ii. the Agency's responsibilities and adherence to the rules and regulations established for home care agencies.
13. The telephone number of the Ombudsman Program located with the local Area Agency on Aging (AAA).
14. The hiring and competency requirements for direct care workers to be acceptable for employment or referral by this Agency.
15. A disclosure, prepared in Departmental format, which specifies:
  - a. whether the individuals, who provide the services to the client/consumer, are Agency employees or are independent /third party contractors affiliated with the Agency; and,
  - b. which taxes, insurances and other obligations the Agency and/or clients/consumers

are responsible to handle.

Item #2.

## **Axzon's Solicitation and Distribution Policy**



<b>Axzon's Health System Corporation Policies and Procedures</b>	
<b>Section 4: Human Resources</b>	
<b>Policy Title: Solicitation and Distribution</b>	<b>Policy Number: 4.141</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 1</b>

## PURPOSE

To advise employees about the Agency's policy for soliciting, canvassing, peddling and/or distribution of literature on the job site during working hours.


## POLICY

Axzon's Health System Corporation prohibits solicitation and distribution on its premises or through mail by non-employees. Solicitation and distribution by employees is permitted only as outlined in this policy.

1. A limited number of fund drives by employees on behalf of charitable organizations or for employees' gifts may be authorized.
2. Prior approval is required from the Agency Manager before any solicitation or distribution activities are undertaken.
3. Solicitation or distribution of literature for any group or organization, including charitable organizations, may be permitted providing the sale of merchandise is limited to Agency functions and activities.
4. Solicitation and distribution activities must not:
  - a. interfere with the efficiency of business operations;
  - b. pose a threat to security; and/or,
  - c. be annoying to others.
5. Solicitation or distribution by an employee of another employee is prohibited during work time. Work time does not include authorized meal and other breaks.
6. The lobbying for political candidates or causes is prohibited on the job-site.
7. The solicitation or distribution of any written or printed materials to clients in their homes or in any area wherein service is being delivered is prohibited.
8. Authorization must be obtained from the Agency Manager prior to attaching any solicitation or advertising materials to the Agency Bulletin Board. .
9. Use of the Agency's mail systems, photocopiers, telephone lists, bulletin boards and the like to promote outside business interests is prohibited.
10. Individuals, who are not employed by the Agency, are prohibited from:
  - a. soliciting funds or signatures;
  - b. conducting membership drives;
  - c. posting, distributing literature or gifts;
  - d. offering to sell or to purchase merchandise or services, except as authorized by the Agency; and/or,
  - e. engaging in any other solicitation, distribution, or similar activity on Company premises.



## Axzon's Annual & Quarterly Quality Improvement Evaluations

<b>Axzon's Health System Corporation</b> <b>Policies and Procedures</b>	
<b>Section 7: Quality and Risk Management</b>	
<b>Policy Title: Annual &amp; Quarterly Quality Improvement Evaluations</b>	<b>Policy Number: 7.30</b>
	<b>Effective Date: 07/15/2017</b>
	<b>Revision Date: 06/14/2022</b>
	<b>Approved By: Director</b>
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## PURPOSE

To provide systematic processes for annual and quarterly Agency evaluations to assure the appropriateness and quality of its services to:

1. ensure policies are being followed;
2. policies are revised, as indicated;
3. problems are identified, and,
4. problem resolutions are implemented..

## DEFINITIONS

### 1. Evaluation

An evaluation shall mean the review and assessment of an agency's/company's operations and services.

## POLICY


Axzon's Health System Corporation requires that its policies and administrative practices be reviewed regularly to determine the extent to which they promote client care that is appropriate, adequate, effective, and efficient.

### Annual Review

The Agency Administrator and/or appropriate, personnel shall conduct at least an annual evaluation of Agency operations. The evaluation shall consist of a documentation review, including, but not limited to, the following:

1. Mission Statement;
2. Program Evaluation;
3. Policies and Procedures;
4. Administrative Files;
5. Payroll Files;
6. Quality and Risk Management - policies and processes;
7. Confirmation of compliance with:
  - a. local/state/federal rules and regulations;
  - b. licensing;
  - c. insurance;
  - d. Workers' Compensation;
  - e. health and safety; and,
  - f. labor requirements.
8. Personnel Files;




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9. Worker Stats
  - a. personnel qualifications;
  - b. number of workers currently employed including:
    - i. full time;
    - ii. part time;
    - iii. casual; and,
    - iv. on call.
  - c. adequacy of staff to meet client needs;
  - d. staff turnover rate;
  - e. type, amount and adequacy of supervision;
10. Client Evaluations:
  1. number of clients served;
    - a. number of service hours or visits provided;
    - b. client outcomes;
    - c. admission and discharge policies;
    - d. numbers and reasons for non-acceptance of clients;
    - e. reasons for discharge; and,
    - f. arrangements for services with other agencies or individuals;
11. Client Files including:
  - a. service records;
  - b. service agreements,
  - c. progress notes
  - d. assessments
  - e. plan of care;
12. Emergency Care;
13. Scope Of Services offered; and,
14. Infection Control Practices.

### Quarterly Review

1. The Agency Administrator and/or Supervisor/Registered Nurse shall conduct a quarterly review of active and closed client records to:
  - a. assure that the quality of service is satisfactory and appropriate; and,
  - b. ensure that Agency policies are followed in providing services.
2. The review shall consist of a sample of all home care services provided by the Agency.



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## PROCEDURES

1. A summary of the findings shall be prepared in a report, which will provide:
  - a. the names and qualifications of the persons carrying out the evaluation;
  - b. the criteria and methods used to accomplish it; and,
  - c. any action(s) taken by the Agency as a result of its findings.
2. The Evaluation Report will be forwarded to the Agency's Governing Body and a copy kept on file in the Agency office.
3. The Manager/Administrator shall be responsible for ensuring that recommendations are acted on, as determined appropriate.



## **APPENDIX M**

Letters of Support

Not Applicable

## **APPENDIX N**

- 1. Community Linkage Plan**
- 2. Human Resources Plan**
- 3. Continuous Quality Improvement Policy**
- 4. Indigent and Charity Care Policy**
- 5. Consumer Rights Policy**
- 6. Table: Financial Average Charges Per Agency Visit**
- 7. JCAHO Accreditation Award**

## Axzens Community Linkage Plan

## AXZONS COMMUNITY LINKAGE PLAN

**Objective:** To link the services of community healthcare systems with other related community services by various working agreements, referral arrangements to assure continuity of care focusing on coordinated, integrated systems which promote continuity rather than acute, episodic care.

**Axzon's Experience:** Axzon's team has years of experience dealing with the healthcare community partners by virtue of managing the homecare in New York and by being in the medical profession.

**Plan to introduce:** Axzon's will introduce itself in the community with all relevant healthcare community service providers, healthcare institutions and other relevant players to ensure efficient and effective utilization of services and care provided to the needy.

**Plan to Co-ordinate:** Axzon's will co-ordinate the plan to provide homecare services with all relevant healthcare community service providers, healthcare institutions and other relevant players. The outcome of co-ordination will help community partners provide homecare services to the patients in proposed areas as part of continuity of care from hospital to rehabilitation to home. This will help improve the healthcare of the community members, reducing the revisits to the hospitals for the same illnesses, in turn an efficient system helping cost effectiveness for providing care.

**Plan to Co-operate:** Axzon's will co-operate with all relevant healthcare community service providers, healthcare institutions and other relevant players to provide homecare services as part of continuity of care by getting involved with various referral arrangements and working relationships or agreements to ultimately focusing on improving the healthcare of the community members, reducing the revisits to the hospitals for the same illnesses, in turn an efficient system helping cost effectiveness for providing care.

**Commitment:** Axzon's will continuously work with other relevant community partners and stake holders towards developing a coordinated system of healthcare where care is provided continuously to members of the community for the betterment of the community members and providers.



## Axzon's Human Resources Plan

## AXZONS HR PLAN

**Objective:** To recruit, hire and retain the appropriate numbers of qualified personnel to meet the requirements of the services proposed to be provided and that such personnel are available in the proposed geographic service area.

**Plan to Recruit:** Axzons will create appropriate job descriptions and place them on leading job portals, churches, handshake for universities, social media, on its website. Axzons will host private job fairs in collaboration with local healthcare community partners who will also benefit from the same.

**Plan to Hire:** Axzons will conduct appropriate interviews to find the best talent with the appropriate knowledge and skills for the position recruiting.

**Plan to Retain:** Provide position appropriate salaries and benefits depending upon their annual performances. Provide appropriate insurance to retain best talent. Provide trainings and educational resources to improve upon the talent.

**Commitment:** Axzons will continually improve upon technology it uses and reviews benefit plans and update salary based upon the position and state standard to continuously retain the best talent possible in the proposed geographic service area.

## Axzon's Continuous Quality Improvement Program

<b>Axzens Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
<b>Section 7: Quality and Risk Management</b>	
<b>Policy Title: Continuous Quality Improvement</b>	<b>Policy Number: 7.10</b>
	<b>Effective Date: 11/21/2022</b>
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## PURPOSE

1. To ensure that quality improvement processes and activities are regularly conducted for ongoing agency and client service improvement and,
2. to ensure adherence to federal and state regulations and Agency policies procedures and Standards of Conduct.

## POLICY

Axzens Homecare Ltd. is committed to delivering quality services and promotes a philosophy of continuous quality improvement throughout. The Agency develops and implements quality improvement processes and activities, which are used to monitor performance and evaluate and improve the delivery of client services.

## DEFINITIONS

1. Continuous Quality Improvement  
Continuous Quality Improvement (CQI) is an organizational process in which personnel identify, plan, and implement ongoing improvements in service delivery. CQI provides a vital way to assess and monitor the delivery of services to ensure that they are consistent with an agency's policies & procedures and home care principles & best practices.


## PROCEDURES

1. The Manager/Administrator shall be responsible for establishing, maintaining and implementing a continuous quality improvement system/plan.
2. All employees shall:
  - i. be involved in CQI;
  - ii. receive orientation and training related to CQI; and,
  - iii. bear a responsibility for CQI.
3. Clients, families and employees shall be involved in decision-making, regarding quality improvement activities.
4. When issues are identified, employees shall be consulted and corrective action shall be taken to resolve the problem or issue.
5. Regular staff meetings shall be held and information shall be shared to ensure that an acceptable level of quality control is maintained.
6. The effectiveness of any corrective actions taken shall be evaluated by the Manager/Administrator, using feedback from everyone involved.

## Quality Control Measures





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7. Activities used in maintaining quality control shall include, but not be limited to, the following:
- a. Human Resource Management
    - i. All candidates for employment shall be carefully screened prior to hiring including conducting a criminal background check on them.
    - ii. Clients shall receive service and care from employees who have the necessary knowledge, training, experience, skills and qualifications to provide safe, ethical and effective service.
  - b. Supervision
    - i. All homecare workers shall be supervised on a regular basis, which includes in-home assessments of practical skills when delivering personal care services.
    - ii. Assessments shall be performed on a semi-annual basis and more frequently, if necessary.
  - c. In-home Visits  
Supervisor shall make regular, in-home visits to all clients, who receive personal care, to:
    - i. review the service plan;
    - ii. determine effectiveness of service; and,
    - iii. determine client satisfaction with the services provided.
  - d. Client Satisfaction with Implemented Services
    - i. The *Client Satisfaction with Implemented Services* form shall be completed every 3 months to discuss the services being provided by the Agency and clients' satisfaction with these services.
    - ii. The information submitted shall be analyzed and corrective actions shall be taken if it is determined that changes are required to the services in place.
    - iii. Changes shall be documented and the *Care Plan* adjusted, as indicated.
  - e. Client Record/Documentation Audit
    - i. Supervisor shall review client records, prepared by the home care workers, to ensure that the client records are complete and that the services provided are consistent with the Agency's policies and procedures.
    - ii. Client records shall be reviewed on a quarterly basis
  - f. Review of Supervisor Reports  
Administrator/Manager shall review Supervisor reports on a quarterly basis to ensure that employees are following the Agency's policies and procedures and that a high level of care is being maintained.
  - g. Client Complaints and Incident Reports





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Client Complaints and Incident Reports shall be reviewed on a regular basis to:

- i. ensure that quality control measures have been taken;
- ii. ensure that correct processes were followed; and,
- iii. measure staff judgment and performance against established standards.

All incidents and complaint shall be documented on a log, maintained in the Agency Office.

**h. Customer Service Survey**

- i. The *Customer Services Survey* shall initially be conducted within 90 days from the implementation of services and annually, thereafter.
- ii. The *Customer Service Survey* form shall be utilized to obtain feedback on clients' satisfaction with the Agency's Customer Service practices.
- iii. The information submitted shall be analyzed and corrective actions shall be taken if it is determined that customer services are in need of improvement

### **Agency Audits**

8. Agency audits shall be conducted by the Compliance Officer, who shall be properly trained, in accordance with audit specifications and acceptable auditing procedures.
9. The Agency Manager shall ensure Auditors are without conflict of interest.
10. Agency operations audits and impromptu audits shall be regularly scheduled and conducted to assess:
  - a. compliance with state and federal regulations;
  - b. compliance with Agency policies and procedures;
  - c. compliance with billing procedures;
  - d. adequacy of internal controls, including:
    - i. billing processes;
    - ii. cash receipts;
    - iii. payment postings;
    - iv. write-offs; and,
    - v. refunds.

### **False Claims and Fiscal Abuse Monitoring** (Refer to Policy: *Compliance with Federal Deficit Reduction & False Claims Acts*)

11. To ensure adherence to all related laws, regulations and Agency policies, the Compliance Officer/Designee is responsible for the ongoing monitoring of billings to Medicaid for fraud, abuse and/or false claims practices which:
  - a. are inconsistent with proper business, fiscal or medical practices;
  - b. result in the reimbursement of services that are not medically necessary;
  - c. result in unnecessary costs to Medicaid and Medicaid and,





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- d. fail to meet professionally recognized standards for health care.
- 12. At the end of each fiscal year, the Agency's shall conduct an internal audit to review:
  - a. accounts receivable,
  - b. delinquent accounts;
  - c. admissions;
  - d. payments;
  - e. reimbursements; and,
  - f. staff expenses.
- 13. The Audit Report shall include:
  - a. what was audited;
  - b. the names & positions of the individual(s) who conducted the audit;
  - c. date of audit;
  - d. notation of any issues;
  - e. investigation of any issues;
  - f. recommendations for corrective actions and follow-ups.
- 14. The Audit Report shall be submitted to the Agency Manager for:
  - a. further investigation of any issues, if indicted;
  - b. consideration of submitted recommendations; and,
  - c. provision of additional or different plans of action.
- 15. The Agency Manager shall sign all Audit Reports to acknowledge he/she has reviewed the report.
- 16. Investigations
  - a. The Compliance Officer shall coordinate the investigation with the appropriate Supervisor.
  - b. Any violations discovered shall be reported to the Agency Manager and/or the Agency's Board of Directors.
  - c. If indicated, reports of violations, including self-reporting, shall be made to the appropriate authority including:
    - i. the Office of the Inspector General;
    - ii. Centers for Medicaid and Medicare Services;
    - iii. Medicare Approved Contractors and/or,
    - iv. State Department of Inspection and Appeals.
- 17. Corrective Actions
  - a. If an Internal investigation discovers that a violation has occurred then corrective actions shall be initiated, to:
    - i. make prompt restitution of any overpayment amounts; and,



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- ii. implement changes to prevent a similar reoccurrence of the violation;
- b. Depending on the severity and frequency of the violation(s), consequences applied to the individual(s) involved may include:
  - iii. re-training,
  - iv. discipline, up to and including termination of employment or contract;
  - v. prosecution by law.

#### 18. Record Maintenance

- a. Records shall be maintained for:
    - i. all internal audits conducted;
    - ii. investigation conducted on offenses detected;
    - iii. corrective actions taken; and,
    - iv. follow-up reports on effectiveness of corrective actions.
  - b. All Internal Agency Audit Reports and related records shall be maintained in the Agency Office and shall be made available for mandatory audits by outside authorities.
19. Manager/Administrator shall be responsible for ensuring that all external regulatory standards and all relevant local/state/federal legislation/guidelines are complied with.

### **GUIDELINES**

1. The following model (PDCA) may be used for continuous quality improvement. The *plan-do-check-act* cycle (see below) is a four-step model for carrying out improvement/change and shall be repeated again and again for continuous quality improvement:
  - a. Plan: Recognize an activity, event, procedure etc. that requires improvement and plan the solution/process, which will achieve the desired outcome
  - b. Do: Test the solution/process.
  - c. Check: Measure and review the results.
  - d. Act: Take action by implementing the improved solution. If the solution does not work, repeat the process again with a different solution/process.



Plan-Do-Check-Act Cycle





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2. Evidence of quality improvements shall include, but not be limited to, the following:
  - a. service delivery has improved;
  - b. documentation has improved;
  - c. clients are more informed and satisfied;
  - d. screening and hiring practices have improved;
  - e. liability and risk is reduced;
  - f. safety and well being of staff, clients and family have improved; and,
  - g. staff training has improved.

#### **CROSS-POLICY REFERENCES**

1. Compliance
2. Compliance with Federal Deficit Reduction & False Claims Acts
3. Billings and Receivables
4. Pre-employment Background Checks
5. Performance Appraisals
6. Client Satisfaction Review

#### **FORMS**


1. Incident Report
2. Client Satisfaction with Implemented Services
3. Customer Service Survey

#### **REFERENCES**

1. Federal Deficit Reduction Act of 2005, Section 6032
2. False Claims Act



## Axzon's Indigent and Charity Care Policy

<b>Axzon's HomeCare Policies and Procedures</b>	
<b>Section 4: Patient Access Services</b>	
<b>Policy Title: Indigent and Charity Care</b>	<b>Policy Number:</b>
	<b>Effective Date:</b>
	<b>Revision Date:</b>
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## PURPOSE:

The purpose of this policy is to establish guidelines for Charity Care for patients of Axzon's Health System Corporation ("AXZONS") who incur significant financial burden as a result of the amount they are expected to owe "out-of-pocket" for acute care health care services.

In addition, this policy provides administrative and accounting guidelines for the identification, classification and reporting of patients as Charity Care as distinguished from Bad Debts.

## POLICY STATEMENT:

Charity Care is provided to a patient with a demonstrated inability to pay. Charity adjustments may only be granted to patients receiving non-elective care. A patient is eligible for Charity Care consideration based upon meeting certain income eligibility criteria as established by the Federal Poverty Income Guideline Sliding Scale. Charity Care represents health care services that are/were provided but never expected to result in payments. As a result, Charity Care does not qualify for recognition as receivable or net patient revenue in the financial statements.

Charity Care may include unpaid coinsurance and deductibles. Bad Debt is payment not received for service rendered for which payment was anticipated and services were provided in good faith. Bad Debt patients do not meet the criteria for Charity Care, that is, they are considered able to pay but unwilling to satisfy their outstanding obligations.

Charity Care data reporting for services provided is based on charges incurred during the patients visit/encounter.

AXZONS proactively makes reasonable efforts to determine whether a patient is eligible for financial assistance before engaging in any collection activities. AXZONS has established respectful and effective procedures for addressing the needs of those persons who are unable to pay for all or most of their care. In order to preserve the dignity of these persons and to facilitate the process of securing necessary information, AXZONS performs financial screening upon scheduling for diagnostic imaging procedures. Patients who represent

increased financial risk as a result of the amount they are expected to owe “out-of-pocket” are referred to a Financial Counselor for assistance in applying for alternative payment programs (e.g., Medical Assistance) determining Charity Care eligibility, establishing payment plans or other financing arrangements.

Patients with insurance should not have their patient liability unpaid balance, coinsurance, deductible or non-covered service written-off to Charity Care unless financial hardship can be proven.

The need for Charity Care is a sensitive and personal issue for recipients and needs to be addressed with reverence for those who are in need. Confidentiality of information and individual dignity shall be maintained for all that seek charitable services.

AXZONS provides medically necessary care to all regardless of ability to pay. Partial and/or full Charity Care is based on the individual’s ability to pay.

#### **PROCEDURE:**

1. **Eligibility Criteria:** Excluded from coverage are any third parties who may be liable for payment for services.
  - 1.1. **Charity Care Application: (See Exhibit B)**
    - 1.1.1. Any individual who indicates the financial inability to pay a bill for a medically necessary service shall be evaluated for Charity Care assistance.
    - 1.1.2. The Statement of Financial Condition (Exhibit B) is used to document each patient’s overall financial situation. This application should be available in the primary language(s) of the service area.
    - 1.1.3. Credit reports may be used, when appropriate, to verify an individual’s financial circumstances.
    - 1.1.4. A patient’s employment status and earning capacity is taken into consideration when evaluating a Charity Care request.
    - 1.1.5. The data used in making a determination concerning eligibility for Charity Care should be verified.
    - 1.1.6. Once a determination has been made a notification form is provided to each applicant advising them of the decision.
  - 1.2. **Full Charity Care: 100% Discount**
    - 1.2.1. A patient whose household income (as calculated on the Statement of Financial Condition) is equal to or less than 200% of the most recent Federal Poverty Guidelines (FPG) qualifies for a Full Charity Care discount.
    - 1.2.2. For the purposes of State reporting, a patient whose household income is equal to or less than 125% of the most recent FPG is categorized as Indigent Care.
  - 1.3. **Partial Charity Care:**
    - 1.3.1. A patient whose household income is greater than 200% and less than 400% of the most recent FPG qualifies for a Partial Charity Care discount and are determined each year by the Accounting department.
    - 1.3.2. Flexible, interest-free payment plans are available (e.g., extended payment terms), as appropriate.

#### **1.4. Catastrophic Charity Care:**

- 1.4.1. In order to qualify for Catastrophic Charity Care Circumstances, the patient's Allowable Medical Expenses must exceed 40% of household income as described below:
- 1.4.2. AXZONS multiplies the household income as defined in Section L by 40%
- 1.4.3. AXZONS determines the patient's Allowable Medical Expenses.
- 1.4.4. AXZONS compares 40% of the household income as defined in Section L to the total amount of the patient's Allowable Medical expenses. If the total of the Allowable Medical Expenses is greater than 40% of the household income and/or assets, then the patient meets the Catastrophic Charity Care qualification. AXZONS subtracts 40% of the household income and/or assets from the Allowable Medical Expenses to determine the amount by which the Allowable Medical Expenses exceed the available income and/or assets; this amount is then eligible for a Charity Care write-off.

#### **1.5. Special Circumstances:**

- 1.5.1. Deceased patients without an estate or third party coverage are eligible for Charity Care.

#### **1.6. Governmental Assistance:**

- 1.6.1. In determining whether each individual qualifies for Charity Care, other county or governmental assistance programs should also be considered. Many applicants are not aware that they may be eligible for assistance such as Medicaid, Healthy Families Program, Victims of Crime, State Children Services, etc.
- 1.6.2. Persons eligible for programs such as Medicaid but whose eligibility status is not established for the period during which the medical services were rendered, should be granted Charity Care for those services. AXZONS will make the granting of charity contingent upon applying for governmental assistance. Patients are required to complete a Medicaid application.

#### **1.7. AXZONS Collection Efforts:**

- 1.7.1. Accounts with applications pending for Charity Care or other assistance programs are held until the outcome of the application. A "pending charity approval" is defined as an application that has been fully completed by the patient, submitted and is in the process of being determined for eligibility.
- 1.7.2. It is acceptable (but not preferable) to take an account through the full collection cycle and later reclassify it as Charity Care, as long as a consistent process is followed and a legitimate basis exists that the patient is unable to pay. For example, self-pay accounts written-off and sent to Bad Debt, reclassifying the account to Charity Care may be considered on the basis of all of the following factors:
  - 1.7.3. No third party coverage or inadequate coverage exists
  - 1.7.4. No payments are recorded on the account
  - 1.7.5. The patient/guarantor was billed a minimum of 4 times
  - 1.7.6. Verifiable income and/or assets are provided by the patient and include all household adults.

### **1.8. Collection Agency:**

- 1.8.1. In some cases, a patient eligible for Charity Care may not have been identified prior to initiating external collection action. Accordingly, each collection agency engaged should be made aware of the policy on Charity Care. This allows the agency to report amounts that they have determined to be uncollectible due to the inability to pay in accordance with the Charity Care eligibility guidelines.
- 1.8.2. Collection agencies shall not, in dealing with the uninsured patients at or below the 400% Federal Poverty Level, use or threaten to use wage garnishments or liens on primary residences as a means of collecting on unpaid AXZONS bills. AXZONS must specifically authorize institutional litigation. This does not preclude agencies from pursuing reimbursement from third-party liability settlements.
- 1.8.3. If a collection agency identifies special circumstances demonstrating a particular patient as being unable (versus unwilling) to pay their bill, their liability may be considered Charity Care, even if they were originally classified as a Bad Debt. The patient should be reclassified to Charity Care.

### **1.9. Eligibility Period:**

- 1.9.1. The eligibility period is the year in which financial statements provided from patients meet charity care guidelines and care was received. If financial income or insurance status changes for the year the services incurred, the patient may become ineligible for charity as the guidelines may not be met.

### **1.10. Time Requirements for Determination:**

- 1.10.1. While it is desirable to determine the amount of Charity Care for which a patient is eligible as close to the time of service as possible, there is no rigid limit on the time when the determination is made. In some cases, eligibility is readily apparent and a determination can be made before, on, or soon after the date of service. In other cases, it can take investigation to determine eligibility, particularly when the patient has limited ability or willingness to provide needed information. Every effort should be made to determine a patient's eligibility for Charity Care at the earliest reasonable date.

### **1.11. Definition of Income:**

- 1.11.1. Annual earnings and cash benefits from all sources before taxes, less payments made for alimony and child support. Proof of earnings may be determined by annualizing pay at current earning rates. Bank Accounts and open available lines of credit are considered income.

## **2. Accounting for Charity Care:**

- 2.1.1. Charity Care write-offs are accounted for in separate Deduction from Revenue general ledger accounts. One account should be used to track Charity Care given under the Full and Partial Charity Care provision; the other account should be used to track Charity Care given under the catastrophic coverage component. This allows tracking and monitoring of the amount and type of Charity Care being granted. The transaction codes used for accounting for Charity Care and their mapping to the General Ledger must be reviewed annually to ensure accuracy.

## **3. Roles and Responsibilities:**

- 3.1.1. A collaborative review between the Vice President and the Chief Financial Officer shall be made of this policy annually. Approval and reporting to the local Board occurs to ensure oversight and accountability.
- 3.1.2. It shall be the responsibility of Patient Financial Services for the day-to-day administration of this policy.
- 4. **Recordkeeping:**
  - 4.1.1. Records relating to potential Charity Care patients must be readily obtainable. Consideration should be given to maintaining a central file of the Statement of Financial Condition and other Charity Care summary forms if they are otherwise not readily accessible.
  - 4.1.2. In addition, notes relating to the Charity Care application and approval or denial should be entered on the patient's account.
- 5. **Public Notice and Posting:**
  - 5.1. Public notice of the availability of assistance through this policy is made through each of the following means:
  - 5.2. Posting notices in a visible manner in locations where there is a high volume of patient traffic, such as billing offices, admitting offices, and AXZONS outpatient service settings.
  - 5.3. Including language on patient liability statements sent to patients indicating:
  - 5.3.1. AXZONS contact name and phone number that patients may call in order to gain information on AXZONS's Charity Care, reduced payment, and other financial assistance policies.
  - 5.4. Posting notice of the availability of assistance and contact names and phone numbers on AXZONS's web site and notices.
  - 5.5. Upon request, a full text copy of the Charity Care policy should be made available.
  - 5.6. Posting annually on the website or otherwise make available to the public on a reasonable basis:
    - 5.6.1. The costs of charity care provided.
  - 5.7. Internally this policy shall be made available to all AXZONS Employees by being posted on AXZONS's Intranet under Administrative Policies.
  - 5.8. Posted notices (as listed above) shall be in the primary language(s) of the service area and in a manner consistent with all applicable federal and state laws and regulations.





## **EXHIBIT: B**

### **Financial Assistance Application Form**

To be considered for financial assistance you **must provide** the following\* :

- " **A completed and signed Financial Assistance Application.**
- " **Proof of Income:** (Please provide each of the following or an explanation of why not provided)
  - " Federal Income Tax return(s) for your household for the most recent calendar year.
  - " Bank Statements for all bank accounts for the last 2 months
  - " Two (2) most recent pay stubs or a statement from your employer regarding your income.
    - " *If self employed*, please provide a copy of your last quarter's Business Financial Statement along with the previous year's Business Tax Return.
    - " Unemployment statement showing denial or eligibility and amount receiving.
  - " Written documentation of all forms of income. (i.e. trust funds, stock dividends, child support, alimony, social security, public assistance, food stamps, etc.)
    - " If you have not had any income for the past three (3) months or there has been a recent change in your financial situation you **must** include a statement or letter explaining your situation. If someone else is supporting you, they must sign the support statement on page 4 of the application.
- " **Identification:**
  - " Two forms of identification. (i.e. driver's license, government issued photo ID, social security card, birth certificate or pass-port)
- " **Any other information that demonstrates financial hardship or need for financial assistance.** (i.e. public assistance award or denial letters, letters of support, bank statements, etc)

\* If, for any reason, you cannot provide us the information requested, please attach a written statement explaining why you cannot provide this information.

Send completed applications and documentation to:

**Axxons HomeCare**

**Attn: Patient Access**

**OR**

**FAX:**

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Failure to submit all requested information may result in denial of your application. Applications should be returned within **14** days or requests may be denied.

Please note that if financial assistance is granted it will only cover your medical bills from our facility. It will not apply to the bills for other medical providers, hospitals or physicians unless they specifically agree to accept it.

**PLEASE CONTACT THE OTHER MEDICAL PROVIDERS DIRECTLY TO INQUIRE ABOUT ASSISTANCE OPTIONS.**



When applying for financial assistance you are giving consent for us to make necessary inquiries to confirm financial obligations or references. If you have any questions, **please contact one of our financial counselors at** \_\_\_\_\_.

### Financial Assistance Application

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

#### Patient Information

Acct Number(s): \_\_\_\_\_ Total Amount Due: \_\_\_\_\_

Patient Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

Spouse or Guarantor Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Years/months at residence: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

#### Household Information

Member Name	Age	Relationship	Employer	Annual Gross Income
		SELF		\$
				\$
				\$
				\$
				\$

Total Family Size: \_\_\_\_\_ Total Dependents: \_\_\_\_\_ Total Household Income: \$ \_\_\_\_\_

#### Screening Information:

- ❖ Do you currently have health insurance? (Y/N) \_\_\_\_ If yes, please provide insurance info below:
  - Insurance Name: \_\_\_\_\_ ➢ Policy # \_\_\_\_\_
  - Group Name/Number: \_\_\_\_\_
- ❖ Have you had health insurance that has been terminated in the past 3 months? (Y/N) \_\_\_\_ If yes, complete the following:
  - What type of insurance? (i.e. Medicaid, BCBS, Tricare, etc.) \_\_\_\_\_
  - Reason for insurance termination? \_\_\_\_\_
  - Did you apply for cobra insurance coverage? (Y/N) \_\_\_\_ If so, when? \_\_\_\_\_
  - Former Employer Name: \_\_\_\_\_
- ❖ Are you active duty or retired military? (Y/N) \_\_\_\_ If so, are you eligible for VA Benefits? (Y/N) \_\_\_\_
- ❖ Have you applied for Medicaid or Disability? (Y/N) \_\_\_\_ If yes, complete the following:
  - When? \_\_\_\_\_ ➢ Where? \_\_\_\_\_
  - Caseworker? \_\_\_\_\_
  - Has your household or income status changed since you last applied? (Y/N) \_\_\_\_
- ❖ Were you a victim of a crime? (Y/N) \_\_\_\_ If yes, complete the following.

- Have you filed a Police Report? (Y/N)\_\_\_\_ (Must be filed within 72 hrs of incident)
- Completed Victim of Crime application? (Y/N)\_\_\_\_
- ❖ If you have any other special circumstances which you would like us to consider when reviewing your application, please explain below:

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**Financial Assessment**

Account Number(s) \_\_\_\_\_  
 Patients Name \_\_\_\_\_ Date: \_\_\_\_\_

**Monthly Expenses**

Rent/Mortgage \$ \_\_\_\_\_  
 Utilities \$ \_\_\_\_\_  
 Food \$ \_\_\_\_\_  
 Cell Phone/Pager \$ \_\_\_\_\_

Cable \$ \_\_\_\_\_  
 Auto Loan \$ \_\_\_\_\_  
 Auto Insurance \$ \_\_\_\_\_  
 Loans \$ \_\_\_\_\_  
 Child Support \$ \_\_\_\_\_  
 Credit Cards (Min Payment) \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**Total Expenses** \$ \_\_\_\_\_

**TOTAL MONTHLY INCOME** \$ \_\_\_\_\_

**TOTAL MONTHLY EXPENSES** \$ \_\_\_\_\_

**AMOUNT AVAILABLE** \$ \_\_\_\_\_

**Assets**

Checking Account(s) \$ \_\_\_\_\_  
 Savings Account(s) \$ \_\_\_\_\_  
 Other Cash Assets \$ \_\_\_\_\_  
 Credit Cards (Available Credit) \$ \_\_\_\_\_

**Monthly Gross Income**

Employment Income \$ \_\_\_\_\_  
 Spouse Income \$ \_\_\_\_\_  
 Retirement Income \$ \_\_\_\_\_  
 Food Stamps \$ \_\_\_\_\_  
 Government Benefits \$ \_\_\_\_\_  
 Child Support \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_

**Total Income** \$ \_\_\_\_\_

**Patient/Guarantor Certification**

I, \_\_\_\_\_, CERTIFY the information I have provided is true and accurate to the best of knowledge. I understand that if I do not cooperate with AXZONS in supplying ANY additional requested information; my application may be denied for possible financial assistance. I understand that the information which I submit is subject to verification by the AXZONS, including credit reporting agencies, and subject to review by FEDERAL and/or STATE AGENCIES and others as required. I understand that this application pertains to AXZONS charges and not physician's charges. I understand that if any information I have given proves to be untrue, AXZONS will re-evaluate my financial status and take whatever action becomes appropriate. I am also aware that I am only applying for the accounts specified above, and that my financial status will have to be reevaluated and may require a new application for any/all future treatment I receive at AXZONS.

\_\_\_\_\_  
 Patient/Guarantor Signature

\_\_\_\_\_  
 Date

**\*\*\*For Office Use Only\*\*\***

Reviewed by: \_\_\_\_\_ Date \_\_\_\_\_

Recommendation:

☐ Charity: \_\_\_\_\_ %

☐ Indigent

☐ Denied: Reason \_\_\_\_\_

Approved by:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



### Additional Financial Documentation

(Only completed when applicable)

Account Number(s) \_\_\_\_\_

Patients Name \_\_\_\_\_ Date: \_\_\_\_\_

#### \_\_\_\_\_ **Support Statement:**

My signature will certify that I, \_\_\_\_\_, do provide all necessary essentials for living for the patient's behalf, and have done so for a period of \_\_\_\_\_ years / months.

\_\_\_\_\_  
Signature of Patient's Supporter

\_\_\_\_\_  
Relation to Patient

\_\_\_\_\_  
Date

#### \_\_\_\_\_ **Homeless Affidavit**

I, (PRINT NAME) \_\_\_\_\_ hereby certify that I am homeless, have no permanent address, no job, savings, or assets and no income other than donations from others.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### \_\_\_\_\_ **No Changes to Financial Status since Previous Application for Assistance**


I, (PRINT NAME) \_\_\_\_\_ hereby certify there have been no changes to my (nor my spouse's) financial status since my previous application for financial assistance from St. Mary's which was completed on \_\_\_\_\_. Please select of the following options:

- ☐ I am still being supported by another. They do provide all necessary essentials for living for my behalf, and have done so for a period of \_\_\_\_\_ years/months.
- ☐ I am still Homeless. I am homeless, have no permanent address, no job, savings, or assets and no income other than donations from others.
- ☐ There are no changes to my (or my spouse's) income or household size since my previous application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Axzon's Consumer Rights Policy

<b>Axzens Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
<b>Section 3: Service Delivery and Client Care</b>	
<b>Policy Title: Client/Consumer Rights</b>	<b>Policy Number: 3.41</b>
	<b>Effective Date: 11/21/2022</b>
	<b>Revision Date: 12/01/2023</b>
	<b>Approved By: Director</b>
	<b>Page Number: Page 1 of 6</b>

## PURPOSE

1. To ensure clients are aware of their rights;
2. To ensure compliance with applicable laws; and,
3. To ensure that staff are educated about and respectful of client's rights when delivering services.

## APPLICATION

This policy applies to Clients/ Consumers of Axzens Homecare Ltd. and defines their rights.

## DEFINITIONS

### Client

For purposes of this policy a client is a consumer or other individual or entity who uses services delivered by Axzens Homecare Ltd.

## POLICY


Pursuant to Ga. Comp. R. & Regs. 111-2-2-.32(3)(2)(1)(1) Axzens Homecare Ltd. has established written policies regarding the rights of the patient and developed procedures implementing such. These rights, policies and procedures afford each patient the right to:

- (1) be informed of these rights, and the right to exercise such rights, in writing prior to the initiation of care, as evidenced by written documentation in the clinical record;
- (2) be given a statement of the services available by the agency and related charges;
- (3) be advised before care is initiated of the extent to which payment for agency services may be expected from any third party payors and the extent to which payment may be required from the patient.
  - (i) The agency shall advise the patient of any changes in information provided under this paragraph or paragraph (2) of this subdivision as soon as possible, but no later than 30 calendar days from the date the agency becomes aware of the change.
  - (ii) All information required by this paragraph shall be provided to the patient both orally and in writing;
- (4) **be informed that the agency prohibits the exclusion of services to any patient on the basis of age, disability, gender, race, or ability to pay.**
- (5) be informed of all services the agency is to provide, when and how services will be provided, and the name and functions of any person and affiliated agency providing care and services;
- (6) participate in the planning of his or her care and be advised in advance of any changes to



the plan of care;

Item #2.

<b>Axzens Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
<b>Section 3: Service Delivery and Client Care</b>	
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(7) refuse care and treatment after being fully informed of and understanding the consequences of such actions;

(8) be informed of the procedures for submitting patient complaints;

(9) voice complaints and recommend changes in policies and services to agency staff, the Georgia State Department of Community Health or any outside representative of the patient's choice. The expression of such complaints by the patient or his/her designee shall be free from interference, coercion, discrimination or reprisal;

(10) submit patient complaints about the care and services provided or not provided and complaints concerning lack of respect for property by anyone furnishing service on behalf of the agency, to be informed of the procedure for filing such complaints, and to have the agency investigate such complaints in accordance with the provisions.

The agency is also responsible for notifying the patient or his/her designee that if the patient is not satisfied by the response the patient may complain to the Department of Community Health's Office of Health Systems Management;

(11) be treated with consideration, respect and full recognition of his/her dignity and individuality; and

(12) privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside the agency except in the case of the patient's transfer to a health care facility, or as required by law or third-party payment contract.


(b) The governing authority shall make all personnel providing patient care services on behalf of the agency aware of the rights of patients and the responsibility of personnel to protect and promote the exercise of such rights.

(c) If a patient lacks capacity to exercise these rights, the rights shall be exercised by an individual, guardian or entity legally authorized to represent the patient.

## PROCEDURES

- Supervisor/Alternate and client/client's representative shall review the Rights & Responsibilities of Client & Agency with the client/client's representative during the initial assessment and obtain the required signatures.
- A copy of the signed *Rights & Responsibilities of Client & Agency* form shall be given to the client prior to the commencement of services. The original shall be placed in the client's file.
- Supervisor shall make a notation in the client's record that:
  - the *Rights & Responsibilities of Client & Agency* form was reviewed with the client/client's representative;
  - the required signatures were obtained;
  - a copy of the *Rights & Responsibilities of Client & Agency* form was left in the client's home; and,



<b>Axzon's Homecare Ltd.</b>	
<b>Policies and Procedures</b>	
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4. Should the client not understand his/her “Rights” the Supervisor/alternate shall document the lack of understanding in the client’s record and give the reason why it was not understood. If the client’s representative or someone else in the home is able to comprehend the details, the Supervisor/Alternate shall document this information.

### Client Rights


The Agency’s form (*Rights & Responsibilities of Client & Agency*) shall include the following client rights. i.e. The client’s rights to:

1. be informed of these rights, and the right to exercise such rights, in writing prior to the initiation of care, as evidenced by written documentation in the clinical record;
2. be given a statement of the services available by the Agency and related charges;
3. **be informed that the agency accepts all patients including financially indigent, medically indigent, Medicaid, PeachCare and Medicare Patients.**
4. **be advised before care is initiated of the extent to which payment for agency services may be expected from any third party payors (private pay, Commercial insurance as well as Medicaid, PeachCare and Medicare) and the extent to which payment may be required from the patient.**
  - (i) The agency shall advise the patient of any changes in information provided under this paragraph or paragraph (2) of this subdivision as soon as possible, but no later than 30 calendar days from the date the agency becomes aware of the change.
  - (ii) All information required by this paragraph shall be provided to the patient both orally and in writing;
5. be informed of all services the agency is to provide, when and how services will be provided, and the name and functions of any person and affiliated agency providing care and services;
6. participate in the planning of his or her care and be advised in advance of any changes to the plan of care;
7. refuse care and treatment after being fully informed of and understanding the consequences of such actions;
8. be informed of the procedures for submitting patient complaints;
9. voice complaints and recommend changes in policies and services to agency staff, the Georgia State Department of Health or any outside representative of the patient's choice. The expression of such complaints by the patient or his/her designee shall be free from interference, coercion, discrimination or reprisal;
10. submit patient complaints about the care and services provided or not provided and complaints concerning lack of respect for property by anyone furnishing service on behalf of the agency, to be informed of the procedure for filing such complaints.

11. Be notified if the patient is not satisfied by the response the patient may complain to the Department of Community Health's Office of Health Systems Management;
12. The address for the complaints to DCH to be provided to patients is





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13.

**Department of Community Health**  
**2 Peachtree Street, NW**  
**Atlanta, GA 30303**  
**800-657-6442**

14. be treated with consideration, respect and full recognition of his/her dignity and individuality; and
15. privacy, including confidential treatment of patient records, and to refuse release of records to any individual outside the agency except in the case of the patient's transfer to a health care facility, or as required by law or third-party payment contract.
16. **Prohibit exclusion of service and be dealt with without regard to race, color, age, sex, sexual orientation, creed, religion, disability and familial/cultural factors, or ability to pay.**
17. receive complete information about his/her health and recommended treatments, as developed jointly with this Agency;
18. provided with information on alternative services that may be available;
19. participate in a referral to another service provider or a health care institution;
20. refuse to participate in experimental research;
21. receive reasonable notice of any changes in their service, within an agreed upon amount of time, prior to the changes place
22. be informed of the cost of services and procedures and to be informed of all changes in services, procedures and fees, as they occur;
23. refuse services or treatment and be informed of the consequences of that refusal;
24. be free from mental, verbal, sexual and physical abuse, neglect, involuntary seclusion and exploitation;
25. receive privacy and confidentiality with regard to their health, social, and financial circumstances and what takes place in their homes, in accordance with laws and Agency policies;
26. receive confidential treatment of their personal and medical records;
27. approve or refuse the release of their personal or medical records to any individual/entity other than the Agency except when client records are transferred to another service provider or a health facility or as otherwise authorized by law;
28. make suggestions or complaints or present grievances to the Agency, government agencies or other entities or individuals without fear of the threat of retaliation.
29. receive a prompt response, through an established complaint or grievance procedure, to any complaints, suggestions or grievances they may have;



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30. access procedures for making complaints to the:
  - a. authority responsible for health quality;
  - b. Adult Protective Services Program of the local Department of Social Services, if the client is an adult;
  - c. The Child Protective Services Program of the local Department of Social Services, if the client is a child.
31. cared for by qualified, competent and trained personnel;
32. be taught the procedures used to provide care required, to enhance the client's ability to provide as much self-care as possible;
33. designate an individual of the client's choice, to receive instruction on care procedures, which are provided to the client, in order that the designated individual can assist the client as much as possible;
34. have full access to the information regarding their health condition and their care records maintained by this Agency, to the extent required by law;
35. be spoken to or communicated with in a manner or language they can understand;
36. speak freely without fear;
37. have their homes and property treated with respect;
38. be free from involuntary confinement, and from physical or chemical restraints;
39. be free from any actions that would be interpreted as being abusive. e.g. intimidation, physical/sexual/verbal/mental/emotional/material or financial abuse, etc.;
40. report all instances of potential abuse, neglect, exploitation, involving any employee of the Agency, to the *Elder Abuse Hotline*;
41. express complaints verbally or in writing about services or care that is or is not furnished, or about the lack of respect for your person or property by anyone who is furnishing services on behalf of the Agency;
42. be informed of procedures for initiating complaints about the delivery of service or resolving conflict, without fear of reprisal or retaliation;
43. be informed of the laws, regulations and policies of the Agency including:
  - a. *Code of Ethics*;
  - b. *Unstable Health Conditions*;
  - c. *Withdrawal/Termination of Services*; AND,
  - d. others, as required/requested.
44. be provided with the name, certification and staff position of all persons supplying, staffing or supervising the care and services you receive;
45. be informed of where ownership lies for any equipment/supplies provided in the provision of services;
46. receive written information on the care plan, including the names of Care Aide(s), & Supervisor assigned and the Agency's phone number;



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47. provide input on which Care Aide they want and request a change of Care Aide, if desired;
48. be briefed on any procedure/treatment before it is carried out in order that they can give informed consent;
49. receive regular nursing supervision of the Care Aide, if medically-related personal care is needed;
50. be given written documentation on the Agency's Advance Directives Policy;
51. to die with dignity;
52. be informed, within a reasonable amount of time, of the Agency's plans to terminate the care or service and/or their intention to transfer their care to another agency; and,
53. have their family or legal representative exercise the client's rights when the legal representative is legally authorized to do so

#### **CROSS-POLICY REFERENCES**

1. Client & Agency Responsibilities
2. Advance Directives
3. Standards of Conduct & Work Ethics
4. Complaints/Compliments
5. Unstable Health Conditions
6. Withdrawal/Termination of Services
7. Service Plan
8. Service Agreement
9. Privacy & Confidentiality

#### **REGULATORY REFERENCE**

This policy has a regulatory reference to Ga. Comp. R. & Regs. 111-2-2-.32(3)(2)(1)(1)

#### **RESPONSIBLE PARTY**

1. Supervisor Client's services is responsible for adhering to this policy's directives.
2. Manager Client's Services

#### **FORMS**

1. Rights & Responsibilities of Client & Agency of Client & Agency





**Table: Financial Average Charges Per Agency Visit**

# Financial Average Charges Per Agency Visit

2021

## State Service Delivery Regions

See selection criteria at end of report; totals for each area are in area header

Base Location	Facility Name	Skilled Nursing Visits	Physical Therapy Visits	Home Health Aide Visits	Occupational Therapy Visits	Medical Social Services Visits	Speech Pathology Visits	Total Visits	Gross Patient Charges	Average Charge per Visit
<b>2021</b>	<b>39 Agencies</b>	<b>519,348</b>	<b>446,694</b>	<b>30,537</b>	<b>158,426</b>	<b>11,002</b>	<b>28,217</b>	<b>1,194,224</b>	<b>65,575,529</b>	<b>306.12</b>
<b>Area 1</b>	<b>7 Agencies</b>	<b>144,088</b>	<b>70,764</b>	<b>5,695</b>	<b>31,455</b>	<b>2,561</b>	<b>5,870</b>	<b>260,433</b>	<b>99,810,494</b>	<b>383.25</b>
Catoosa	Home Care Solutions	18,143	6,121	100	3,503	0	438	28,305	5,382,432	190.16
Catoosa	North Georgia Home Health Agency - An Amedisys Company	20,284	11,536	2,091	3,937	70	1,441	39,359	31,596,400	802.77
Floyd	Coosa Valley Home Health, an Amedisys Company	13,987	9,316	68	5,039	794	1,116	30,320	19,393,987	639.64
Floyd	Floyd HomeCare	63,840	26,003	1,515	12,907	1,189	2,322	107,776	16,182,371	150.15
Gordon	Gordon Home Care	7,234	6,649	1,400	1,462	0	365	17,110	3,260,430	190.56
Pickens	Amedisys Northwest Home Health	7,305	7,098	14	2,467	188	143	17,215	19,550,925	1,135.69
Whitfield	Hamilton Home Health	13,295	4,041	507	2,140	320	45	20,348	4,443,949	218.40
<b>Area 3</b>	<b>26 Agencies</b>	<b>300,740</b>	<b>321,010</b>	<b>19,906</b>	<b>105,901</b>	<b>7,100</b>	<b>18,202</b>	<b>772,859</b>	<b>38,016,346</b>	<b>307.97</b>
Cherokee	Community Home Health, an Amedisys Company	10,996	11,321	81	5,313	290	646	28,647	6,982,390	243.74
Clayton	SunCrest Home Health of Georgia	12,730	9,756	366	2,663	88	508	26,111	4,745,470	181.74
Cobb	Encompass Health Home Health	4,598	7,278	309	2,555	60	697	15,497	2,987,352	192.77
Cobb	Five Points Healthcare of GA, LLC	1,858	1,495	192	875	134	80	4,634	1,161,294	250.60
Cobb	Kindred at Home - Marietta	47,097	62,729	2,659	15,008	1,222	2,993	131,708	27,158,449	206.20
Cobb	Suncrest Home Health	4,290	3,684	31	1,301	101	60	9,467	1,945,405	205.49

Base Location	Facility Name	Skilled Nursing Visits	Physical Therapy Visits	Home Health Aide Visits	Occupational Therapy Visits	Medical Social Services Visits	Speech Pathology Visits	Total Visits	Gross Patient Charges	Average Charge per Visit
Cobb	WellStar Home Health - Cobb	22,785	19,378	2,162	4,463	1,160	1,219	51,167	11,207,757	219.04
DeKalb	BridgeWay Home Health	700	1,323	38	536	9	19	2,625	1,791,418	682.44
DeKalb	Central Home Health Care, an Amedisys Company	11,078	12,920	93	4,857	22	254	29,224	30,053,687	1,028.39
DeKalb	Suncrest Home Health	674	373	0	183	10	0	1,240	188,270	151.83
Douglas	Central Home Health Health, Douglasville, an Amedisys Company	9,568	9,590	320	2,942	207	503	23,130	42,769,274	1,849.08
Fayette	Kindred at Home - Peachtree City	47,247	46,236	2,385	13,485	1,230	4,349	114,932	20,920,516	182.03
Fulton	Central Home Health Care, Atlanta, an Amedisys Company	10,807	10,559	0	4,833	1	0	26,200	13,728,863	524.00
Fulton	Georgia Home Health	6,803	8,388	0	2,543	90	239	18,063	3,556,672	196.90
Fulton	Guardian Home Care, LLC									
Fulton	Interim Healthcare of Atlanta Inc.	25,388	19,984	4,537	9,983	461	1,023	61,376	14,116,834	230.01
Fulton	Kindred at Home - Atlanta	14,957	17,462	1,619	6,020	196	694	40,948	8,096,302	197.72
Fulton	Medside Home Health Agency									
Fulton	Visiting Nurse Health Systems, Metro Atlanta	25,489	29,394	1,855	10,620	839	800	68,997	15,807,122	229.10
Gwinnett	Encompass Health Home Health	4,119	6,072	261	2,754	27	885	14,118	2,723,213	192.89
Gwinnett	Five Points Healthcare of GA, LLC - Gwinnett	3,557	3,896	395	1,110	288	157	9,403	2,435,921	259.06
Gwinnett	MeSun Health Services, Inc.	651	1,174	62	894	8	0	2,789	310,327	111.27
Gwinnett	Pediatric Services of America - Norcross	1,241	0	0	0	0	0	1,241	188,862	152.19
Gwinnett	Pruitthealth Home Health - Atlanta	16,857	14,984	1,189	6,423	462	1,231	41,146	8,388,743	203.88

Base Location	Facility Name	Skilled Nursing Visits	Physical Therapy Visits	Home Health Aide Visits	Occupational Therapy Visits	Medical Social Services Visits	Speech Pathology Visits	Total Visits	Gross Patient Charges	Average Charge per Visit
Gwinnett	Staff Builders Home Health	9,907	14,068	129	3,444	28	1,678	29,254	12,673,993	433.24
Rockdale	Bridgeway Home Health	7,343	8,946	1,223	3,096	167	167	20,942	4,078,212	194.74
<b>Area 8</b>	<b>6 Agencies</b>	<b>74,520</b>	<b>54,920</b>	<b>4,936</b>	<b>21,070</b>	<b>1,341</b>	<b>4,145</b>	<b>160,932</b>	<b>27,748,689</b>	<b>172.42</b>
Crisp	CareSouth - An Affiliate of Crisp Regional Hospital	6,414	5,605	128	142	4	214	12,507	2,190,838	175.17
Muscogee	Encompass Health Home Health	36,919	31,770	1,938	14,786	792	3,189	89,394	16,152,620	180.69
Muscogee	Georgia Home Health	9,647	4,872	182	2,740	154	315	17,910	2,916,515	162.84
Muscogee	Kindred at Home - Columbus	10,889	9,905	655	2,041	156	340	23,986	4,442,736	185.22
Muscogee	Muscogee Home Health Agency									
Muscogee	Ultra Care of Georgia	10,651	2,768	2,033	1,361	235	87	17,135	2,045,980	119.40

Source: Home Health Agency Survey  
Prepared By: Department of Community Health

Notes: Total Visits may include other visits not listed here. Agencies can include other types of health-related visits.

The report totals and subtotals include only those records specified in selection criteria, if any, shown below. If no criteria are shown, all records are included.

([Year] >= '2021' AND [Year] <='2021' AND [SSDR] in(1, 3, 8) )

**Axzon's JCAHO Accreditation Award**



April 25, 2023

Sandeep Kalra  
Administrator  
Axzons Health System Corporation  
70 East Sunrise Highway, Suite 500  
Valley Stream, NY 11581

Joint Commission ID #: 686602  
Program: Home Care Accreditation  
Accreditation Activity: 60-day Evidence of Standards  
Compliance  
Accreditation Activity Completed : 4/21/2023

Dear Mr. Kalra:

The Joint Commission is pleased to grant your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

**Comprehensive Accreditation Manual for Home Care**

This accreditation cycle is effective beginning March 16, 2023 and is customarily valid for up to 36 months. Please note, The Joint Commission reserves the right to shorten the duration of the cycle.

Please note, if your survey was conducted off-site (virtually): Your organization may be required to undergo an on-site survey once The Joint Commission has determined that conditions are appropriate to conduct on-site survey activity.

Should you wish to promote your accreditation decision, please view the information listed under the 'Publicity Kit' link located on your secure extranet site, The Joint Commission Connect.

The Joint Commission will update your accreditation decision on Quality Check®.

Congratulations on your achievement.

Sincerely,

A handwritten signature in dark ink that reads "Deborah A. Ryan".

Deborah A. Ryan, MS, RN  
Executive Vice President  
Division of Accreditation and Certification Operations

**File Attachments for Item:**

3. RESOLUTION - A resolution canceling the July 4, August 1, and September 5, 2023 Proclamation Sessions.



**RESOLUTION****NO. \_\_\_\_\_**

A resolution cancelling the Proclamation Sessions for July 4, August 1, and September 5, 2023.

**WHEREAS**, regular Council meetings shall commence at the time or times as set forth in the rules of procedures by the Council of Columbus, Georgia; and,

**WHEREAS**, the Council desires to cancel the Proclamation Sessions as follows: July 4, August 1, and September 5, 2023; and,

**WHEREAS**, in accordance with Section 3-103 of the Charter, the Council may, by majority vote of the Council at least seven days prior to the meeting, cancel a regularly scheduled meeting.

**NOW THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:**

The July 4, August 1, and September 5, 2023 Proclamation Sessions are hereby cancelled.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13th day of June 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

\_\_\_\_\_  
**Sandra T. Davis**  
 Clerk of Council

\_\_\_\_\_  
**B. H. "Skip" Henderson, III**  
 Mayor

**File Attachments for Item:**

4. RESOLUTION - A resolution excusing Councilor R. Walker Garrett from the June 13, 2023 Council Meeting.

**RESOLUTION****NO.** \_\_\_\_\_

A Resolution excusing Councilors absence.

\_\_\_\_\_  
THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor R. Walker Garrett is hereby excused from attendance of the June 13, 2023 Council Meeting for the following reasons:

Personal Business:

\_\_\_\_\_  
Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13<sup>th</sup> day of June 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

\_\_\_\_\_  
**Sandra T. Davis**  
Clerk of Council

\_\_\_\_\_  
**B. H. "Skip" Henderson, III**  
Mayor

Form revised 11-1-79, Approved by Council 11-6-79

**File Attachments for Item:**

5. RESOLUTION - A resolution approving an Honorary Street Designation Application submitted by Pastor L. Darnel Skinner, Jr. with the Bread of Life Christian Center requesting signage to be placed at the intersecting streets at each end of the one block area of Manchester Expressway and 46<sup>th</sup> Street in honor of Bishop L.D. Skinner, Sr. *(The Board of Honor met on May 24, 2023 and recommends approval.)*

## RESOLUTION

NO. \_\_\_\_\_

A resolution approving an Honorary Street Designation Application submitted by Pastor L. Darnel Skinner, Jr. with the Bread of Life Christian Center requesting signage to be placed at the intersecting streets at each end of the one block area of Manchester Expressway and 46<sup>th</sup> Street in honor of Bishop L.D. Skinner, Sr.

**WHEREAS**, Bishop L.D. Skinner, Sr. is the founding Pastor of Bread of Life Christian Center and one of the first pioneers to establish one church in two locations in the city; and,

**WHEREAS**, as a resident for almost 50 years, Bishop L.D. Skinner, Sr. served as the Board Chairman of the Greater Columbus Urban League, member of the Columbus Salvation Army, member of Tree of Life Health Clinic and other organizations that present a positive impact on the lives of many in the community; and,

**WHEREAS**, the Board of Honor held a meeting on May 25, 2023 to consider the application and to make a recommendation to Council. At that meeting, the Board of Honor members voted to approve the request for an Honorary Designation for Bishop L.D. Skinner, Sr. to be located at the intersecting streets at each end of the one block area of Manchester Expressway and 46<sup>th</sup> Street.

**WHEREAS**, in accordance with the City Facility and Honorary Street Naming Policy- Section 4: Criteria for Naming Honorary Streets, "Honorary Street Name Designations will be temporarily displayed for a period of five years, unless otherwise approved by City Council (after completing a new renewal process). Upon request at any time, the honorary street name sign may be returned to the applicant or applicant's representative with City Council's concurrence."

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:**

That Honorary Designation signage be erected at the intersecting streets at each end of the one block area of Manchester Expressway and 46<sup>th</sup> Street in honor of Bishop L.D. Skinner, Sr.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13<sup>th</sup> day of June 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

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**Sandra T. Davis**  
Clerk of Council

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**B. H. “Skip” Henderson, III**  
Mayor

**File Attachments for Item:**

6. RESOLUTION - A resolution approving an Honorary Designation Application submitted by Deputy Director Becky Summerlin- Department of Parks & Recreation to rename the Cooper Creek Tennis Center Clubhouse in honor of Mr. Rick Gordon. *(The Board of Honor met on May 24, 2023 and recommends approval.)*



## RESOLUTION

NO. \_\_\_\_\_

A resolution approving an Honorary Designation Application submitted by Becky Summerlin- Assistant Director of Parks and Recreation to rename the Cooper Creek Tennis Center Clubhouse in honor of Mr. Rick Gordon.

**WHEREAS**, Mr. Rick Gordon served as the Director of Parks and Recreation from 1988 – 1998. He also served as the Director of the Columbus Sports Council. During his tenure as the Director of Parks and Recreation, he was responsible for many enhancements to the complex to include adding more courts and bringing numerous events to the center; and,

**WHEREAS**, Mr. Rick Gordon was an avid tennis player at Cooper Creek Park and instrumental for sparking an interest in the sport of tennis through his deep-rooted ties to the tennis center and the community. He strived to make Cooper Creek Tennis Center a vital part of the history of Columbus; and,

**WHEREAS**, the Board of Honor held a meeting on May 25, 2023 to consider the application and to make a recommendation to Council. At that meeting, the Board of Honor members voted to approve the request for an Honorary Designation to rename the Cooper Creek Tennis Center Clubhouse in honor of Mr. Rick Gordon.

**WHEREAS**, in accordance with the City Facility and Honorary Street Naming Policy- Section 3: Criteria for Naming City Facilities, “Unless otherwise approved by city council, when a building, facility or public outdoor space undergoes a major renovation or ceases to exist, the name will be honored as a part of the City’s history but will not necessarily be retained.”

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:**

That Honorary Designation signage be erected renaming Cooper Creek Tennis Center Clubhouse in honor of Mr. Rick Gordon.

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 13<sup>th</sup> day of June 2023 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

---

**Sandra T. Davis**  
Clerk of Council

---

**B. H. “Skip” Henderson, III**  
Mayor

**File Attachments for Item:**

7. Email Correspondence from Ms. Emma Kimbrel- Community Reinvestment Planner requesting that the seat of Ms. Sendreka Lakes be declared vacant due to the lack of attendance.

**Sandra T Davis**

---

**From:** Emma Kimbrel  
**Sent:** Thursday, June 8, 2023 11:01 AM  
**To:** Sandra T Davis; Robert D Scott  
**Cc:** Lindsey Mclemore; Kimberly A Mitchell  
**Subject:** CDAC Member - Sendreka Lakes

Hey Sandra,

I hope you are well. We would like to request that Sendreka Lakes position be made vacant for CDAC.

She has missed every meeting last year:

March 17, 2022  
June 9, 2022  
September 9, 2022  
December 8, 2022

She has also missed our first meeting this year:

March 9, 2023

We believe that because of her absence and lack of response that her seat should be made vacant for somebody who can be an active member on our CDAC board. Please let us know how to proceed forward and if you need anything else from our end.

Thanks,



Emma Kimbrel  
Community Reinvestment Planner  
Columbus Consolidated Government  
Direct: 706.225.3931  
[Kimbrel.Emma@columbusga.org](mailto:Kimbrel.Emma@columbusga.org)  
[Community Reinvestment | Home \(columbusga.gov\)](https://www.columbusga.gov/CommunityReinvestment)

**File Attachments for Item:**

8. Letter of Resignation from Ms. Jennifer Upshaw resigning from her seat on the Public Safety Advisory Commission.

Jennifer S. Upshaw  
2922 Fleetwood Drive  
Columbus, GA 31906

April 25, 2023

To whom it may concern:

Please accept this letter as notification of my resignation from the Public Safety Advisory Council. I greatly appreciate the opportunity to serve on this council and am grateful for the experience and knowledge I gained during my time.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Upshaw". The signature is written in a cursive, flowing style.

Jennifer Upshaw

**File Attachments for Item:**

**9. Minutes of the following boards:**

Board of Honor, May 25, 2023

Board of Tax Assessors, #18-23 and #19-23

Board of Zoning Appeals, May 5, 2023

Convention & Visitors Bureau, Board of Commissioners, April 19, 2023

Development Authority, April 13 and May 4, 2023

Hospital Authority, April 25, 2023

Housing Authority, April 19, 2023

New Horizons Behavioral Health- Mental Health, Addictive Diseases and Developmental Disabilities- Community Service Board, January 11, February 8, April 12, May 10, June 14, August 9, September 13, October 11, and December 13, 2021

Personnel Review Board, May 24, 2023

Uptown Facade Board, April 17, 2023



*Official Minutes***BOARD OF HONOR**

Meeting  
May 24, 2023

**Members Present:** Vivian Creighton Bishop  
David Ebron  
Beth Harris  
Judge Bobby Peters  
John Wells

**Members Absent:** Barbara Pierce

A meeting of the Board of Honor was called to order at 3:07 p.m. in the Ground Floor Conference Room, at the Government Center, by Chairperson Beth Harris. During this meeting the following items were voted upon, and their recommendations are as follows:

1. Approval of minutes for the July 27, 2022, meeting.

Mr. Ebron made a motion to approve the minutes, seconded by Judge Peters and carried unanimously by the five members present, with Ms. Pierce being absent from the meeting.

2. City Facility and Honorary Street Naming Policy

- Attachment(s): City Facility and Honorary Street Naming Policy, Honorary Naming of City Streets Presentation (Presented by Deputy City Manager Lisa Goodwin at the December 6, 2022 Council Meeting)

Deputy Clerk of Council McLemore explained the new changes to the City Facility and Honorary Street Naming Policy. During the discussion, several members expressed concerns regarding the new policies and made recommendations to make the policies stricter.

Mr. Wells made a motion to recommend honorees for streets and facilities be changed from living or deceased to deceased, seconded by Ms. Bishop and carried unanimously by the five members present, with Ms. Pierce being absent from the meeting.

Mr. Wells made a motion to recommend honorary street designations be for a one 5-year period, seconded by Mr. Ebron and carried unanimously by the five members present, with Ms. Pierce being absent from the meeting.

3. Request: Honorary Designation for Streets

- Honoree: Bishop L. D. Skinner, Sr.
- Requestor: Bread of Life Christian Center (L. Daniel Skinner, Jr.)
- Location: Oates Avenue (from Manchester Expressway to 46<sup>th</sup> Street)
- Signage: Bishop L. D. Skinner, Sr. Blvd or Ave.
- Opposition: none
- Attachment(s): Application, Google Map

Judge Peters made a motion to approve the request as presented, seconded by Mr. Wells and carried unanimously by the five members present, with Ms. Pierce being absent from the meeting.

4. Request: Honorary Designation

- Honoree: Rick Gordon
- Requestor: Deputy Director Becky Summerlin (Parks & Recreation Department)
- Location: Cooper Creek Tennis Center Clubhouse
- Opposition: none
- Attachment(s): Application

Judge Peters made a motion to approve the request as presented, seconded by Mr. Wells and carried unanimously by the five members present, with Ms. Pierce being absent from the meeting.

With no further business to come before this board, Chairperson Harris entertained a motion for adjournment. Motion by Mr. Wells to adjourn the May 24, 2023 Board of Honor Meeting, seconded by Ms. Bishop and carried unanimously by the five members present, with Ms. Pierce being absent from the meeting, and the time being 3:38 p.m.

---

Lindsey G. McLemore, Deputy Clerk of Council  
Recording Secretary



# Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center  
3111 Citizens Way  
Columbus, GA 31906

Mailing Address:  
PO Box 1340  
Columbus, GA 31902

Telephone (706) 653-4398, 4402  
Fax (706) 225-3800

## Board Members

Jayne Govar  
Chairman

Lanitra Sandifer Hicks  
Assessor

Kathy J. Jones  
Assessor

Todd A. Hammonds  
Assessor

Trey Carmack  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #18-23

**CALL TO ORDER:** Vice Chairman Trey Carmack calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, May 15, 2023, at 9:00 A.M.

### **PRESENT ARE:**

Vice Chairman Trey Carmack  
Assessor Lanitra Sandifer Hicks  
Assessor Kathy Jones  
Chief Appraiser/Secretary Suzanne Widenhouse  
Recording Secretary Katrina Culpepper

**APPROVAL OF AGENDA:** Assessor Jones motions to accept agenda with noted changes. Assessor Sandifer Hicks seconds and the motion carries.

**APPROVAL OF MINUTES:** Assessor Sandifer Hicks motions to accept minutes as presented. Assessor Jones seconds and the motion carries.

At 9:07, Administrative Manager Leilani Floyd presents to the Board:

- Homesteads, Veterans Exemptions - Signed & Approved.

At 9:11, Personal Property Manager Stacy Pollard presents to the Board:

- Personal Property Digest - Signed & Approved.
- BOE Results - placed into record.

At 9:15, Commercial Property Manager Jeff Milam presents to the Board:

- BOE Results - Res/Com - Signed & Approved. #136 001 009 held until full board is present.

At 9:28, Chief Appraiser Suzanne Widenhouse presents to the Board:

- CUVAS - Signed & Approved
- Waiver & Releases - #137 001 008H & 137 001 008XH - Assessor Jones motions to approve. Assessor Sandifer Hicks seconds and the motion carries.
- CUVA Denials - #101 001 008 & 102 006 006 - Signed as Denials.
- CUVA Value Changes - Assessor Sandifer Hicks motions to accept. Assessor Jones seconds and the motion carries.
- Local Value Changes - Assessor Jones motions to approve. Assessor Sandifer Hicks seconds and the motion carries.

- 1 Yr Sales Caps - Assessor Sandifer Hicks motions to approve. Assessor Jones seconds and the motion carries.
- Sales Ratio Study - placed into record.
- Commercial Digest - Assessor Sandifer Hicks motions to approve. Assessor Jones seconds and the motion carries.

Assessor Sandifer Hicks motions to excuse Assessor Hammonds for his absence today. Assessor Jones seconds and the motion carries.


Assessor Jones motions to excuse Assessor Sandifer Hicks who will be absent on June 5<sup>th</sup> and June 26<sup>th</sup>. Vice Chair Carmack seconds and the motion carries.

At 10:17, Vice Chairman Carmack adjourns the meeting without any objections.

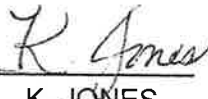
Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED: \_\_\_\_\_


MIN# 19 - 23 MAY 22 2023

  
J. GOVAR  
CHAIRMAN

  
L. SANDIFER HICKS  
ASSESSOR

  
K. JONES  
ASSESSOR

  
T.A. HAMMONDS  
ASSESSOR

  
T. CARMACK  
VICE CHAIRMAN



# Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

Item #9.

City Services Center  
3111 Citizens Way  
Columbus, GA 31906

Mailing Address:  
PO Box 1340  
Columbus, GA 31902

Telephone (706) 653-4398, 4402  
Fax (706) 225-3800

## Board Members

Jayne Govar  
Chairman

Lanitra Sandifer Hicks  
Assessor

Kathy J. Jones  
Assessor

Todd A. Hammonds  
Assessor

Trey Carmack  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #19-23

**CALL TO ORDER:** Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, May 22, 2023, at 9:00 A.M.

### **PRESENT ARE:**

Chairman Jayne Govar  
Vice Chairman Trey Carmack  
Assessor Lanitra Sandifer Hicks  
Assessor Kathy Jones  
Assessor Todd Hammonds  
Chief Appraiser/Secretary Suzanne Widenhouse  
Recording Secretary Katrina Culpepper

**APPROVAL OF AGENDA:** Vice Chairman Carmack motions to accept agenda with noted changes. Assessor Hammonds seconds and the motion carries.

**APPROVAL OF MINUTES:** Vice Chairman Carmack motions to accept minutes as presented. Assessor Sandifer Hicks seconds and the motion carries.

At 9:05, Personal Property Manager Stacy Pollard presents to the Board:

- Exemption Request - Assessor Hammonds recused himself from decision. Vice Chairman Carmack motions to accept. Assessor Sandifer Hicks seconds and the motion carries.

At 9:08, Commercial Property Manager Jeff Milam presents to the Board:

- CUA Application - Vice Chairman Carmack motions to proceed to Superior Court. Assessor Jones seconds and the motion carries. Signed as a denial.

At 9:26, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Mediation Results - No resolution reached # 004 002 001
- Settlement Offer - Recommend reject & meet at settlement conference. All assessors agree.
- Update on Notices - On track to be mailed May 30th
- Digest Submission documents and reports - Signed by Chairman Govar
- Public outreach for new appeal process update

At 10:23, Chairman Govar adjourns the meeting without any objections.

Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED:  06/05/2023

MIN# 20-23 JUN 5 2023

absent

J. GOVAR  
CHAIRMAN

absent

L. SANDIFER HICKS  
ASSESSOR

K. Jones

K. JONES  
ASSESSOR



T.A. HAMMONDS  
ASSESSOR



T. CARMACK  
VICE CHAIRMAN

Board Members Present Were: Al Hayes, Doug Jefcoat, Shaun Roberts, Kathleen Mullins

City Personnel Present Were: Fred Cobb, Amer A Gonzalez

Meeting Called to Order: 2:00pm

First order of business approve minutes from May.

**BZA-03-23-000477**

**1311 WARM SPRINGS RD**

Request a variance to increase parking from 252 spaces to 450 for new medical facility.

**Case Decision:** Farley made motion to approve “the use of this property is going to require more parking than it can handle so it looks as if as long as the city engineering ultimately approves it should be a good application”. Seconded by Roberts, Motion carries as approved.

**BZA-03-23-000496**

**2315 19TH ST**

OWNER WANTS TO REDUCED SIDE SETBACK FROM 8FT TO 2FT. HOME IS ZONED SFR2. PER UDO SECTION 2.2.8 SINGLE FAMILY RESIDENTIAL 2 ZONING DISTRICTS SIDE SETBACKS ARE 8 FT.

**Case Decision:** Roberts made motion to approve, “no opposition to it, it goes with the style of the building”, Seconded by Jefcoat, Motion carries as approved.

**BZA-03-23-000523**

**1825 SMITH RD**

Owner wants to build an 80'X80' metal building for storage on the front/side of the existing residence. Per UDO Section 2.1.6 Accessory structures shall be located in the rear yard for all residential zoning districts. Property is zoned RE-1.

**Case Decision:** Mullins makes motion to approve as “the placement of the structure that this is already in existent well is needed to be placed in that particular position there's no room actually behind the house this isn't even actually visible from the road, seconded by Roberts, Motion carries as approved.

**BZA-04-23-000658**

**5180 CARGO DR**

Tenant wants to add 24 additional parking spaces reducing the setback to the front property line from the parking lot to 0ft. Per UDO section 4.3.8 (E) all parking must be offset 3ft from any property line.



**Case Decision:** Jefcoat makes motion to approve “the request for their appeal and the reason being that it helps solve the safety issues and doesn't really impact anything else going along in there still is a good distance out to the road and if it helps one of our local businesses grow.

**BZA-04-23-000660**

**1650 FOXHALL CT**

OWNER WANTS TO PLACE A SWIMMING POOL ON THE SIDE OF HOME. PER UDO SECTION 2.1.6 ALL ACCESSORY STRUCTURES SHALL BE LOCATED IN THE REAR YARD. PROPERTY IS ZONED SFR1

**Case Decision:** Mullins makes motion to approve,” the positioning of the pool on the side of the house due to the that fact that HOA has not opposed to it and no one else from the neighborhood has come forward in opposition it seems to be the only option for this family to have pool. Seconded by Jefcoat, Motion Carries as approved.

**BZA-04-23-000668**

**616 BROADWAY**

Owner wants to place a garage on the west rear side portion of the yard. Owner wants to reduce west rear side set back from 5 feet required to 2 feet. Property is zoned HIST. Per UDO Section 2.1.6 accessory structures side set back for HIST is 5 feet.

**Case Decision:** Mullins made motion to approve, no opposition and better improvement of the home, seconded by Jefcoat. Motion carried as approved.

**BZA-04-23-000670**

**408 CHEYENNE RD**

Owner wants to place an accessory structure on the side of home. Property is zoned RE-1. Per Udo Section 2.1.6 Accessory structures shall be located in the rear yard for all residential zoning districts.

**Case Decision:** Roberts makes motion to approve, Seconded by Mullins. Motion carried as approved.

**Additional Information:**

Appellants name was misspelled on the agenda on the day of the meeting. It was corrected in the system.

**BZA-04-23-000674**

**6800 MITCHELL DR**

Owner wants to reduce the side yard setback from 5 feet required to 2 feet. Property is zoned SFR4 per udo section 2.2.10. Single Family Residential 4 zoning district side setbacks are 5 feet.

**Case Decision:** Jefcoat makes motion to approve, “request to add up an awning and needing to reduce the side setback in order to deal with a hardship of helping a disabled person safely move in and out of their home” Seconded by Hayes. Motion carried as approved.

**BZA-04-23-000699**

**6200 BRADLEY PARK DR**

Request a variance to increase parking from 22 spaces required to 27 for office facility.

**Case Decision:** Roberts makes motion to approve, “the new medical facility needs more parking than is currently required or allowed to help with the function of the facility”, Seconded by Jefcoat. Motion carried as approved.

**BZA-04-23-000700**

**1100 12TH ST**

Request a variance to reduce front yard setback from 20 feet required to 10' to add addition to front of existing apartment buildings.

**Case Decision:** Mullins makes motion to approve, Seconded by Jefcoat. Motion carried as approved.

**BZA-04-23-000701**

**450 5TH AV**

Request a variance for the following: 1.) Reduce parking from 139 spaces required to 63, 2.) reduce front yard setback from 25 feet required to 0 feet for the construction of porte-cochere for a new senior housing facility.

**Case Decision:** Jefcoat makes motion to approve, motion to approve make a motion to approve the reduction in the parking is consistent with what the building use is going to be and the research that the Columbus housing party has done and the reduction in the front yard setback poses no problems to the folks around there” Seconded by Roberts. Motion carried as approved.

**Additional Information:** Board member Tomeika Farley was not present due to Family Obligations. no further information. Meeting adjourned,

**Minutes were approved 2:09pm 06/07/2023.**



BOARD OF COMMISSIONERS MEETING  
Wednesday, April 19, 2023

**Commissioners Present;** Lauren Becker, Chair; Jamie Waters, Vice Chair; Miles Greathouse, Secretary/Treasurer; Amy Bryan, Sherricka Day (virtual), Dan Gilbert, Pace Halter, and Michelle Spivey

**Commissioners Absent:** Peter Jones

**Special Invitees:** Norm Easterbrook, RiverCenter for the Performing Arts; Haley Tillery, Columbus GA Convention & Trade Center; Merri Sherman, Columbus Sports Council; Ed Wolverton, Uptown Columbus Inc.

**Staff Present:** Peter Bowden, Kim Gonzalez, Shelby Guest, Lacy Harden, and Ashley Woitena

**Call to Order ..... Lauren Becker**

- The April 2023 meeting was called to order by Lauren Becker at 3:30 pm.
- Ms. Becker welcomed new board member, Michelle Spivey who then provided the board with additional background information about herself and work experience in the hospitality industry. Ms. Becker also welcomed special guest, Everett Fleming, Assistant Director of the Department of Transportation/Metra.

**Approval of Minutes & Financials ..... Miles Greathouse**

- Miles Greathouse presented the consent agenda which included minutes from the March 2023 meeting, as well as financials for March 2023. He asked if there were any questions or discussion. There being none, a motion was made by Pace Halter to approve the consent agenda, seconded by Dan Gilbert. A vote was taken, and the motion was approved.

**Chair's Report ..... Lauren Becker**

- Ms. Becker then asked Mr. Everett Fleming, to present the Columbus Consolidated Government's plan for electric shuttle service for the Uptown District (see attached report)

**President's Report.....Peter Bowden**

- Next, Ms. Becker turned the meeting over to Peter Bowden. He began by giving a legislative update on SB 127 protecting funding for destination marketing, preventing changes to

hotel/motel tax funding unless all parties agree. Mr. Bowden explained that the bill is slated to be signed into law by the governor May 1, 2023,

- Shelby Guest then provided a recap of the Southeastern Tourism Society Sales, Marketing & PR Conference highlighting several workshops that ranged from “remarkable” customer experiences, examples of why research is important to marketing decisions, to sustainable tourism trends.
- Mr. Bowden then asked Ashley Woitena to review the Executive Summary STR Report. This is a continuation from last month of reviewing various reports included in the board packet to help board members have a better understanding of what is tracked for the destination and why. Ms. Woitena provided the Board with information on how the details are calculated, how to read the report, and how this aids the organization in planning, competing, and prospecting for business.
- Mr. Bowden then updated the board on the short-term rental impact to hotel/motel tax. He explained that there are a large number of non-compliant short-term rental units operating in Columbus which results in lost revenue for both the city and those organizations dependent on hotel motel tax. He emphasized that short-term experiences are part of the visitor experience, but those non-compliant units have an unfair advantage over hotel owners who have invested heavily in the marketplace and that the goal would be to create a “level playing field “ for both hotels and short-term rental businesses.

**Other Business.....Group**

- Dan Gilbert spoke of the financial impact and national media coverage that the Ranger Competition had on Columbus, GA. The Ranger Competition will be held here again, next year.

**Adjournment.....Lauren Becker**

With no further business, Ms. Becker adjourned the meeting at 4:22 p.m.

MINUTES OF THE MEETING OF THE  
DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA  
April 13, 2023

MEMBERS PRESENT: Heath Schondelmayer, Selvin Hollingsworth, Tyson Begly, Charles Ray Sheffield, Geniece Granville, Travis Chambers

MEMBERS NOT PRESENT: Dallis Copeland

ALSO PRESENT: Joe Sanders, Jerald Mitchell, Conner Miller, Kathryn Quackenbush, Robert McKenna, Tracey Herring, Heather Chason, Mark Todd, Jerry Peterson

The meeting was called to order by Heath Schondelmayer.

I. WELCOME

- A. March 2, 2023 Minutes - **Upon motion made by Selvin Hollingsworth and seconded by Charles Ray Sheffield, the Authority unanimously approved the minutes of the March 2, 2023 meeting attached as "Exhibit A".**

II. FINANCES

- A. March Financial Update – Tyson Begly commented on several line expenses to include the millage rates being lower. Tyson covered the balance sheet accounts being in line and spoke on the investments towards Muscogee Technology Park. Joe Sanders elaborated on interest rate increases on deposit accounts and planning for upcoming budgets and audits. **Upon motion by Heath Schondelmayer and seconded by Travis Chambers, the Authority unanimously approved the March 2023 Financial Reports attached as Exhibit "B".**

III. ECONOMIC DEVELOPMENT REPORT

- A. Jerald Mitchell presents economic development snapshot. He reported the following items:
- Discussion on Meghan Richardson's work on recent projects, developing the pipeline, and her relocation to the West Point Chamber of Commerce. Jerald commented on looking for a replacement for an Economic Development Director.
  - Jerald recounted the Chamber's strategic goals to attract new jobs, maintain a robust project pipeline to achieve objectives, and market Economic Development projects. Jerald discussed working with the development community to remain competitive and capitalize on opportunities for economic activity. Remarks on securing land for opportunities and continuing site development.
  - Discussion on building relationships with small businesses to strengthen the business environment in Columbus.
  - Discussion on the opportunities to build competitive infrastructure including roadways and the success of the airport. Jerald commented on the demand for large land assets, proximity to interstates and Georgia ports. Jerald recounted the importance of site development.
  - Discussion on strengthening relationship with Norfolk Southern and collaborating with neighboring counties to develop corridors and thruways. Travis Chambers fielded

## Exhibit A

questions on roadway development in Twiggs County. Geniece Granville inquired about strategies for relationship building. Jerald Mitchell commented on navigating conversations with surrounding county delegations on legislation.

- Discussion on Columbus' water capacity and how it increases industrial attraction due to the State's enhanced focus on electric vehicle manufacturing. Jerald Mitchell commented on leveraging the energy to bring suppliers to the area.
- Jerald briefly reported on opportunities with E-Commerce, Robotics, Mobility and Green Infrastructure.
- Discussion on project pipeline timing, positive activity in terms of RFI and RFP, and delayed decision making.
- Discussion on workforce development activities including economic mobility, interviews with community stakeholders, the International Trade Workforce Council, and the upcoming CREWE event to help address workforce issues and demonstrate available industry opportunities in the Columbus community.
- Conner Miller elaborated on the success of the Industrial Trade Workforce Council, potential CREWE impacts, and Columbus Technical College's development of workforce training programs constructed around micro-credentialing to fill skill gaps missing in the area.
- Discussion on past and upcoming events including the success of the AUSA conference, reception with East Alabama Chamber, the Navigating Barriers Second Chance Hiring Seminar, and the Workplace Stability Retention and Seminar.
- Discussion on the success of the Small Business Boot Camp and continuing to build support for small businesses.

#### IV. CITY OF COLUMBUS REPORT

- A. Heath Schondelmayer suggested supporting and marketing an upcoming event in June for the GA Police and Fire Games. Discussion on the opportunity to market Columbus.

#### V. CHAMBER REPORT

- A. Jerald Mitchell reported on the following items:
  - Jerald spoke on the success of the State of the City event, Hub Council's Chamber Day, the election of Cathy Williams as a GDOT Commissioner, and the GA Tourism Council meeting. He also discussed the Gold Dome Drop-in and the goal to ensure Columbus made the Top 9 for legislative decisions.
  - Jerald discussed tying signature events into other Chamber programs. He commented on the State of Fort Benning event and MG Buzzard hosting a reception at his home for Leadership Columbus and Young Professionals participants the prior evening. Jerald briefly reported on the upcoming name change of Fort Benning to Fort Moore.
  - Jerald elaborated on engagements with Small Businesses to increase effectiveness of the Small Business environment including ARP, the CMMC Cybersecurity event, and continuing Small Business Connect events with Mayor Henderson.
  - Jerald expanded on the success and potential impacts of the Red Carpet Tour due to it being a CEO year. Tyson Begly spoke on the feedback received and suggested focusing efforts on marketing and inventory. Geniece Granville commented on the impact community support had.
  - Jerald briefly reported on the upcoming Golf Tournament and GA Joint Defense Commission in May.

VI. OLD BUSINESS

- A. Nothing significant to report.

VII. NEW BUSINESS

- A. Nothing significant to report.

VIII. LEGAL ISSUES

- A. Rob Mckenna reported that a requested delay was presented to the Authority by legal counsel regarding the Bond Resolution for Project Tremco. No further discussion.
- B. Rob Mckenna discussed the expiration of Rivertown Pediatrics' bond next month. Rivertown has requested to terminate the bond early due to facility developments.  
**Upon motion made by Heath Schondelmayer and seconded by Geniece Granville, the Authority unanimously approved the early bond termination for Rivertown Pediatrics.**
- C. Rob Mckenna introduced Mark Todd and Jerry Peterson as Bond Council from Magnolia Manor to discuss preliminary bond resolution. Charles Ray Sheffield recused himself.
- Jerry Peterson discussed financing for Magnolia Manor's request for \$130 Million in revenue bonds for site and facility developments.
  - Mark Todd elaborated on the organization's objectives including creating jobs, improving senior living, and strengthening the relationship with CTC.
  - Heath Schondelmayer fielded questions on the organization's executive structure and previous financing sources. Geniece Granville inquired about the organization's experience in similar site development and the expected timetables. Rob Mckenna clarified that there would be no risk or liability to the Development Authority regarding debts or tax obligations.
  - **Upon motion made by Heath Schondelmayer and seconded by Travis Chambers, the Authority unanimously approved the preliminary bond resolution in support of Magnolia Manor.**

IX. EXECUTIVE SESSION

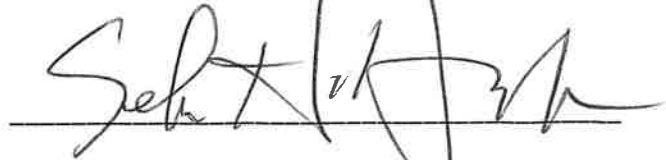
- A. An Executive session was called for by the Chairman.
- B. **Upon motion made by Heath Schondelmayer and seconded by Charles Ray Sheffield, the Authority unanimously approved to propose a counteroffer for Atmos property.**

X. MEETING ADJOURNED

There being no further business the Authority was declared adjourned by the Chairman.



Heath Schondelmayer, Chairman



Selvin Hollingsworth, Vice Chair





MINUTES OF THE MEETING OF THE  
DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA  
May 4, 2023

MEMBERS PRESENT: Heath Schondelmayer, Selvin Hollingsworth, Dallis Copeland, Geniece Granville

MEMBERS NOT PRESENT: Charles Ray Sheffield, Travis Chambers

ALSO PRESENT: Joe Sanders, Jerald Mitchell, Pam Hodge, Conner Miller, Robert McKenna, Tracey Herring, Heather Chason, Kaylynn Link

The meeting was called to order by Heath Schondelmayer.

I. WELCOME

- A. April 13, 2023 Minutes - **Upon motion made by Dallis Copeland and seconded by Geniece Granville, the Authority unanimously approved the minutes of the April 13, 2023 meeting attached as "Exhibit A".**

II. FINANCES

- A. Heath Schondelmayer discussed Tyson Begly taking a City Council seat and his subsequent resignation from the Development Authority Board. Joe Sanders reviewed the April finances in Tyson Begly's absence.
- B. April Financial Update – Joe Sanders commented on several line expenses to include the millage rates, insurance, startup, and consulting fees. Discussion on Red Carpet Tour and Chips expenses. Joe covered the balance sheet accounts being in line besides differences in site grading expenses. Discussion on receiving funding from the Development Authority's Accounts Payable with CDEC for site development expenses. **Upon motion by Selvin Hollingsworth and seconded by Dallis Copeland, the Authority unanimously approved the April 2023 Financial Reports attached as Exhibit "B".**

III. ECONOMIC DEVELOPMENT REPORT

- A. Jerald Mitchell presents economic development snapshot. He reported the following items:
- Discussion on securing land for opportunities, scaling small business scenarios, working with local developers for revitalization, and maintaining the project pipeline.
  - Jerald reported on pipeline projects and prospects with three projects currently at the proposal stage, representing potential new direct jobs and private investments. He commented on the expectation to capture 10-20% of pipeline leads and this range being in line with industry norms.
  - Jerald recapped on expansion of pipeline due to Red Carpet Tour and seeing an increase in activity from a variety of industry sectors including manufacturing, electric vehicles, chemical production, aerospace and defense, and battery production.
  - Conner Miller reported on regional workforce numbers including available jobs in the Columbus region, average compensation including low-income jobs in the area, and unique job posting demands. He highlighted the need for CDL training and commented on the groundbreaking on CTC's Truck Driving Center. Discussion over concerns for productivity, workforce demand, and the low labor participation rate

compared to rest of the state. Geniece Granville expressed interest in focusing efforts based off data from workforce numbers pre and post COVID. Pam Hodge commented on individuals and businesses operating unlicensed.

- Jerald Mitchell commented on the Small Business Week Proclamation from the Mayor, planning the upcoming Small Business Summer Series to continue engagement, and the ARP Program providing opportunity to engage with small businesses and encourage connections.

#### IV. CITY OF COLUMBUS REPORT

- A. Pam Hodge reported on budget line items for the Development Authority including \$150,000 requested for robotics, and \$500,000 being included from both FY23 and FY24 for SWAST. She discussed the upcoming Mayor's 6-week Summer Youth Employment Program for students aged 16 to 24 to attract students who recently graduated and guide industry interest. Pam commented on moving into City Hall on June 20<sup>th</sup> and beginning designing and planning for TSWAS projects.

#### V. CHAMBER REPORT

- A. Jerald Mitchell reported on the following items:
- Jerald discussed the recent success of Chamber events including the State of the City, the Gold Dome Drop-In, and hosting the Georgia Tourism Council Board Meeting.
  - Jerald recapped on Cathy Williams being appointed the new GDOT Commissioner for our area, Georgia Military College's grand opening, and the successful and positive feedback from Red Carpet Tour.
  - Discussion on Better Work Columbus working on reentry event for the fall with an industry expert scheduled to participate to address workforce issues in the community through supporting formerly incarcerated individuals to reenter society.
  - Discussion on participation in CSU's Revisioning workshop, the upcoming name change of Fort Benning to Fort Moore and mitigating expenses for signage changes due to the name change, as well as tying signature events into other Chamber programs. Jerald commented on the State of Fort Benning event and MG Buzzard hosting a reception at his home for Leadership Columbus and Young Professionals.
  - Jerald commented on the recent Georgia Chamber Board Meeting and its discussions on tax credit programs, workforce development, housing affordability, and Hyundai expansion opportunities in Georgia.
  - Discussion on the upcoming Police and Firefighter event to get sponsorship to host a reception for the participants or provide goodie or swag bags to show support.
  - Jerald briefly reported on the upcoming GA Joint Defense Commission, Annual Golf Tournament and Business After Hours at Legacy Reserve.

#### VI. OLD BUSINESS

- A. Heath Schondelmayer discussed reaching an agreement on an offer for Atmos land of \$750,000 and a 90-day due diligence period has begun. Heath commented on recommendation of using funds for site development.

#### VII. NEW BUSINESS

- A. Nothing significant to report.

VIII. LEGAL ISSUES

- A. Rob McKenna reported on a corrective deed for Project Tremco. He discussed a delay on the property closing due to a small error that was found in the legal description of the deed regarding land lot specifications. He commented on receiving a request from the title company for the Development Authority to resign the deed with the correction. **Upon motion made by Selvin Hollingsworth and seconded by Geniece Granville, the Authority unanimously approved the resign the corrected deed for Project Tremco.**

IX. EXECUTIVE SESSION

- A. No Executive session called.

X. MEETING ADJOURNED

There being no further business the Authority was declared adjourned by the Chairman.



Heath Schondelmayer, Chairman



Selvin Hollingsworth, Vice Chair



BOARD MINUTES  
OF THE  
HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA  
April 25, 2023

A regularly scheduled meeting of the Board of the Hospital Authority of Columbus, Georgia (HAC) was held at 11:00 AM on Tuesday, April 25, 2023. The meeting was held in the conference room at Orchard View on Whitesville Road in Columbus, Georgia, and by Zoom video conference. A notice was emailed to each member of the Board prior to the meeting. A copy of the notice was posted more than 24 hours before the meeting on the door of the building in which the meeting was held.

Present at the meeting were Chairman Ernie Smallman, Vice Chairman Sarah Lang, members Betty Tatum, Dr. John Kingsbury, Mike Welch, Warner Kennon, Jr., and Chuck Hecht. Members Jennings Chester and Cynthia Jordan were excused.

Britt Hayes, CEO, Rick Alibozek, CFO, and Jack P. Schley, Secretary/Attorney, were also present at the meeting.

INVOCATION AND WELCOME

Chairman Ernie Smallman called the meeting to order and welcomed everyone to the meeting. Britt opened the meeting with a prayer.

DETERMINATION OF QUORUM

It was determined by Ernie that a quorum was present.

REVIEW OF MINUTES

The Minutes for the March 28, 2023 Board meeting were reviewed. Sarah moved for their approval and Mike seconded the motion. The March 2023 Board Minutes were unanimously approved.

## BOARD BUSINESS

Britt introduced and welcomed Chuck Hecht to the Board. Jack announced that city council affirmed Chuck's nomination, and Chuck mentioned he was sworn-in the morning of the meeting. Jack announced that Jennings Chester indicated her desire to resign from the Board and asked that everyone consider possible nominations to fill the vacancy. Jack also presented the results of the call for a vote on potential changes to the Board's meeting time: the majority of votes were in favor of maintaining the current meeting schedule.

Rick announced the new Employee Handbook was finalized and Ernie called for a vote to approve it. Sarah moved to approve the new handbook and Betty seconded the motion. Following discussion by the Board of the new handbook's thoroughness, it was unanimously approved.

## PRESIDENT'S REPORT

Britt Hayes gave the President's report:

**Muscogee Manor DCH Annual Re-visit:** Britt reported that surveyors recently returned for a review of Muscogee Manor's Plan of Correction for their annual survey and have placed the facility back in substantial compliance.

**Bond Discussion:** Britt reported that Rick appeared before city council on April 11 regarding refinancing the refunding of the 2013 bond issuance, and that council was in favor of it. On May 11, Britt and Rick will meet with Moody's and S&P rating agency representatives, city officials and financial advisors to discuss the bond refunding issuance. The sale will occur on May 23 and for a sale to be approved a special meeting of the Board will be conducted via teleconference. The Board will have to adopt a resolution and an appearance before city council is required.

Britt reported receiving a call from the CEO of Magnolia Manor about the bond issuance to finance the building of their Lodge. The CEO indicated Magnolia Manor does not plan to use



HAC or the Medical Center Authority to obtain a bond to avoid conflicts with local providers. Britt announced that the Economic Development Authority granted Magnolia Manor the ability to issue \$130 million in bonds for their Lodge project. The Lodge will provide independent and assisted living services which will not compete with HAC. Britt reported that this development will not create more beds in our region, but will update the existing number of beds Magnolia Manor already provides. Britt is not concerned about competition from the Lodge if new facilities for skilled nursing are built on a limited scale. Mike commented that there is a potential risk of loss in occupancy due to the allure of a new facility even if no more beds are being created.

**SWOT Analysis:** Britt reported that HAC department heads recently met with Columbus State University representatives who conducted the Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis, and indicated the meeting was productive. The representatives recently met with frontline employees at Muscogee Manor and Britt expects to have the results of those interviews soon.

**Staffing:** Britt reported that HAC announced a change from three shifts a day to two (twelve hours each) for all clinical staff. Britt is waiting for feedback on the change and may make various decisions at different facilities with the hope that the changes will create opportunities for improvements to address staffing challenges. Britt reported that Rivertown recently took three staff members from HAC and Britt attributed the loss to Rivertown's twelve-hour shift schedule. Britt commented on staffing agency reports of high rates of pay for LPNs and CNAs which make it difficult for HAC to compete. Large starting bonuses at hospitals also attract longtime staff members away to different employers. Britt stated that HAC is trying to keep long term staff but the nursing profession is changing to support short-term traveling nurses. Betty commented that short term, traveling staff schedules are occurring across all healthcare departments. Britt

highlighted the new tier system in use which rates the hours worked by individuals and assigns them to a tier, which corresponds to their pay & benefits. Rick commented on the accountability aspects of the tier system. Britt also mentioned a change from five day work weeks to three day weeks allows for CNAs to be paid more (because they do not qualify for benefits if working less than 30 hours/week) and have a more flexible work schedule.

Britt commented that the recent job fairs earlier in the year hosted and co-hosted by HAC were not successful. The Muscogee County School District recently hosted a job fair at Columbus State University specifically for high school juniors to give them ideas for potential employment opportunities after graduation. Britt also reported that last week a job fair was hosted by Goodwill and the Refugee Community Church at which HAC gave out forty applications and eleven were submitted. Another job fair will be hosted in May. HAC's Human Resources director plans to attend career day at Richards Middle School.

**New Initiatives:** Britt reported that 2023 marks twenty years for HAC and the Alzheimer's Association partnership. Britt commented on the success of the partnership and its public outreach led by Jennifer Kelly who participates every year in the local Dancing with the Stars fundraiser. Britt reported the successes of the switch to McKesson as HAC's supplies vendor. Britt recently reviewed the financial figures associated with the switch: Britt compared the first month in 2023 with the same month from 2022 and found a \$14,000 difference in savings for 2023. He anticipated an annual savings of \$100,000 with McKesson but now believes the savings could be higher. Britt stated that McKesson has been very attentive to HAC's account. Specifically, Britt attributed the savings to McKesson's formulary redirect program, which he explained takes in product requests and automatically redirects them to similar McKesson products of a lower price. Britt reported that a partnership between Herzing University and CHE Behavioral is testing a counseling clinical

program at HAC. Britt also reported that consultants from Alera provide a service to review pharmacy expenditures for employees and he is looking into their services.

**COVID-19 Update:** Reported by Britt:

The federal government has indicated the Public Health Emergency (PHE) will end on May 11, 2023. DHHS has discontinued supplying antigen ‘quick swab’ tests. HAC has approximately 2,600 remaining and await guidance of how skilled nursing facilities will receive tests after the end of the public health emergency.

Covid activity within HAC’s facilities has dissipated. Since the last Board meeting, NO residents and 2 staff members have tested positive, all at Orchard View. That last positive person at Orchard View was identified on 4/17/23.

DPH showed that Muscogee County’s Positivity Rate began rising, after a low of 4.6% on November 9<sup>th</sup> the rate topped out at 25.9% on January 11<sup>th</sup>. The rate has dissipated the last fourteen weeks and now stands at 5.6% for the last two weeks (8.8% at last Board meeting). Georgia’s positivity rate is 5.6% for the last two weeks (6.2% at last Board meeting).

Per federal directives, the County’s Community Transmission rate from the CDC now shows masking/source control protocols based on color frequency (also affected by the cases in each facility). The Community Transmission rate map shows Muscogee County as a **YELLOW** county, or ‘substantial’ level of transmission. This map indicates that our facilities must adhere to the infection control below:

High (Red)	All must wear masks
Substantial (Orange)	Masks in resident areas
Moderate (Yellow)	Masks during resident interactions
Low (Blue)	Masks optional

HAC has administered over 1,000 Covid-19 vaccine doses to staff and residents Company-wide. HAC currently has Moderna vaccines to be administered in-house and offers them weekly

to those residents and staff who want them. HAC also procured the latest Moderna bi-valent boosters which are being offering weekly to residents and staff.

There is new guidance this week regarding Covid vaccines. The original (2 shot) monovalent version is no longer approved in the US. The current bivalent vaccine (single dose) can now be used for all doses. Individuals who have already received a single dose of the bivalent vaccine (booster) are not currently eligible for another dose. Individuals 65 years of age and older who have received a single dose of a bivalent vaccine may receive one additional dose at least four months following their initial vaccine.

**Market Increases:** Rick reported that proposed increases in Medicare payments are the highest he has ever seen at 3.7%. Costs and reimbursement rates have also increased.

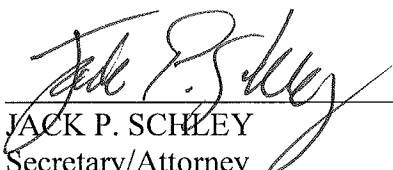
#### CFO'S REPORT

Rick Alibozek announced that financial reports are not available because HAC's finance program is undergoing updates and Rick was not confident the current numbers are accurate due to issues with the updates. Rick expects to have a financial report to share by the next Board meeting. Rick commented that he believes all available expenditure cuts have been implemented, and that revenue from occupancy increases are the next step for improving the financial numbers. As for statistics, Rick reported that there were no significant changes in the census numbers from those reported at the last meeting.

#### NEXT MEETING

The next meeting will be Tuesday, May 30, 2023.

There being no further business the meeting was adjourned.

  
JACK P. SCHLEY  
Secretary/Attorney

  
ERNEST SMALLMAN, IV  
Chairman

**HOSPITAL AUTHORITY OF COLUMBUS  
YTD CONSOLIDATED INCOME STATEMENT  
THROUGH MARCH 31, 2023**

[illegible]

**HOSPITAL AUTHORITY OF COLUMBUS  
CONSOLIDATED SUMMARY REPORT  
MONTH ENDED MARCH 31, 2023**

	Orchard View	Home Office	Ridgecrest	Muscogee Manor	Total Nursing Home	Cobis PCH	Muscogee Home Health	River Mill	Consolidated
<b>BALANCE SHEET</b>									
Cash	\$ 6,356,556	\$ -	\$ 7,901,780	\$ 9,110,888	\$ 23,369,224	\$ 6,265	\$ 3,301	\$ 2,866,792	\$ 26,245,582
Other Current Assets	1,938,134	-	367,479	1,504,522	3,810,135	3,026	29,392	-	3,842,553
Intercompany Balances	18,930,694	-	1,057,730	(10,364,749)	9,623,075	(6,386,177)	(2,316,580)	(920,318)	-
Noncurrent Assets	34,296,448	-	35,456,607	7,223,137	76,976,192	156,029	83,642	564,920	77,780,783
Total Assets	\$ 61,521,232	\$ -	\$ 44,783,596	\$ 7,473,798	\$ 113,778,626	\$ (6,220,857)	\$ (2,200,245)	\$ 2,511,394	\$ 107,868,918
Current Liabilities	\$ 1,386,908	\$ -	\$ 498,423	\$ 686,335	\$ 2,571,666	\$ -	\$ 18,058	\$ -	\$ 2,589,724
Non-current Liabilities (excluding bonds)	7,463,667	-	3,196,985	4,648,579	15,308,631	360,100	450,668	-	16,119,399
Bonds Payable	23,647,119	-	29,735,420	-	53,382,539	-	-	-	53,382,539
Total Liabilities	32,497,694	-	33,430,828	5,334,914	71,262,836	360,100	468,726	-	72,091,662
Fund Balance	29,024,138	-	11,352,768	2,138,884	42,515,790	(6,580,957)	(2,668,971)	2,511,394	35,777,256
Total Liabilities and Fund Balance	\$ 61,521,232	\$ -	\$ 44,783,596	\$ 7,473,798	\$ 113,778,626	\$ (6,220,857)	\$ (2,200,245)	\$ 2,511,394	\$ 107,868,918
<b>INCOME STATEMENT</b>									
Revenue	\$ 1,468,547	\$ 39,333	\$ 293,513	\$ 1,132,870	\$ 2,934,663	\$ 2,000	\$ -	\$ -	\$ 2,936,663
Operating Expenses	1,182,648	277,085	364,116	1,036,266	2,860,115	504	(4,563)	71	2,856,127
Net Profit (Loss) before Noncash expense	286,299	(237,752)	(70,603)	96,604	74,548	1,496	4,563	(71)	80,536
Provision for Bad debts	(14,800)	-	-	(6,200)	(21,000)	-	-	-	(21,000)
Interest expense	(60,662)	-	(81,232)	-	(141,294)	-	-	-	(141,294)
Depreciation and Amortization	(85,892)	-	(95,349)	(9,508)	(190,749)	(377)	-	-	(191,126)
Current Month Income (loss)	\$ 125,545	\$ (237,752)	\$ (247,184)	\$ 80,896	\$ (278,495)	\$ 1,119	\$ 4,563	\$ (71)	\$ (272,884)
YTD Income (loss)	\$ 929,571	\$ (1,432,667)	\$ (2,041,336)	\$ 800,932	\$ (1,743,100)	\$ 461	\$ (77,814)	\$ (1,258)	\$ (1,821,711)
Monthly Net Income (loss)	125,545	\$ (237,752)	\$ (247,184)	\$ 80,896	\$ (278,495)	\$ 1,119	\$ 4,563	\$ (71)	\$ (272,884)
Add: Depreciation	85,892	-	95,349	9,508	190,749	377	-	-	191,126
Add: Interest Expense	60,662	-	81,232	-	141,294	-	-	-	141,294
Less: Monthly bond payment	(197,445)	-	(144,554)	-	(341,999)	-	-	-	(341,999)
Less: Property & Equipment Additions	-	-	-	-	-	-	-	-	-
Net Cash Flow	\$ 74,654	\$ (237,752)	\$ (215,157)	\$ 90,404	\$ (288,451)	\$ 1,496	\$ 4,563	\$ (71)	\$ (282,463)

HOSPITAL AUTHORITY OF COLUMBUS  
FY 2023 YTD Statistical Report

	June	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sept	August	July	Average	Prior Year
<b>Orchard View</b>														
% Occupancy				66.10%	64.98%	63.37%	62.18%	64.08%	68.05%	66.07%	63.32%	62.63%	64.53%	60.27%
Medicaid%				71.79%	63.04%	64.70%	64.59%	66.11%	65.32%	68.95%	72.90%	72.98%	67.82%	76.76%
Medicare%				13.03%	12.81%	9.52%	10.61%	12.02%	12.82%	10.42%	4.95%	8.65%	10.54%	6.94%
Private %				12.71%	16.02%	13.77%	12.76%	11.11%	11.42%	10.19%	11.08%	6.77%	11.76%	7.19%
Hospice %				0.00%	6.54%	9.65%	10.48%	9.13%	7.70%	7.24%	8.02%	8.34%	7.46%	7.66%
ADV %				2.46%	1.59%	2.37%	1.56%	1.64%	2.74%	3.20%	3.01%	3.26%	2.43%	1.45%
Daily Medicare and ADV Census				20.49	18.71	15.06	15.13	17.50	21.16	18.00	10.13	14.90	16.79	10.19
Employment (Full Time Equivalents)				166.53	169.20	180.11	177.36	168.76	171.00	183.37	182.03	190.35	176.52	195.23
<b>Ridgecrest</b>														
% Occupancy				28.59%	31.12%	29.95%	27.73%	24.72%	29.38%	26.23%	26.73%	24.42%	27.70%	23.59%
Medicaid%				49.14%	34.15%	44.10%	44.60%	48.96%	36.34%	34.95%	26.72%	29.09%	38.67%	24.48%
Medicare%				19.21%	22.13%	22.18%	16.07%	18.30%	32.55%	23.75%	23.28%	25.00%	22.50%	40.93%
Private %				24.24%	24.86%	23.85%	28.39%	22.47%	16.60%	23.90%	31.61%	37.74%	25.96%	24.27%
Hospice %				0.00%	3.83%	3.97%	4.29%	4.82%	7.32%	9.08%	8.91%	6.76%	5.44%	1.82%
ADV %				7.42%	15.03%	5.90%	6.65%	5.46%	7.19%	8.32%	9.48%	1.42%	7.43%	8.50%
Daily Medicare and ADV Census				6.49	9.72	7.06	5.29	4.93	9.80	7.06	7.36	5.42	7.01	9.70
Employment (Full Time Equivalents)				34.43	35.01	36.89	36.65	32.35	32.16	31.72	28.75	30.21	33.13	32.24
<b>Muscogee Manor</b>														
% Occupancy				53.80%	55.10%	53.83%	53.18%	54.52%	56.20%	57.50%	55.89%	55.00%	55.00%	59.69%
Medicaid%				96.02%	92.03%	88.17%	90.96%	90.74%	88.67%	84.65%	88.43%	89.47%	89.90%	90.85%
Medicare%				1.62%	1.32%	1.13%	0.34%	1.97%	3.13%	4.53%	2.65%	0.60%	1.92%	4.29%
Private %				2.36%	-0.10%	2.84%	2.63%	1.87%	1.00%	0.98%	1.27%	1.47%	1.59%	0.87%
Hospice %				0.00%	6.28%	6.85%	5.97%	4.99%	5.42%	5.97%	6.83%	7.03%	5.48%	3.06%
ADV %				0.00%	0.46%	1.01%	0.09%	0.44%	1.78%	3.87%	0.82%	1.43%	1.10%	0.93%
Daily Medicare and ADV Census				1.71	1.93	2.25	0.45	2.57	5.42	9.47	3.80	2.20	3.31	5.55
Employment (Full Time Equivalents)				117.23	125.47	130.44	132.62	127.04	130.04	130.77	125.51	121.46	126.73	114.82
<b>Muscogee Home Health</b>														
Employment (Full Time Equivalents)										1.18	2.35	3.21	2.25	6.84



HOSPITAL AUTHORITY OF COLUMBUS  
12 MONTH MOVING STATISTICAL REPORT

	Mar-23	Feb-23	Jan-23	Dec-22	Nov-22	Oct-22	Sep-22	Aug-22	Jul-22	Jun-22	May-22	Apr-22	Mar-22	13 Mth Average	Prior Year Avg
<b>Orchard View</b>															
% Occupancy	66.10%	67.98%	63.37%	62.18%	64.08%	68.05%	66.07%	63.32%	62.63%	63.13%	63.10%	61.98%	59.23%	63.71%	60.01%
Medicaid%	71.79%	61.04%	64.70%	64.59%	66.11%	65.32%	68.95%	72.30%	72.90%	71.67%	75.46%	74.78%	78.27%	70.04%	77.27%
Medicare%	13.03%	11.81%	9.52%	10.61%	12.02%	12.82%	10.42%	4.99%	8.65%	10.48%	8.65%	6.13%	5.42%	9.65%	6.72%
Private %	12.71%	16.02%	13.77%	12.76%	11.11%	11.42%	10.19%	11.08%	6.77%	8.00%	6.77%	7.53%	7.19%	10.41%	7.23%
Hospice %	0.00%	5.54%	9.65%	10.48%	9.13%	7.70%	7.24%	8.02%	8.34%	7.76%	7.87%	8.79%	7.22%	7.60%	7.43%
ADV %	2.48%	-5.9%	2.97%	1.56%	1.64%	2.74%	3.70%	3.01%	3.26%	2.09%	1.34%	2.77%	1.90%	2.30%	1.34%
Daily Medicare and ADV Census	20.49	18.71	15.06	15.13	17.50	21.16	18.00	10.13	14.90	15.86	12.49	11.03	8.68	15.32	9.76
Employment (Full Time Equivalents)	196.53	199.20	180.11	177.56	188.76	171.00	183.57	182.03	190.35	190.42	175.59	178.05	180.86	177.96	195.84
<b>Ridgcrest</b>															
% Occupancy	28.99%	31.12%	29.95%	27.73%	24.72%	29.38%	26.23%	26.73%	24.42%	25.91%	24.62%	25.16%	23.20%	26.78%	23.45%
Medicaid%	49.14%	34.15%	44.10%	44.60%	48.96%	36.34%	34.95%	26.72%	29.09%	24.04%	31.85%	17.03%	19.87%	34.06%	23.48%
Medicare%	19.21%	22.13%	22.18%	16.07%	18.30%	32.55%	23.75%	23.26%	25.00%	31.55%	35.57%	45.43%	44.54%	27.68%	43.27%
Private %	24.24%	24.86%	23.85%	28.39%	22.47%	16.60%	23.50%	31.61%	37.74%	35.32%	21.37%	28.02%	26.32%	26.58%	23.05%
Hospice %	0.00%	3.83%	3.97%	4.29%	4.82%	7.32%	9.08%	8.91%	6.76%	4.59%	4.84%	4.73%	5.13%	5.25%	1.68%
ADV %	7.42%	15.03%	5.50%	6.65%	5.46%	7.19%	8.32%	9.48%	1.72%	4.59%	4.37%	3.79%	4.14%	6.44%	8.52%
Daily Medicare and ADV Census	6.49	9.72	7.06	5.29	4.93	9.80	7.06	7.36	5.42	7.87	8.25	10.40	9.49	7.63	10.08
Employment (Full Time Equivalents)	34.43	55.01	36.89	36.65	32.35	32.16	31.72	28.75	30.21	34.85	32.05	31.64	29.02	32.75	32.59
<b>Muscooke Manor</b>															
% Occupancy	53.80%	55.10%	53.83%	53.18%	54.52%	56.30%	57.50%	55.89%	55.00%	54.66%	53.14%	54.76%	54.39%	54.77%	60.17%
Medicaid%	96.02%	91.03%	88.17%	90.96%	90.74%	88.67%	84.65%	88.43%	89.47%	91.10%	89.50%	91.30%	84.99%	89.69%	91.10%
Medicare%	1.62%	3.32%	1.13%	0.34%	1.97%	3.13%	4.53%	2.65%	0.60%	3.05%	3.50%	3.70%	6.60%	2.63%	4.33%
Private %	2.36%	4.10%	2.56%	2.63%	1.87%	1.00%	0.98%	1.27%	1.47%	0.78%	1.24%	-2.83%	1.88%	1.18%	0.73%
Hospice %	0.00%	4.28%	6.83%	5.97%	4.99%	5.42%	5.93%	6.83%	7.03%	4.57%	5.36%	4.91%	4.90%	5.31%	2.90%
ADV %	0.00%	8.46%	1.01%	0.05%	0.44%	1.78%	3.87%	0.82%	1.43%	0.50%	0.40%	2.92%	1.63%	1.18%	0.96%
Daily Medicare and ADV Census	1.71	1.93	2.25	0.45	2.57	5.42	3.47	3.80	2.20	3.60	4.07	7.10	8.77	4.12	5.64
Employment (Full Time Equivalents)	117.23	113.47	130.44	132.62	137.04	140.04	130.77	128.51	121.46	124.53	112.00	111.76	113.47	122.49	114.46
<b>Muscooke Home Health</b>															
Employment (Full Time Equivalents)				1.18	2.35	3.21	3.62	4.30	4.87	5.17	5.17	3.87	3.87	7.07	

RECEIVED

Item #9.

MAY 22 2023

CLERK OF COUNCIL  
Columbus, Georgia

**THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA**

**Regular Meeting**

**April 19, 2023**

**9:00 AM**

**Columbus, Georgia**

**Meeting was Held by Both Telephone Conferencing and In-Person  
Due to the COVID-19 Virus**

The Commissioners of the Housing Authority of Columbus, Georgia met in a regular session in Columbus, Georgia.

Chairman Larry Cardin called the meeting to order the following Directors were present:

Ed Burdeshaw  
John Greenman  
Linda Hadley  
Jeanella Pendleton  
John Sheftall  
Tiffani Stacy

In attendance from the Housing Authority staff was Lisa Walters, Chief Executive Officer, John Casteel, Chief Assisted Housing Officer, Sabrina Richards, Chief of Property Management, Sheila Crisp, Chief Financial Officer, Laura Johnson, Chief Real Estate Officer, Rickey C. Miles, Modernization Manager, Carla Godwin, MTW Coordinator and Resident Services Administrator, Jim Clark, Esquire, and Denise L. Thompson-Mosley, Executive Assistant.

Also present were David Williams, Esquire, Len Williams, Susan McGuire, and Ryan Clements.

**INVOCATION:**

In place of a traditional invocation, Chairman Cardin asked for a round of applause for HACG staff for the successful ribbon cutting ceremony at the Banks of Mill Village. Chairman Cardin also congratulated the staff for the successful completion of the project in collaboration with community partners. He introduced Ryan Clements as the person who will be replacing Commissioner Burdeshaw on the board May 1, 2023.

**ADOPTION OF AGENDA:**

Motion for approval of the agenda was made by Commissioner Greenman, seconded by Commissioner Burdeshaw. Motion carried.

3628

**APPROVAL OF THE MARCH 15, 2023 BOARD MEETING MINUTES:**

Chairman Cardin called for a motion to approve the minutes of the March 15, 2023 Board meeting.

Motion for approval of the amended minutes was made by Commissioner Greenman, seconded by Commissioner Pendleton. The motion carried.

**FINANCIAL REPORT:**

Sheila Crisp, CFO, provided a report of agency finances month-to-date and year-to-date actual to budget results and the explanation of the top factors of the variances. In summary, we are tracking behind budget by about \$225K.

The top factors for both MTD and YTD variances for excess of revenue before Capitalized Expenditures and Transfers:

- The delay in construction at The Banks of Mill Village and Warm Springs Senior Village has resulted in a postponement of payment of Developer Fees to HACG of approximately \$600K.
- Funding for the Single Room Occupancy Program (SRO), \$181K, will be recognized in April.
- Waterfall payments will be disbursed in May 2023.

**CHARGE-OFF OF FORMER RESIDENT ACCOUNT BALANCES FOR MONTH ENDING MARCH 31, 2023:**

The following Resolution was introduced and duly considered:

**RESOLUTION NO. 3438**

**RESOLUTION AUTHORIZING THE CHARGE-OFF OF FORMER  
RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR  
THE AUTHORITY'S HOUSING DEVELOPMENTS  
FOR THE MONTH ENDING MARCH 31, 2023**

Motion for approval was made by Commissioner Burdeshaw, seconded by Commissioner Greenman. Motion carried.

3629

Ms. Richards also offered an update on the lease up at The Banks at Mill Village. The development is 66% occupied and will be 80% by the end of April. The lease up for the whole project will be complete by the end of May. There are over 4,000 people on the waiting list.

### **CONSTRUCTION CONTRACT FOR MLK WAREHOUSE MODIFICATIONS:**

The Housing Authority of Columbus, Georgia (HACG) received bids on March 28, 2023, for the Renovations of the HACG MLK Materials Warehouse. The IFB was placed in the Ledger-Enquirer for three days starting on March 1, 2023. The Invitation for Bids (IFB) was later emailed by the architect to several local commercial contractors. The pre-bid conference was held on March 14, 2023, and six contractors attended.

Major work items include flooring abatement/replacement, new acoustical ceiling tiles, painting, electrical, handicap accessible restroom, upgraded warehouse lighting and a rebuilt shipping/receiving office.

RGC Constructions of Marietta, GA delivered the apparent lowest bid for \$222,069.00.

Motion to approve this contract for the MLK Warehouse Modifications in the amount of \$222,069.00 was made by Commissioner Burdeshaw, seconded by Commissioner Sheftall. Motion carried.

### **CONSIDER A BOND INDUCEMENT RESOLUTION:**

The following Resolution was introduced and duly considered:

#### **RESOLUTION NO. 3439**

**INDUCEMENT RESOLUTION OF THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA, APPROVING A PROPOSED FINANCING OF A MULTIFAMILY HOUSING PROJECT IN AN AMOUNT NOT TO EXCEED \$40,000,000 FOR THE BENEFIT OF HACG RAD II, LP, AND AUTHORIZING THE EXECUTION OF AN INDUCEMENT LETTER**

Attorney Jim Clark introduced Attorney David Williams. Mr. Williams came before the board to request approval of an Inducement Resolution for the Rental Assistance Demonstration (RAD) conversion of Warren Williams/Rivers Homes, Columbus, GA.

Mr. Williams of Butler and Snow is bond council for HACG RAD II, LP. The bond proceeds will be utilized to renovate and rehab Warren Williams/Rivers Homes to complete the RAD conversion of this property.

Motion to approve this resolution was made by Commissioner Sheftall, seconded by Commissioner Greenman. Motion carried.

3630

**REPORT FROM THE GOVERNANCE COMMITTEE:**

Commissioner Pendleton formally thanked Commissioner Burdeshaw for his years of service to the HACG Board and he was presented with a silver eagle coin. Commissioner Burdeshaw offered words of thanks and appreciation to the board and staff. Len Williams introduced Ryan Clements as the Commissioner to replace Mr. Burdeshaw.

**REPORT FROM THE AUDIT AND FINANCE COMMITTEE:**

No report.

**REPORT FROM THE REAL ESTATE COMMITTEE:**

Commissioner Burdeshaw offered more congratulatory words to the staff for the successful completion of the Banks at Mill Village and the ribbon cutting ceremony.

**PUBLIC SAFETY TASK FORCE:**

Commissioner Stacy reported there has been an increase in traffic at all the properties because of the warmer weather. She also spoke about the drag racing near certain HACG properties that people are filming for content on their social media platforms. Influencers are traveling from other cities to make videos of themselves driving unsafely to post on TikTok and YouTube. Mr. Clark stated these vehicular episodes are a liability for HACG. Chairman Cardin asked a committee to be formed to address the issue and Mr. Clark would like to be on it.

**MOVING TO WORK (MTW) CORRECTIVE ACTION PLAN UPDATE:**

Lisa Walters gave an update on the MTW Corrective Action Plan (CAP). The CAP submitted to HUD in January was approved. Lease up at Warren Williams is 97% and 92% for Cnty Homes for an average of 93%. The Section 8 voucher utilization has increased slightly to 82%.

**EXECUTIVE DIRECTOR'S REPORT:**

Lisa Walters reported that lease up is 96% across all developments, including the remote housing authorities. At the RAD properties, Nicholson Terrace, Luther Wilson, EJ Knight, and EE Farley, lease up is 98%.

The ribbon cutting ceremony for The Banks at Mill Village Apartments went well. There was a great turnout of community leaders and development partners.

3631

Lisa, Carla, Sheila, and Sabrina attended the MTW conference in Washington, D.C. the week of April 10, 2023. It was the first in-person conference since 2019. The conference was informative and HACG staff were able to connect with and advise the 88 new MTW agencies. Lisa spoke with HUD staff from the D.C. headquarters, Marianne Nazzaro, Deputy Assistant Secretary OPHI and PIH, Ashley Sheriff, Deputy Assistant Secretary, REAC and PIH, and Will Lavy, Director of Program Administration RECAP Office.

HACG staff learned that HUD has abandoned the latest initiative to impose an amendment to the Annual Contributions Contract (ACC) with PHAs. HUD also released proposed NSPIRE scoring notice on March 24, 2023, with comments due by April 27, 2023.

An Atlanta real estate development company, the Wasserman Group, would like HACG to act as a conduit bond issuer for a senior (55+) market rental home development in North Columbus. A Zoom meeting will be scheduled with the Wasserman Group for them to explain their plans to Real Estate Committee and discuss the matter further.

#### ADJOURN:

There being no further business, Chairman Cardin asked for a motion to adjourn the meeting. Motion for approval was made by Commissioner Greenman, seconded by Commissioner Stacy. Meeting was adjourned.

  
Larry Cardin  
Chairman

  
Lisa L. Walters, CPM  
Secretary-Treasurer



*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906

(706) 596-5588  
FAX (706) 596-5589

## NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS

January 11, 2021                      Via Teleconference

Members Present:                  David Ranieri, Damon Hoyte, April Hughes, Joseph Williams,  
LaVerne Chaffin, Edwina Turner, Nancy Schroeder,  
Linda McElroy, Sandra Gill, and Karen Johnson

Members Excused:                Ed Harbison and Sherrell Terry

Staff Present:                        Andrea Winston, Valerie Bowden, Denise Wade,  
Susan Gallagher, Randall Newberry, and Molly Jones

**CALL TO ORDER:** The meeting was called to order at 3:32 p.m. A quorum was established at that time. Board Chair David Ranieri welcomed Board members and staff and wished everyone a Happy New Year.

For safety concerns during Covid-19 pandemic, today's meeting is a teleconference call and, in accordance with the GACSB rules, will be recorded. Board members were made aware of this prior to the call and it was announced upon dialing in to the call. Molly Jones did a roll call of Board members and staff participating in the call.

NOTE: During the December Board meeting, Sherrell Terry, Vice Chair, and Sandra Gill, Secretary were re-elected as officers for the coming year. As neither were in attendance at the meeting, they have both been informed of their re-election and agreed to serve as officers.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:** No guests were in attendance at today's meeting.

**\* SECRETARY'S MINUTES (Approval of December 14, 2020 minutes):** M/S/P Joseph Williams/Damon Hoyte to approve the minutes of December 14, 2020 meeting, Board approved.

*Serving Residents of Chattahoochee, Clay, Harris, Muscogee, Quitman, Randolph, Stewart and Talbot Counties  
For 24-Hour Emergency Services Call (706) 323-0174 or Toll Free (800) 241-3659*



**FINANCIAL REVIEW:** Since the November financials were presented at the December board meeting and the January board meeting falls early this month, Valerie reported the December month end closing is not complete and the December financial report will be presented at the next board meeting. We are projecting a surplus for the month of December. A quick update on Medicaid revenue trends shows a 15% increase in the daily Medicaid MH/AD outpatient revenue productivity and a 25% decrease in monthly DD revenue as the DD Annex K Retainer Billing now has minimal billing activity. Overall, we are seeing a 15% monthly decline in total Medicaid revenue and we continue to keep expenses below budget because of the reduced revenue.

Days Cash on Hand at the end of December is at 32.00 days. Revenue collections are still down, but we have been keeping expenses down also and were able to increase days cash on hand. The pharmacy conversion to Genoa has helped to increase our days cash on hand in December. The pharmacy conversion took place on December 7, so we realized much lower disbursements due to the elimination of the pharmaceutical expense, but we also were still receiving collections on pharmacy accounts receivable from Medicaid and Insurance in the month of December. So this helped to increase our cash balance and also reduced the daily cash requirement which in turn also increases days cash on hand.

**FY20 PERFORMANCE IMPROVEMENT GOALS/OUTCOMES:** Denise reported that PI outcomes ended up with a mix of both MET and UNMET goals across programs for FY20. Due to the COVID-19 pandemic, many of our Quarter 3 and Quarter 4 goals were not met. For example, HIV testing goals were not met as providing this service at community events and in locations throughout the community was not possible due to Covid guidelines and precautions. The Georgia Housing Voucher and EMERGE programs were able to meet their yearly goals, although EMERGE did not meet goals every month. The majority of goals not met were related to the Covid impact, although Key Performance Indicators (KPI) that are part of Performance Improvement (PI) requiring SA individuals to attend substance abuse groups had low numbers before Covid that have remained low during Covid. Not everyone with a substance abuse diagnosis wants to attend groups and are not required to do so. The Intensive Case Management census is another area that continued to miss the mark both pre-Covid and during Covid, but changes have been made to improve their numbers. The goals for FY21 will remain the same and will be reviewed and revamped for FY22.

**\*FY21 PERFORMANCE IMPROVEMENT PLAN:** The Performance Improvement Plan for FY21 (July 2020 – June 2021) was sent to Board members prior to the meeting for review. The plan begins with an introduction, then outlines the purpose, how the agency seeks input and feedback, defines the performance improvement structure, and ends with evaluation. M/S/P Joseph Williams/Nancy Schroeder to approve the FY21 Performance Improvement Plan, Board approved.

As we look to developing the FY22 plan in a few months, some goals will be revamped. We want to ensure inclusion of goals that meet CARF requirements for Access, Effectiveness and Efficiency. Additionally, we need to look at having meaningful, measurable goals for which we are able to easily and efficiently collect data. Goals should include both KPI goals and goals related to CCBHC readiness activities.

**MEDICATION ASSISTED TREATMENT (MAT):** Denise indicated we currently have 3 individuals enrolled in our MAT program who are receiving Suboxone. Several other individuals have indicated interest; however, for various reasons they either have not started or not followed through on the process. The MAT program is made possible through the DBHDD MAT SOR Program contract. We also partner with the Department of Public Health for funding for the medication itself. The NHBH Team meets weekly to discuss the MAT program and our processes and to brainstorm ways to remove potential barriers to those who might be interested in the program. One of the most recent developments is that The Bradley Center has requested appointments within 5 days for those they release who are on Suboxone. We have plans in place to be able to accommodate this request beginning later this month. NHBH staff are also on the Columbus Opioid Prevention Alliance Committee. It is reported that ER visits for overdose are on the rise, as well as deaths related to overdose. It is also reported that the disruption of treatment and other supports for recovery are negatively impacting those in recovery and those who want to be in recovery. This is a much needed treatment option for the communities that we serve.

**PROGRAMS OPERATION STATUS REPORT:** Denise reported that most New Horizons programs continue to offer hybrids of both face-to-face and tele-services. Additionally, overall, our attendance numbers continue to be significantly lower than our pre-COVID numbers. The allowance for tele-services has enabled us to continue to serve individuals. There has been recent talk of potentially discontinuing the tele-service allowances; however, we have not seen a firm date for this. Given that COVID numbers are on the rise, I would be surprised if this happens any time soon. The tele-service allowance is tied to the declared state of emergency which is still in place for the time being. Based on our understanding, once the state of declared emergency has ended, we can expect to see a firm date for the termination of some tele-health services. My hope is that we are able to continue tele-health services even after the pandemic and state of emergency has ended. It gives both individuals and programs flexibility, and gives individuals additional treatment options.

The pandemic is reportedly having a negative impact on mental health. If we think about the stress and uncertainty caused by the pandemic, it is no surprise that this could be the case. One CDC report states, "Elevated levels of adverse mental health conditions, substance use, and suicidal ideation were reported by adults in the United States in June 2020." Additionally, there has been a recently identified psychotic disorder N.O.S. that has been linked to COVID 19.

The work that we do is now more important and necessary than perhaps ever before given the current mental health wave that is flooding our country and communities.

**GENOA PHARMACY UPDATE:** Andrea reported that Genoa, a retail pharmacy, took over New Horizons pharmacy before Christmas and the transition has gone pretty smoothly with a few challenges. Delays with payor sources and approval to dispense Schedule II drugs have caused some issues. Remodeling that was done this past weekend should help the work flow, with more counter space available. The providers have been very understanding and we are working through things as they occur. Patients have been mostly agreeable with pricing and the NHEAT fund continues to supplement those who are eligible and unable to pay. Mailing medications, bubble packaging, E-prescribing and patient assistance programs are available and prescriptions from Primary Care Physicians can also be filled for family members and employees. During the pandemic, the pharmacy has experienced a slight decline in usage, but we hope that more modern services, a wider array of medications offered, plus other convenient service options will enhance sales.

**DEVELOPMENT, MARKETING, AND PUBLIC RELATIONS UPDATE:** Susan reported to the Board on the following:

- Facebook Live with Councilman Jerry “Pops” Barnes continues weekly on Mondays at 10 am. To date, we have aired 22 shows since August 2020. Upcoming topics from New Horizons include: Self-Harm Behavior in Youth such as Cutting; Gambling Addiction Awareness, and Adult I/DD Services. We are currently looking to provide a link on our website to Councilman Barnes website for archiving the shows. Currently, we post them to our Facebook site, but do not archive them.

- The local Sexual Assault Support Center at 909 Talbotton Road, Suite A has scheduled an in-person training for Saturday, February 6 for its employees and volunteers on the intersection of Intimate Partner Violence, Mental Health and Substance Use Disorder.

- The Mayor’s Committee on Re-Entry (from Jail and Prisons) has been accepted to be part of a SAMHSA technical assistance training program that will run from January through August 2021. New Horizons is a vital part of this committee and is included in the trainings as related to continuing behavioral health services once an individual is returned to the community and making the linkages as seamless as possible.

**COVID SURVEILLANCE REPORT/VACCINE PLANS:** Andrea reported Covid-19 numbers are increasing throughout the country and encouraged everyone to stay vigilant in following the CDC guidelines.

As of January 6, 2021 the Covid-19 total numbers are:

- 92 individuals exposed to the Covid-19 virus.
- 44 staff exposed to the Covid-19 virus.
- 22 individuals with a lab confirmed positive test for the Covid -19 virus.
- 22 staff with a lab confirmed positive test for the Covid-19 virus.
- 1 Covid-19 related Death.

For our eight county area:

**Covid Numbers by County (per the GADPH):**

County	Covid Positive	Covid Deaths
Muscogee	9541	204
Harris	1409	29
Talbot	271	9
Chattahoochee	2175	2
Stewart	618	17
Randolph	365	30
Clay	151	3
Quitman	59	1

With the vaccine rollout underway, educating staff and individuals on the risks and benefits of the vaccine is a top priority. Gloria Mott and Dr. Edward Minor are spearheading this effort. Phase 1A allowed healthcare workers to be vaccinated the first week, Phase 1B began this week for individuals 65 and over. All are encouraged to take the vaccine and we hope to have our most vulnerable individuals vaccinated when the next phases begin.

**BOARD MEMBER REPORTS:** Board members shared information on how they, their families, and communities are managing the ongoing challenges of the pandemic including personal stories of testing positive for Covid, recovering from the virus, cases spiking in communities, family members experiencing Covid and other health challenges, and doing the best we can to follow precautions. Social distancing, wearing masks, and limiting social gatherings continue to be our normal as we all look forward to the day when we can meet face to face again realizing how important it is to maintain connections with family, co-workers, and friends.

**ANNOUNCEMENTS:** Andrea highlighted several articles and pictures from the January edition of The Quest for Board members: An article entitled “Serene in 2021,” focusing on self-care and suggestions to make it happen in your own life and pictures illustrating our P.A.T.H. team and community partner Hand of Love Resource Center filling donated purses with hygiene products and distributing them to local women’s shelters, a project called “Compassion in a Purse.”

Mr. Ranieri extended thanks to New Horizons leadership, staff, and fellow Board members for the great job they are doing.

**PUBLIC COMMENT:** No public comments were presented.

**ADJOURNMENT:** There being no further business, M/S/P Joseph Williams/Linda McElroy to adjourn the teleconference/meeting at 4:36 p.m., Board approved.

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David Ranieri  
Chairperson



*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906

(706) 596-5588  
FAX (706) 596-5589

## NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS

February 8, 2021                      Via Teleconference

Members Present:                      Damon Hoyte, April Hughes, Joseph Williams,  
LaVerne Chaffin, Linda McElroy, and Karen Johnson

Members Excused:                      David Ranieri, Ed Harbison, Sandra Gill, Nancy Schroeder,  
Edwina Turner, and Sherrell Terry

Staff Present:                              Andrea Winston, Valerie Bowden, Denise Wade,  
Susan Gallagher, Cyndy Pattillo, Cheryl Williams,  
Armanda Spears, and Molly Jones

**CALL TO ORDER:**      The meeting was called to order at 3:40 p.m.      A quorum was not established at that time, but was established later in the meeting.      Board Member Damon Hoyte presided over the meeting in Board Chair David Ranieri's absence.      Mr. Hoyte welcomed Board members and staff.

For safety concerns during Covid-19 pandemic, today's meeting is a teleconference call and, in accordance with the GACSB rules, will be recorded.      Board members were made aware of this prior to the call and it was announced upon dialing in to the call.      Molly Jones did a roll call of Board members and staff participating in the call.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:**      Mac Moyer, Stewart County Manager.

**\* SECRETARY'S MINUTES (Approval of January 11, 2021 minutes):**      M/S/P Joseph Williams/Linda McElroy to approve the minutes of January 11, 2021 meeting, Board approved.

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**FINANCIAL REVIEW:** Valerie reported New Horizons had a surplus of \$345,544 for the month of December compared to a budget of \$109,969. This brings the year to date surplus to \$1,150,753 compared to a budget of \$333,659. The pharmacy transition to Genoa Pharmacy took place on December 7. Part of the transition involved Genoa buying New Horizons pharmacy inventory, so we had a large credit for pharmaceutical expense for December and we also still had some pharmacy revenue due to collections on pharmacy receivables. The pharmacy actually incurred a surplus of \$156,294 for the month of December, which greatly added to the surplus for the agency for the month. We have also been able to exceed budget for the year due to DBHDD extending the timeframe that we are able to receive 1/12 of our GIA FFS allocated funds, which has now been extended to March. When we developed the budget we did not know yet if it had been extended beyond June 2020. And, we are still able to provide and be reimbursed for Medicaid and insurance services, offering services via telephone, facetime, zoom, telemedicine, etc. so Medicaid is also exceeding budget projections. Of course, downsizing our program sites has greatly helped to reduce expenses.

Revenues for the first 6 months of the current fiscal year are actually \$2,089,259 less than the first 6 months of last fiscal year. The planned expense reductions to address this shortfall along with program operating expense being down due to programs not operating at full capacity due to COVID has helped the agency to exceed budget for the year.

Days Cash on Hand at the end of January were 36.00 days compared to 32 days in December. Revenue collections are down, but we have also been keeping expenses down and were able to increase days cash on hand.

Board members congratulated staff on the financial progress made during the past year.

**CERTIFIED COMMUNITY BEHAVIORAL HEALTH CENTERS (CCBHC) UPDATE:**

Cyndy reported that the findings for the Feasibility and Readiness Assessment Report, including recommendations, have been received from MTM Consulting with a final score of 3.3 out of 5, indicating moderate concern of work needed to become a CCBHC. At this time, we are not sure what that means, but internally a subcommittee has been formed to track goals and progress. The IT Assessment has also been completed. Some of the goals of the subcommittee include increasing trauma-informed training, enhanced security of our IT systems, improving access to services and our billing cycle process. A SAMHSA grant notice related to CCBHC was announced and DBHDD indicated providers could apply if they chose to do so. Additionally, it was reported by DBHDD that if a provider is awarded a grant, DBHDD does not guarantee that the provider will be automatically certified by DBHDD, once a certification process is in place in Georgia. Out of 22 CSBs in the State, 12 CSBs plan to apply for the SAMHSA funds. New Horizons opted not to apply for this grant due to the fact that if federal funds were awarded, but not recognized at the State level, we did not want to put ourselves in a position to go backwards financially. Our goal is to hold on to the financial gains we have made over the past few months.

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**APEX IN A COVID ENVIRONMENT:** Armanda Spears reviewed our service delivery approach for the Apex Program during the COVID 19 Pandemic. Apex is a DBHDD grant funded program that is a partnership between Community-Based Mental Health providers and local School Districts.

The Apex goals are as follows:

- 1) Provide Early Detection of the Youth's Behavioral Needs.
- 2) Provide Easier Access to Mental Health Services.
- 3) Increase Collaboration between Providers and Schools.

On-site services are provided to youth/students such as: CSI, Therapy, Groups, Assessments, Intakes and Referrals. New Horizons currently provides Apex services to Chattahoochee, Quitman, Clay, Stewart, and the Charter School in Randolph. Although we received a grant for Talbot County School District, they opted not to have the program at their schools. We have had to come up with creative and innovative ways to provide the Apex services due to COVID. Staff have used telephone calls and telehealth to provide recovery-focused coaching, support, and skills training to the students/youth. Younger children require more engaging techniques, so therapists use play therapy and therapeutic online games. For the older youth in Middle and High School, staff use Zoom calls, Face Time and emails for communication and relaying information. Staff have been flexible with their schedules in order to prevent interruption of the students virtual learning schedules with meetings often held with the students and families before and/or after classes. The collaboration with the school districts and New Horizons has helped tremendously during these times. Often, they piggyback off each other to ensure the student is engaged in services and work together to coordinate schedules. Chattahoochee County School District Staff has been very accommodating and supportive.

We have noticed that parents are more engaged since staff must communicate with them for consents to do telehealth and virtual meetings when services are not on the school site. Staff maintain communication through phone calls, emails, online multi-family meetings and sending home informational flyers. We assist with linking them to resources and providing information on assistance with internet, rent, utilities, food banks and other supplies needed.

We continue to work together with our partners to educate and support our youth and families, teaching them ways to cope with the stressors associated with the COVID Pandemic, connecting them to online training and parent support groups.

**STRATEGIC PLAN:** The FY21 Strategic Plan has been updated for the 2<sup>nd</sup> quarter progress activity and a copy was emailed to Board Members prior to the meeting. Valerie reported the majority of the goals are on track and the goals with little activity are lagging due to current COVID restrictions. We are reviewing the Strategic Plan in Staff Executive Committee meetings and in Performance Improvement Committee meetings to ensure that we are staying on track on meeting the strategic plan goals.

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**PRODUCTIVITY POLICY:** Denise reported that Productivity is a common practice in behavioral health and discussed New Horizons' Productivity Policy that became effective July 1, 2015. Staff productivity establishes a performance evaluation system and communicates work expectations. We also believe that staff productivity, to a large degree, determines the agency's future viability. Staff are made aware of productivity requirements in advance, and sign a letter acknowledging the productivity requirement. New staff receive both a copy of the acknowledgement letter they sign as well as a copy of the productivity policy. They are not immediately subject to the productivity standard. They have time to train and become acclimated before being subject to the productivity standard, typically 30 to 45 days. New Horizons desires that all staff succeed. It is our practice that supervisors coach staff who are struggling with productivity. We work to identify and remove barriers to making productivity.

While the policy spells out disciplinary steps that can be taken, up to and including termination as a last resort, we have had only one staff that I am aware of, that was impacted by this policy. This staff actually chose to terminate his employment with the agency, after being offered a non-productivity position. This staff had worked for NHBH for several years and had not been able to make productivity, in spite of all efforts to coach him and assist him in making productivity.

The other side of the coin is that staff are eligible for bonuses if they meet or exceed productivity for the year. For FY20, 11 staff made productivity, and received bonuses. At the end of FY20 we had 47 staff on productivity. Of the 47 staff, 11 made productivity. As of Feb 7, 2021, we have 40 staff currently on productivity, and 28 are currently either meeting or exceeding productivity. Another 6 are within 5-15% of making productivity.

Additionally, productivity is adjusted, as needed, based on circumstances. For example, we back out time for traveling to and from the county sites. We have adjusted productivity time due to staff being out with COVID. When staff do not have the assigned number of individuals to make productivity, there is obviously no penalty for not making productivity as this is beyond our staff's control.

Productivity information also helps us make staffing decisions. Staff productivity sets a standard and sets expectations. It is tied to the agency's finances.

**EMERGENCY SOLUTIONS GRANT (ESG) FUNDING:** Cheryl Williams reported New Horizons Behavioral Health was awarded CARES Grant Funding to provide additional services in our rural areas. We currently serve the following rural counties: Chattahoochee, Randolph, Clay, Stewart, Quitman Harris, and Talbot. Individuals who choose to relocate to these areas may be eligible for these services and must meet eligibility criteria.

Services offered include:

**ESG/CARES – Street Outreach** – provide essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

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**Individuals must be literally homeless:**

1. Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
2. Has a primary nighttime residence that is public or private place not meant for human habitation; (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or,
3. Is exiting an institution where (s) he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**ESG/CARES Emergency Shelter** – provide temporary shelter for individuals awaiting permanent housing, etc.

**ESG/Rapid Rehousing** – designed to help those who are homeless transition into permanent housing.

New Horizons' staff Janis Jones at 706-325-5571 or Latarsha Brown at 706 573-1173 can be contacted for further information.

**Barriers:** It has been difficult getting referrals for our county areas for the Cares funding. We have established partnerships and relationships and have been getting the word out to other locations and working hard to provide services under the CARES grant.

**Plan:** To hire more staff to assist with efforts and establish other means of reaching individuals. If Board Members know of anyone interested in this position, please let us know. It is listed on the Job Postings on our website as a Case Manager position.

**DEVELOPMENT, MARKETING, AND PUBLIC RELATIONS UPDATE:** Susan reported to the Board on the following:

**Development:**

NEXUS started serving the Chattahoochee County High School today. This is a \$252,000 annual federal grant. We submitted the Year 4 continuation application in January which was due February 4th.

**Marketing & Community Relations:**

February is Heart Health Month with a focus on the mind/heart connection.

Weekly Facebook Live Integrated Health started August 10 at 10AM on Pops Barnes Facebook Feed. He has 5,000 followers we will be able to reach on various integrated health & wellness topics. We have a schedule and topics for the next 52 weeks with a few holidays in between.

We are also doing a show with DJ Chip from Davis Broadcasting immediately following the Facebook Live show. We have various shows scheduled through May 2021 on Health and Community tips topics.

Councilor Barnes arranged for a meeting with Rob Scott, Community Reinvestment Director with CCG to discuss the opportunity to apply for Public Services funding through CDBG. Grants run from \$7,500 to \$17,000 for non-profit agencies serving the targeted work by the Public Services grants.

Due to the Covid Pandemic we will continue with Recovery Rocks for Recovery Month. We are not sure if there will be GACSA funding available for the activity as last year's funding was cut in half.

Communities are slowly starting to have outreach events again. Randolph County will be doing a drive through Health Fair in April.

**COVID SURVEILLANCE REPORT- INDIVIDUALS AND STAFF:** Andrea encouraged everyone to stay vigilant in following the CDC guidelines and reported the following Covid-19 numbers:

- 106 individuals exposed to the COVID-19 virus
- 50 staff exposed to the COVID-19 virus
- 26 individuals with a lab confirmed positive test for the COVID-19 virus (4 new cases)
- 34 staff with a lab confirmed positive test for the COVID-19 virus (5 new cases)
- 1 COVID-19 related Death

Andrea indicated that several exposures reported today at our day treatment program originated from a group home outside of New Horizons that we hope will not lead to an outbreak of Covid cases.

**BOARD MEMBER REPORTS:** Board members shared information on how they, their families, and communities are managing the ongoing challenges of the pandemic. Several reported the Covid numbers have increased in their counties, with holiday parties/gatherings being major contributors. Vaccine distribution is increasing and all are hopeful this will create a decline in cases in the near future. Social distancing, wearing masks, and limiting social gatherings should continue until the guidelines change.

**ANNOUNCEMENTS:** Andrea reminded members there is no Board meeting in March. The next meeting is Monday, April 12<sup>th</sup> via teleconference.

The GACSB hired legislative consultants and lobbyists to monitor action on legislative bills related to mental health services. Several bills related to mental health (HB 209 and HB 213) are being discussed in the current legislative session. The Commission appointed by the Governor to study Behavioral Health services/needs in the State has been relatively quiet over the past few months.

Mr. Hoyte extended thanks to New Horizons leadership, staff, and fellow Board members for the great job they are doing.

**PUBLIC COMMENT:** No public comments were presented.

**ADJOURNMENT:** There being no further business, M/S/P Karen Johnson/Joseph Williams to adjourn the teleconference/meeting at 4:39 p.m., Board approved.

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David Ranieri  
Chairperson



*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906

(706) 596-5588  
FAX (706) 596-5589

## NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS

April 12, 2021                      Via Teleconference

Members Present:                David Ranieri, Damon Hoyte, Sandra Gill, Joseph Williams,  
Nancy Schroeder, and Edwina Turner

Members Excused:              April Hughes, Ed Harbison, LaVerne Chaffin, Karen Johnson,  
Linda McElroy, and Sherrell Terry

Staff Present:                    Andrea Winston, Valerie Bowden, Denise Wade,  
Susan Gallagher, Gloria Mott, and Molly Jones

**CALL TO ORDER:** The meeting was called to order at 3:32 p.m. A quorum was established at that time. Board Chair David Ranieri welcomed Board members and staff.

For safety concerns during Covid-19 pandemic, today's meeting is a teleconference call and, in accordance with the GACSB rules, will be recorded. Board members were made aware of this prior to the call and it was announced upon dialing in to the call. Molly Jones did a roll call of Board members and staff participating in the call.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:** Laura Lee Bernstein, Chattahoochee County Manager.

**\* SECRETARY'S MINUTES (Approval of February 8, 2021 minutes):** M/S/P Joseph Williams/Damon Hoyte to approve the minutes of February 8, 2021 meeting, Board approved.

**FINANCIAL REVIEW:** Valerie reported New Horizons had a surplus of \$81,852 for the month of February compared to a budget of \$40,262. This brings the year to date surplus to \$1,426,340 compared to a budget of \$456,536. There were no unusual items in February except that we continue to see the decline in DD Medicaid Waiver revenue as the Annex K DD Retainer billing has run out and there is no longer any DD Retainer Billing allowed after February 28, 2021.

We have also been able to exceed budget for the year due to DBHDD extending the timeframe that we are able to receive 1/12 of our GIA FFS allocated funds, which has now been extended to June. When we developed the budget, we did not know yet if it had been extended beyond June 2020. We are still able to provide and be reimbursed for Medicaid and insurance services providing services via telephone, facetime, zoom, telemedicine, etc., and, of course, downsizing our program sites has greatly helped to reduce expenses.

Revenues for the first 8 months of the current fiscal year are actually \$2,232,000 less than the first 8 months of last fiscal year. The planned expense reductions to address this shortfall, along with program operating expense being down due to programs not operating at full capacity due to Covid-19, has helped the agency to exceed budget for the year.

Days Cash on Hand at the end of March were 39.00 days. Revenue collections are down, but we have also been keeping expenses down and have been able to increase days cash on hand.

**\* NEW HORIZONS ANNUAL FINANCIAL AUDIT:** We are required by DBHDD policy to change auditors for our annual Financial Audit every 5 years. We have been with Robert Baker and Associates for 5 years now. Due to the current Covid-19 environment the audit is conducted primarily remotely with some onsite time. If we start with another audit firm at this time, there would more than likely need to be more onsite time as we are oriented with the new audit firm and they are oriented with us. If we can continue with Robert Baker and Associates for another year, it would make the audit process much smoother during this pandemic.

We have requested from DBHDD to continue with the current auditor for another year and they have approved. We would also like to have Board approval to remain with the current auditors for another year. M/S/P Joseph Williams/Damon Hoyte to approve continuing with the current auditor, Robert Baker and Associates, for another year, Board approved.

**MOREHOUSE SCHOOL OF MEDICINE / USDA TELEHEALTH GRANT:** Susan expressed thanks to Ms. Winston for making the connection with Morehouse happen and to all the staff who attend the virtual weekly grant meetings with Morehouse staff, particularly Gloria Mott, Director of Nursing Services and Randall Newberry, Director of IT Services.

The Rural Utilities Service (RUS), an agency of the United States Department of Agriculture (USDA), awarded a new Distance Learning and Telemedicine (DLT) Grant to the Morehouse School of Medicine, "Georgia Digital Framework of Health Equity." The Distance Learning Program provides financial assistance to enable and improve distance learning and telemedicine services in rural areas. DLT grant funds support the use of telecommunications-enabled information, audio and video equipment, and related advanced technologies by students, teachers, medical professionals, and rural residents. The grant is intended to increase rural access to education, training, and health care resources that are otherwise unavailable or limited in scope.

Morehouse School of Medicine (MSM) in collaboration with New Horizons Behavioral Health (NH) applied for funds to purchase eligible telecommunications and telemedicine equipment under the USDA Distance Learning and Telemedicine (DLT) grant to implement the **Georgia Digital Framework of Health Equity**.

The Georgia Digital Framework of Health Equity is an informal metro-rural healthcare intervention and education consortium. It intends to create a robust digital flow of treatment, healthcare peer-mentoring, and workforce training to eliminate health disparities caused by geographic locations, population density, and economic conditions. It addresses health equity through telemedicine and distance learning infrastructures, telehealth training programs, and shared healthcare resources. Its ultimate goal is to improve quality of life, reduced rate and severity of diseases, and increased access to treatment for rural Georgians.

As a telemedicine and telehealth education network in 9 most rural counties in Georgia, the project focuses on **(I) Telemedicine: Treatment & Consultation** and the corresponding **(II) TeleHealth: Education and Training** in a holistic rural resident health engagement model, i.e. at the *Clinic Level*, at the *Community Level*, and at the *School Level*.

**Telemedicine: Treatment & Consultation** services highlight behavioral health and substance abuse treatment, intervention and management through the *TelePsych* program; and Family Medicine; chronic disease treatment and management; identification and treatment of COVID-19; and specialty referrals through the *TeleClinic* program. Both the *TelePsych* and *TeleClinic* programs will be offered at traditional established medical clinics to augment existing services, but these services will also be offered at identified school and community centers.

**TeleHealth: Education & Training** also at the *Clinic Level*, the *Community Level* and the *School Level* highlight behavioral health and substance abuse education and training including Grand Rounds and Continuing Medical Education (CME) for local health professionals; identification and management of chronic and/or emerging health issues (such as diabetes, HIV or sickle cell) including Covid-19; High School & Youth Adult Community Health Worker Competency Virtual Training; and Healthcare Career Development Tele-Shadowing.

MSM and NH estimate that through this expansion of telemedicine services and telehealth education, 78,628 rural residents will have access to telemedicine and health education programming. The project will tackle health disparities in rural Georgia in a systemic way and change lives.

Morehouse School of Medicine partnered with New Horizons Behavioral Health for rural telemedicine services as well as the Stewart Webster Rural Health Clinic – Richland, GA; LifeBrite Community Hospital – Blakely, GA; and Alamo Medical Clinic – a CareConnect facility located in Alamo, GA.

Other partners in the consortium include: Zion Hope Baptist Church, Blakely-Maddox Memorial Library, Randolph Clay Library, Southwest Georgia STEM Charter School, Greenville High School, Hancock Central Middle & High Schools, Early County High School, and Wheeler County Elementary and High Schools.

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Total funds awarded to Morehouse School of Medicine for telemedicine and distance learning equipment is \$ 1,146,793 with New Horizons Behavioral Health awarded \$ 277,713.57. There is a 15% matching requirement that MSM is covering for all partners in the project.

New Horizons, 2100 Comer Avenue	Mobile Telehealth Cart	\$ 46,996.00
New Horizons, 2100 Comer Avenue	Integrated Distance Learning Room	\$ 57,422.33
Randolph Clay Service Center	Real Presence Utility Cart & Peripherals	\$ 43,323.81
Randolph Substance Abuse Recovery Center	Real Presence Utility Cart & Peripherals	\$ 43,323.81
Stewart Quitman Service Center	Real Presence Utility Cart & Peripherals	\$ 43,323.81
Talbot County Harmon Center	Real Presence Utility Cart & Peripherals	\$ 43,323.81
		<b>\$ 277,713.57</b>

Morehouse will be conducting an all-partner Consortium virtual meeting near the end of April. Morehouse has hired a program manager and will be responsible for acquiring all the digital equipment outlined in the grant proposal. Our IT Team will be involved in coordinating the installation process. New Horizons will be having internal team meetings with key project staff starting April 13<sup>th</sup> through implementation.

**STEWART COUNTY SERVICES:** During the downsizing caused by the pandemic, I/DD services at Stewart-Quitman Service Center were relocated to the Randolph-Clay Service Center building. The building in Stewart County has been used for mental health services since that time and, starting in May, those services will be provided in the Stewart County Health Department building. Gloria reported that currently intake, counseling, and medication management mental health services are available the third Tuesday of each month either face-to-face or via telehealth. With the grant opportunities available through our partnership with Morehouse, we hope to offer more extensive, integrated services in the future to the Stewart County community.

**NHEAT FUND REPORT:** To meet some of our individual's basic needs of day-to-day life, the NHEAT fund was developed in 1998. The fund is an organized way that New Horizons employees can financially assist individuals, through charitable donations, with unmet needs and improve their quality of life. Persons or agencies outside of our employee base can also contribute to the fund. The NHEAT fund has three areas of focus: Charitable/Medical, Education, and CARE. To be eligible for Charitable/Medical funds, individuals must be enrolled in New Horizons services for at least six months and maintain treatment compliance. Exceptions may be made for those unable to pay for medications after their initial appointment (Example: Hospital discharges). Based on fund availability and needs, assistance may be provided for medications, eyeglasses, food or clothing, some healthcare services and equipment, transportation, and rent or utility assistance. Employees and individuals in services can apply for NHEAT Educational Funds that assist with tuition, fees, and/or books. Requests are considered on a case-by-case basis. The NHEAT Care Fund is designated for employees who have undergone a catastrophic event. Employees can submit NHEAT requests electronically on the Intranet. The annual NHEAT campaign kicks off in October, followed by NHEAT week in November when donations cards should be submitted. Participation ranges from 70 to 100%.

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Employee pledges can be a one-time donation or a monthly payroll deduction, are tax-deductible, and are completely voluntary. Annually, assistance is provided to over 300 individuals with the majority receiving help with medications. For the first quarter of 2021, assistance has been provided in the following areas with the number assisted in parentheses: Metra Bus Passes (11), Utilities (14), Rent Assistance (5), Medication (42), Groceries (2), Education – Staff (1), Eyeglasses (1), and Hearing Aid (1) for a total of 77 individuals receiving NHEAT assistance during the quarter. New Horizons employees are dedicated, supportive, and take great pride in the NHEAT fund. Our individuals are very appreciative and grateful for the generosity of New Horizons employees and the assistance provided by the fund.

**STATE OF GEORGIA BONUSES:** Andrea reported that on February 15<sup>th</sup>, 2021 Governor Brian Kemp announced an amendment to the operating budget for the State that would include a bonus for all full-time State employees making less than \$80,000 per year. The bonus comes as a result of the pandemic and the ensuing burden that it has caused State employees. As most of you realize, half of our workforce is employed by New Horizons and the other half by HealthCare staffing. While we applaud the governor's efforts to reward our dedicated staff with this monetary gift, the governor's budget for the bonuses did not include provisions for our HCS team members. Andrea continued that her desire would be to reward everybody equally, but additional compensation funded by New Horizons is not an option at this time. With many unknowns ahead, we must be prudent and financially responsible to weather what lies ahead. Board members asked if other alternatives had been considered for HCS staff and Andrea acknowledged that a number of options have been discussed. With a focus on one team, rather than two, keeping morale up, and valuing all staff, we hope to be able to provide some incentive to HCS staff in the future.

**SUPPORTED EMPLOYMENT FIDELITY REVIEW/BEHAVIORAL HEALTH QUALITY REVIEW:** IPS Supported Employment is an evidence-based approach to supported employment for people who have a mental illness. IPS stands for Individual Placement and Support. Denise reported that our yearly monitoring Fidelity Review was held remotely February 23<sup>rd</sup>. On the 25 item Fidelity scale with a possible score of 125, we received a score of 106, up 2 from our last review. The Behavioral Health Quality Review was done remotely April 5<sup>th</sup> through 7<sup>th</sup>. Our Billing Validation score was 87 (the same as previous review), and our overall score was 86%. With a required score of 85% for KPI standards, we remain on track for yearly reviews and improvement in our KPI scores. Denise thanked staff and the Board for their leadership to ensure we maintain quality services and care to those we serve.

**DEVELOPMENT, MARKETING, AND PUBLIC RELATIONS UPDATE:** Susan reported to the Board that New Horizons has implemented a 4-week media campaign through WTVM for the MAT-SOR Medication-Assisted Treatment Program for Opioid Use Disorders. We will be tracing enrollment in the program to determine the success of the campaign. 30-second ads are running at various times throughout the day. Denise Wade McLeod taped a Business Break segment that will air April 13<sup>th</sup>. We are also linked in to the WTVM website and Facebook page with a direct link to the NHBH website that provides enrollment and eligibility information on MAT-SOR.



As more people are vaccinated and Covid-19 safety precautions are eased, more Health and Wellness events are being scheduled in our communities. Randolph County will host a drive through Health Fair on Saturday April 24. River Valley Regional Commission is hosting a drive through event on Friday, May 7<sup>th</sup>.

The Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS), is accepting applications for fiscal year (FY) 2021 Community Mental Health Centers (Short Title: CMHC) grant program. The purpose of this program is to enable community mental health centers to **support and restore the delivery of clinical services that were impacted by the COVID-19 pandemic** and effectively address the needs of individuals with serious emotional disturbance (SED), serious mental illness (SMI), and individuals with SMI or SED and substance use disorders, referred to as co-occurring disorder (COD). SAMHSA recognizes the needs of individuals with behavioral health conditions, including minority populations and economically disadvantaged communities, have not been met during the pandemic and that CMHC staff and other caregivers have been impacted. Applications are due May 21. Funding is based on numbers served and ranges from \$500,000 to \$2,500,000 per year for up to two years. SAMHSA estimates 165 to 825 awards will be funded.

**COVID SURVEILLANCE REPORT/COVID STAFFING:** Andrea reported the following Covid-19 numbers:

**Updated Coronavirus Cases – (255)**

As of today April 12, 2021:

1. Known # individuals exposed to the COVID-19 virus: **117** (2 new exposures) reporting individual exposures to DBHDD is no longer required unless it is the I\DD program.
2. Known # staff exposed to the COVID-19 virus: **64** (1 new); reporting staff exposures to DBHDD is no longer required.
3. Known # individuals with a lab confirmed positive test for the COVID-19 virus: **35** (2 new cases).
4. Known # staff with a lab confirmed positive test for the COVID-19 virus: **42** (2 new cases).

COVID-19 related Deaths: **1**

**For our eight county area, numbers are:**

County	Positive Cases	Deaths
Muscogee	15730	430
Talbot	470	17
Harris	2486	57
Clay	239	3
Quitman	162	2
Stewart	881	23
Chattahoochee	2754	68
Randolph	626	33

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Andrea added that Georgia is lagging behind in vaccinations with 28% of the population having received one dose and 15% being fully vaccinated. For the vaccine locator, go to [dph.georgia.gov](http://dph.georgia.gov). Board members inquired about the number of New Horizons staff that have been vaccinated. Andrea responded that we can only encourage staff and individuals to get the vaccine, they are not required to get the vaccine or report it.

Denise reported on challenges the agency has faced in Residential programs during the pandemic. For homes with individuals with a confirmed positive Covid-19 test, recruiting staff from other programs, offering supplemental pay, and of course, PPE for each shift has been necessary to maintain staff needed at sites. A gift of appreciation was presented to several staff who were willing to go above and beyond in working extra hours to ensure all shifts were covered.

**BOARD MEMBER REPORTS:** Board members shared information on how they, their families, and communities are managing the ongoing challenges of the pandemic. Many reported they are now fully vaccinated and emphasized that, as community leaders, feel it is important to set an example for others. All are looking forward to being able to have an in-person Board meeting in the future when guidelines permit.

**ANNOUNCEMENTS:** David thanked Mr. Hoyte for filling in during the February meeting in his absence and to New Horizons leadership for reports/information presented in that meeting.

Board Members extended thanks to New Horizons leadership, staff, and fellow Board members for the great job they are doing, especially during these challenging times.

**PUBLIC COMMENT:** No public comments were presented.

**ADJOURNMENT:** There being no further business, M/S/P Joseph Williams/Edwina Turner to adjourn the teleconference/meeting at 4:36 p.m., Board approved.

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David Ranieri  
Chairperson



*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906

(706) 596-5588  
FAX (706) 596-5589

## NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS

May 10, 2021                      Via Teleconference

Members Present:              David Ranieri, Sandra Gill, April Hughes, Joseph Williams,  
Ed Harbison, LaVerne Chaffin, Karen Johnson and Sherrell Terry

Members Excused:            Damon Hoyte, Nancy Schroeder, Linda McElroy, and  
Edwina Turner

Staff Present:                    Andrea Winston, Valerie Bowden, Denise Wade,  
Susan Gallagher, Randall Newberry, and Molly Jones

**CALL TO ORDER:** The meeting was called to order at 3:31p.m. A quorum was established at that time. Board Chair David Ranieri welcomed Board members and staff.

For safety concerns during Covid-19 pandemic, today's meeting is a teleconference call and, in accordance with the GACSB rules, will be recorded. Board members were made aware of this prior to the call and it was announced upon dialing in to the call. Molly did a roll call of Board members and staff participating in the call.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:** No guests were in attendance.

**\* SECRETARY'S MINUTES (Approval of April 12, 2021 minutes):** M/S/P Joseph Williams/ Karen Johnson to approve the minutes of April 12, 2021 meeting, Board approved.

**FINANCIAL REVIEW:** Valerie reported New Horizons had a surplus of \$120,248 for the month of March compared to a budget of \$40,262. This brings the year to date surplus to \$1,546,588 compared to a budget of \$496,798. There were no unusual items in March except that we continue to see the decline in DD Medicaid Waiver revenue as the Annex K DD Retainer billing has run out and there is no longer any DD Retainer Billing allowed after February 28, 2021.

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We have also been able to exceed budget for the year due to DBHDD extending the timeframe that we are able to receive 1/12 of our GIA FFS allocated funds, which has now been extended to June. When we developed the budget we did not know yet if it had been extended beyond June 2020. And we are still able to provide and be reimbursed for Medicaid and insurance services providing services via telephone, facetime, zoom, telemedicine, etc. And of course, downsizing our program sites has greatly helped to reduce expenses. Revenues for the first 9 months of the current fiscal year are actually \$2,274,000 less than the first 9 months of last fiscal year. The planned expense reductions to address this shortfall along with program operating expense being down due to programs not operating at full capacity due to COVID has helped the agency to exceed budget for the year.

In developing the FY22 budget, we will assume the DBHDD 1/12 GIA FFS will end in June 2021 so that we can plan accordingly.

Days Cash on Hand at the end of April were 40.00 days. Revenue collections are down, but we have also been keeping expenses down and have been able to increase days cash on hand.

Board members praised staff for the great job they are doing, especially with the challenging circumstances caused by the pandemic.

**MENTAL HEALTH, SUBSTANCE ABUSE, & DEVELOPMENTAL DISABILITIES DAY SERVICES REOPENING PLANS POST COVID:**

Denise indicated that while there are some Covid-related changes/improvements, there is much uncertainty of what and when post Covid will look like. In reference to our day services programs, the common threads related to reopening are staffing shortages, transportation, and space. At REACH, we currently have 50 individuals attending and have identified individuals who are ready to return. Our plan is to add one group at a time; however, a counselor is needed at the Program and transportation is currently limited to 6 (normally 12) per van. Midtown Recovery has 35 attending in all groups. Individuals are identified who are ready to return and we have some capacity to handle the group size, keeping the current morning and afternoon tracks. Staff shortage is a potential barrier to increasing attendance as quickly as we would like and transportation limitations are a barrier with drivers also needed. The Medication Assisted Treatment (MAT) Peer will conduct face-to-face groups that will be added. If additional space is needed at these locations to accommodate the numbers, while following guidelines, space may be available at another location. For our I/DD Service Centers and SEP programs, staff are in contact with families to identify individuals who are ready and willing to return to services. Families are being offered assistance with scheduling Covid-19 vaccines as needed and are encouraged to ask questions and/or tour program buildings to help them feel comfortable. Plans are to increase group size where we currently have capacity, but again, staff shortages and transportation are potential barriers to this happening as soon as we would like. The Randolph County Service Center recently held their annual Spring Fling with 20 individuals attending, returning to some semblance of normalcy, while following CDC guidelines.

Andrea added that the work staff shortage is at a critical level for all positions at CSBs and across the industry. Some agencies are limiting services due to the staff shortage. Stimulus funds and enhanced unemployment benefits are preventing people from applying for jobs.

Board members asked if we are advertising the open positions and requested the link for our current listings. The link will be sent following the meeting.

**\*IN-PERSON BOARD MEETINGS:** Mr. Ranieri asked Board members how they felt about returning to in-person Board Meetings and, if they were in favor, when would be an appropriate time to start. As most Board members and staff who attend have been vaccinated, and with current guidelines being followed, it was suggested that June Board Meeting be held via teleconference, there is no Board meeting scheduled for July, and for the August meeting, consider a hybrid meeting of both in-person and teleconference, so attendees would have a choice. M/S/P Joseph Williams/Sherrell Terry to approve holding a hybrid in-person/teleconference meeting in August, Board approved.

**GEMA GRANT:** GEMA and Homeland Security has awarded New Horizons \$10,689.23 in Public Assistance Funding to reimburse us for purchases of PPE and other items necessary for staff and individual safety for the period January 20, 2020 through June 30, 2020. Additional funds were requested for extra cleaning supplies needed during the pandemic, but those were not approved and telehealth expenses also were not covered. This is a very slow federal process. The next step will be a contract sent from GEMA/Homeland Security. Once the contract is processed, we will receive reimbursement for approved expenses.

**USDA Rural Grant Update:** We had our first virtual consortium meeting of the Georgia Digital Framework for Health Equity on May 6<sup>th</sup>. Year 1 of the project will be dedicated to ordering and installing the telehealth equipment. Initial steps will include site visits from PolyCON, the telehealth equipment provider. Morehouse School of Medicine will be working on this timeline and implementation plan.

**SAMHSA Grant:** This grant is to enable community mental health centers to support and restore the delivery of clinical services that were impacted by Covid-19. The application will be submitted by the May 21 deadline and funding is based on numbers served.

**DBHDD PROPOSED SUPPLEMENTAL FUNDING:** Andrea reported that DBHDD has made application for Federal Emergency Covid Funding. CSBs and other agencies may be eligible for the funding that could help us in several areas that include: Additional Medication Assisted Treatment (MAT) funding, hygiene items for distribution to the homeless, hazardous pay incentives, development of Co-Responder program for crisis calls, return of the High Utilization Management (HUM) Counselor position, Child and Parent Peer Support, expanding the APEX program, and adding Crisis Respite Beds.

**DEVELOPMENT, MARKETING, AND COMMUNITY RELATIONS:** We received a \$2500 donation from Dr. Jonathan Liss and the Columbus Memory Center thanks to the Facebook Live Program with Pops Barnes. Eight representatives from New Horizons attended the Columbus Laughs Event on April 30 and Valerie accepted the check on behalf of the Agency. The funds will be used to support individuals receiving Integrated Health Service from Dr. Shaw and the REACH Program.

As more people are vaccinated and COVID safety precautions are eased, more Health and Wellness events are being scheduled in the Community. Randolph County will host a drive through Health Fair on Saturday, May 15. River Valley Regional Commission hosted a drive through event on Friday, May 7<sup>th</sup>.

Mr. Ranieri gave special thanks to Dr. Liss and the Columbus Memory Center, Councilman Barnes, Morehouse School of Medicine and Susan for these valued partnerships and the impact they have on the communities we serve.

**COVID SURVEILLANCE REPORT:** Andrea reported that since our last Board Meeting New Horizons has had one (1) individual and no (0) staff with lab confirmed positive tests for Covid-19. She stated that, according to the [myvaccinegeorgia.com](http://myvaccinegeorgia.com) website, 28% of Americans are fully vaccinated and 36% have had at least one vaccine dose. Our goal now is to get the word out and encourage staff, individuals, and their families to get the vaccine, that is safe and free, to protect themselves and those around them. Andrea added that in Georgia, on Friday, May 7<sup>th</sup>, there were 2,071 individuals hospitalized with Covid-19 and 30 individuals died across the State.

**BOARD MEMBER REPORTS:** Board members shared reports on how they, their families, and communities are managing the ongoing challenges of the pandemic. Most indicated they are fully vaccinated and are looking forward to meeting in-person in the next few months.

**ANNOUNCEMENTS:** Laverne Chaffin was reappointed to another three-year term by the Clay County Commissioners. We so much appreciate her dedication and faithful service to New Horizons.

The GACSB Annual Educational Exchange is scheduled for Sunday, November 7 to Tuesday, November 9, 2021 at Legacy Lodge on Lake Lanier. Board Members interested in attending should let us know as soon as they can as a limited number of reservations will be made in advance.

Vaccine sites will be scheduled at several New Horizons locations through a partnership with the Department of Public Health. Dates, times, and locations should be announced early this week and will be sent out via email.

Andrea encouraged Board Members to join in the FaceBook Live with Pops Barnes show every Monday at 10:00 a.m. It is always interesting, informative, and entertaining with speakers on a variety of topics. If unable to catch the show live, you can also go to New Horizons website for information on the archived shows.

Mr. Ranieri recapped plans for our next few meetings: The June meeting will be held via teleconference, there is no meeting scheduled for July, and the August meeting will be a hybrid in-person/teleconference meeting.

Mr. Ranieri extended thanks to fellow Board Members, New Horizons leadership, and staff for the great job they continue to do during these very challenging times.

**PUBLIC COMMENT:** No public comments were presented.

**ADJOURNMENT:** There being no further business, M/S/P Joseph Williams/Sandra Gill to adjourn the teleconference/meeting at 4:25 p.m., Board approved.

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David Ranieri  
Chairperson





*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906

(706) 596-5588  
FAX (706) 596-5589

## NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS

June 14, 2021

Via Teleconference

Members Present: David Ranieri, Sandra Gill, Damon Hoyte, Edwina Turner, Joseph Williams, Nancy Schroeder, Linda McElroy, Sherrell Terry, and Karen Johnson

Members Excused: April Hughes, Ed Harbison, and LaVerne Chaffin

Staff Present: Andrea Winston, Valerie Bowden, Denise Wade, Susan Gallagher, Cyndy Pattillo, and Molly Jones

**CALL TO ORDER:** The meeting was called to order at 3:31p.m. A quorum was established at that time. Board Chair David Ranieri welcomed Board members and staff.

For safety concerns during the Covid-19 pandemic, today's meeting is a teleconference call and, in accordance with the GACSB rules, will be recorded. Board members were made aware of this prior to the call and it was announced upon dialing in to the call. Molly did a roll call of Board members and staff participating on the call.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:** No guests were in attendance.

**\* SECRETARY'S MINUTES (Approval of May 10, 2021 minutes):** M/S/P Joseph Williams/Edwina Turner to approve the minutes of May 10, 2021 meeting, Board approved.

**FINANCIAL REVIEW:** Valerie reported New Horizons had a surplus of \$146,949 for the month of April compared to a budget of \$33,575. This brings the year to date surplus to \$1,693,537 compared to a budget of \$530,373. There were no unusual items in April except that we continue to see the decline in DD Medicaid Waiver revenue as the Annex K DD Retainer billing has run out and there was no longer any DD Retainer Billing allowed after February 28, 2021.

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We have also been able to exceed budget for the year due to DBHDD extending the timeframe that we are able to receive 1/12 of our GIA FFS allocated funds, which has now been extended to June. Revenues for the first 10 months of the current fiscal year are actually \$2,300,000 less than the first 10 months of last fiscal year. The planned expense reductions to address this shortfall, along with program operating expense being down with programs not operating at full capacity due to COVID, has helped the agency to exceed budget for the year. We continue to work on a FY22 budget that will assume the DBHDD 1/12 GIA FFS will end in June 2021 so that we can plan accordingly.

Days Cash on Hand at the end of May were 42.00 days. Revenue collections are down, but we have also been keeping expenses down and have been able to increase days cash on hand.

Andrea added that due to staffing shortages at all CSBs, causing some to cut services, discussion of some type of payment option to assist with hiring staff has been ongoing in the GACSB meetings.

**MENTAL HEALTH, SUBSTANCE ABUSE, & DEVELOPMENTAL DISABILITIES SERVICES REOPENING PLANS - POST COVID UPDATE:** Denise indicated that as we look at increasing the census at our Day Services programs and reopening safely, there are some common threads in all of the plans. The common threads are: staffing (staff shortage, lack of staff), transportation, and, potentially, space. The plans include continuing to stay safe, which means continuing to practice CDC prevention guidelines. Staff shortage and difficulty hiring, even receiving applications, is an ongoing concern that also includes drivers. Drivers are needed and the positions are posted. Since the last report presented in May, we have been able to hire one driver. Pre-COVID we were able to transport approximately 12 individuals on each van. Due to COVID, this number is reduced to 6 individuals per van. While there is a relaxation of some CDC guidelines, especially for those who have received vaccines, some individuals continue to be uncomfortable with the idea of being in groups.

Day Programs Status:

**MH Day Services – REACH (Current average daily attendance is 50.)**

- We have identified individuals who are ready and willing to return to F2F services at REACH.
- There is some limited capacity in the current groups.
- The plan is to add one group at the time. We are ready to add a group.
- As we continue to add groups back to the schedule, we will consider utilizing space at the BHP building.
- Update: We have selected someone for our Group Counselor/Group Leader position and are hopeful she will accept the position. This will enable us to add a group at REACH.
- Staff shortage continues to be a potential barrier to reopening as quickly as we would like.
- Transportation will be needed in order to support an increase in the census as we re-open.

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**SA Day Services – Midtown (Current average daily attendance is 35 – across all groups.)**

- Midtown has identified several individuals who are ready and willing to return to F2F services at Midtown.
- We plan to add one group at the time. We are ready to add a group.
- There is a plan to increase the group size of the current groups, within safe limits as recommended by CDC. We do have some capacity at this time to increase group size.
- Telehealth (Zoom) group size will be increased.
- Our MAT Peer will conduct the F2F group that will be added.
- Update: We have added back groups that are available 5 hours per day.
- Keep the two tracks of groups that are currently in place (morning track and afternoon track).
- Staff shortage continues to be a barrier to reopening as quickly as we would like.
- As we continue to add groups, the plan is to consider utilizing space at the BHP building for an additional group.
- Transportation will be needed in order to support an increase in the census as we add groups. Staff have already been in touch with Transportation.

**DD Columbus Service Center and Supported Employment Program**

- Staff are in contact with families of our individuals as they attempt to identify individuals who are ready and willing to return to F2F services.
- Families are offered assistance in scheduling COVID-19 vaccines.
- Families are encouraged to ask questions and have been offered tours of the CSC and SEP to help them feel comfortable.
- There is a plan to increase group size in those groups where we currently have capacity.
- Staff shortage is a potential barrier to reopening as additional staff will be needed.  
Update: A position has been posted.
- Transportation will be needed in order to support an increase in the census as we re-open.

**DD Randolph/Clay Stewart/Quitman Service Center and Supported Employment Program**

- Some semblance of normalcy has started to return to these programs. For example, the Annual Spring Fling was held and there were 20 individuals in attendance.
- Staff are in contact with families of our individuals as they attempt to identify individuals who are ready and willing to return to F2F services.
- Families are encouraged to ask questions and will be offered tours of the SC and SEP program so they can see what safety measures are being taken.
- We will first increase group size.
- Staff shortage is a potential barrier to reopening as additional staff will be needed.

Andrea reiterated that the work staff shortage is at a critical level at all CSBs, across the industry, and for all positions with some agencies limiting services due to the staff shortage. With so many positions open and other companies/agencies offering sign-on bonuses and higher salaries, filling positions and keeping staff is increasingly difficult. New Horizons is not able to be competitive with salaries and benefits while trying to achieve our goal of not operating in a deficit.

Board members inquired about open positions and salaries for those positions.

**\*APPROVAL OF GEORGIA HOUSING AND FINANCE AUTHORITY PERMANENT SUPPORTIVE HOUSING PROGRAM GRANTS - SHELTER PLUS CARE IN MUSCOGEE & HARRIS COUNTIES, RED HILL, AND RURAL RAPID REHOUSING:**

Housing Program Grants that are up for renewal and require Board approval are listed below. Shelter Plus Care provides housing for homeless individuals in Muscogee and Harris counties, Red Hill group home is located in Stewart County, and Rural Rapid Rehousing provides housing in the outlying counties. Grant amounts are as follows:

- Shelter Plus Care Muscogee County \$323,855.00
- Shelter Plus Care Harris County Family \$227,329.00
- Shelter Plus Care Harris County Individual \$77,248.00
- Red Hill (Group Homes) \$58,951.00
- Rural Rapid Rehousing \$98,295.00

M/S/P Edwina Turner, Damon Hoyte to approve New Horizons participation in these supportive housing program grants, Board approved.

Sherrell Terry inquired about assistance for homeless individuals in Talbot County. Andrea indicated the Rural Rapid Rehousing program covers that area and staff could reach out to the individuals who are experiencing homelessness. One of the barriers to housing individuals is the definition of homelessness outlined in the grants. An individual is not considered homeless, by their definition, if they are staying with family or friends. Edwina Turner added that homelessness in the rural areas is very different from urban areas which makes it difficult to get an accurate count of homeless individuals in outlying areas or provide assistance to them.

**STRATEGIC PLAN:** We have updated the FY21 Strategic Plan for the 3rd quarter progress activity. A copy was sent to Board members for review. The majority of the goals are on track and the goals with little activity are lagging due to COVID restrictions right now. We are reviewing the Strategic Plan in Staff Executive Committee meetings and Performance Improvement Committee meetings to ensure that we are staying on track to meet the Strategic Plan goals.

**GEORGIA HOUSING VOUCHER FIDELITY REVIEW:** NHBH volunteered to be a part of the pilot Fidelity Review for the Georgia Housing Voucher Program. Denise reported the Fidelity Review was conducted Monday, May 17 and, prior to the actual review, requested documents were sent to DBHDD. The fidelity score was 22.92 (passing score is 21) and our general organizational index score was 46 (passing score is 45), both passing scores. Mr. Seay of DBHDD pointed out that it unusual to receive a passing score in both fidelity and organizational index. He also stated that the NHBH Team “did an exceptional job.” Mr. Seay indicated that a number of New Horizons’ practices will be used as a standard in some areas, as the DBHDD Team deemed these practices as being worth sharing with other providers.

As with all reviews and audits, there were some suggestions made for improvements. Three areas were identified as needing some work: individualized treatment plans, documentation of supervision of staff and process monitoring. We will be working to address these areas and make the suggested improvements. Additionally, the DBHDD Team suggested that we enter or scan the GHVP documents (Housing Choice Logs, leases, etc.) into the EMR.

Kudos to Cheryl Williams and our GHVP Team!

Congratulations were extended by Board Members for a great job on the review.

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**COMMUNITY DEVELOPMENT BLOCK GRANT AWARDS:** Susan announced the Community Reinvestment Department of the Columbus Consolidated Government has awarded (2) grants to New Horizons Behavioral Health through their “Public Services” Funding. New Horizons will receive \$32,000 to fund a Wheelchair-Accessible Minivan for its I/DD Program and \$7,500 to fund bedroom furniture for GHFA Permanent Supported Housing units in Muscogee County. Both of these programs support the City’s Consolidated Plan by serving low income individuals in special populations.

Public services can strengthen communities by addressing the needs of specific populations, and by supporting economic development. Through Community Development Block Grant (CDBG) funds, the Columbus Consolidated Government funds an array of public services, including, but not limited to:

- Childcare
- Health care
- Job Training and workforce development
- Recreation programs
- Homebuyer counseling
- Elderly care and programs
- Homeless services
- Education programs

Within the City of Columbus, there continues to be a need for services to increase the effectiveness of physical investments that improve conditions for the elderly, youth, low-income persons, and other special populations. As identified by the City's current Consolidated Plan, these are the identified public service’s needs for Columbus:

- Expanded recreational and education programming for youth, especially STEM activities
- Entrepreneurship and employment training programs
- Emergency and employment training programs
- 
- Homebuyer education and foreclosure prevention services
- Improved mental health services
- Substance abuse prevention education and rehabilitation services

**ORGANIZATIONAL CLIMATE SURVEY ACTION PLAN:** To gain input from staff, New Horizons annually participates in this survey conducted through the GACSB. Surveys are completed electronically. Cyndy reported on a couple of areas, pay and benefits and comparisons with Healthcare Staffing and New Horizons benefits/policies, that reflected staff dissatisfaction. Some positive areas of response included working well with co-workers, knowing the mission of New Horizons and who we are here to serve, having adequate space and what you need to do your job. The report of survey results compares New Horizons to other CSBs throughout the state. A committee was formed to address areas of concern and an action plan developed. The plan will be reviewed with the Performance Improvement Committee and staff assigned to implement the plan.

Andrea added that the agency conducts CARF required surveys for Stakeholders, Individuals Served, and Employees annually.

**CERTIFIED COMMUNITY BEHAVIORAL HEALTH CLINIC UPDATE:** Cyndy reported CCBHC committee members continue to participate in the weekly Learning Community sessions focusing on requirements to being a CCBHC in great detail. Committee members are then meeting to develop goals and staff assignments for those goals. To become a CCBHC, providers must meet certain criteria and payment for services is closely tied to costs of services. Streamlining how we operate, both in service delivery and financially, will be key. The current hiring situation will make the transition process more challenging. We are looking at grant opportunities related to becoming a CCBHC.

**DEVELOPMENT, MARKETING, AND COMMUNITY RELATIONS:** The Facebook Live Show with Pops Barnes is on hiatus for several weeks, with plans to return later this summer. New Horizons' advertisements for the MAT Program and Child and Adolescent Services are running on WTVM through July. A Suicide Awareness Conversation with 20 youth & adults was conducted at the Salvation Army on Saturday, June 12<sup>th</sup>. Staff from ESG & RRH programs will participate in the Clay County Juneteenth event in Ft. Gaines.

**COVID SURVEILLANCE REPORT:** As of today, June 14, 2021 the agency has not had any new reports of either COVID-19 exposures nor positive cases since April 21, 2021 (current data below). The agency hosted 2 COVID-19 Vaccination Clinics on May 12 and May 14, 2021.

**Updated Coronavirus Cases – (260)**

As of today June 14, 2021:

1. Known # individuals exposed to the COVID-19 virus: **115** (0 new exposures) reporting individual exposures to DBHDD is no longer required unless it is the I\DD program.
2. Known # staff exposed to the COVID-19 virus: **62** (0 new exposures); reporting staff exposures to DBHDD is no longer required.
3. Known # individuals with a lab confirmed positive test for the COVID-19 virus: **38** (0 new cases).
4. Known # staff with a lab confirmed positive test for the COVID-19 virus: **44** (0 new cases).

COVID-19 related Deaths: **2**

Andrea also presented the following data from the Department of Public Health:  
State of Georgia: 35% have been fully vaccinated.

County	Covid Positives since 02/01/2020	Covid Positive in the first week of June 2021	Percent Vaccinated
Muscogee	14740	76	25%
Chattahoochee	3620	3	11%
Clay	186	1	33%
Quitman	81	0	23%
Randolph	475	2	26%
Harris	2238	7	27%
Talbot	400	8	29%
Stewart	830	6	22%

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With only 35% of Georgians fully vaccinated and many counties with much lower numbers, getting the word out and continuing to encourage people to get vaccinated is critically important. As the numbers indicate, people are still getting Covid-19.

**BOARD MEMBER REPORTS:** Board members expressed shock at the low numbers for fully vaccinated individuals in their counties and emphasized there is more work to do to get the word out. They shared information on family members, milestones reached, changes in their work environments, and efforts to follow guidelines and stay safe while having a little more freedom to gather in small groups due to being fully vaccinated. New Horizons' staff also gave updates. All are looking forward to the in-person Board meeting on August 9<sup>th</sup>.

**ANNOUNCEMENTS:** Andrea reminded Board Members that there is no Board meeting scheduled for July. The GACSB Annual Educational Exchange is typically in October, but this year will be held November 7-9, which will conflict with the November 8<sup>th</sup> Board Meeting date. As we typically have not had a meeting in October due to this event, Board members were asked if they would prefer to have an October meeting this year and cancel the November meeting to allow them to attend the Exchange. Members agreed to cancelling the November meeting and having a meeting in October.

Andrea reported a meeting was held with the Muscogee County Sheriffs Department to discuss implementing a Co-Responder Program allowing a Counselor to go out on calls that are related to a mental health crisis.

A meeting was held with Piedmont Medical Center to discuss a referral process to New Horizons for individuals who present at the Emergency Room for opioid overdoses.

**PUBLIC COMMENT:** Karen Johnson asked if services were ongoing at the Villa Nova location in Randolph County. She reported being told that only two staff remain employed there, there was too much work there for two people, and asked if we planned to continue to provide services at that location. Andrea assured her that all services would continue at the location and she would be happy to speak with staff or individuals who shared this information and would discuss it with the Program Director for that area. She will contact Ms. Johnson when more information is available.

Members were reminded there is no Board Meeting in July and the August meeting will be in-person/teleconference.

**ADJOURNMENT:** There being no further business, M/S/P Damon Hoyte/Nancy Schroeder to adjourn the teleconference/meeting at 4:50 p.m., Board approved.

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David Ranieri  
Chairperson





*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

*Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906*

*(706) 596-5588  
FAX (706) 596-5589*

## **NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS**

August 9, 2021                      Via Teleconference

Members Present:                David Ranieri, Sandra Gill, Ed Harbison, Edwina Turner,  
Joseph Williams, Nancy Schroeder, Linda McElroy,  
Sherrell Terry, LaVerne Chaffin, and Karen Johnson

Members Excused:              April Hughes and Damon Hoyte

Staff Present:                     Andrea Winston, Valerie Bowden, Denise Wade,  
Susan Gallagher, Randall Newberry, and Molly Jones

**CALL TO ORDER:** The meeting was called to order at 3:30 p.m. A quorum was established at that time. Board Chair David Ranieri welcomed Board members and staff.

Today's meeting was originally scheduled as an in-person/teleconference option per Board approval. Due to DBHDD and GACSB having recent cancellations of trainings and conferences and with Covid numbers increasing in many areas, it was decided that today's meeting would be a teleconference call and, in accordance with the GACSB rules, will be recorded. Board members were contacted about the change and it was announced upon dialing in to the call that the meeting would be recorded. A decision will be made about the September Board meeting at a later date. Molly did a roll call of Board members and staff participating on the call.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:** Dawn Nguyen-Truong, Director, Center for Health Disparities and Community-Based Research, Columbus State University.

**CSU COMMUNITY PARTNER PRESENTATION:** Susan introduced Dawn Nguyen-Truong from Columbus State University who was our external evaluator and wrote the final project evaluation for the Women of Worth grant and is the current external evaluator on the NEXUS Project. Dawn, Director of the Center for Health Disparities and Community-Based Research Center, announced that a plaque was being presented by Columbus State recognizing New Horizons Behavioral Health as a valuable community partner. Through the center, service-learning and research opportunities are available to students in the College of Education and Health Professions in order to provide real-world experiences to prepare them for the workforce and graduate education.

Dawn expressed gratitude and appreciation to New Horizons' leadership and staff and her hope to continue this partnership for many years to come.

**\* SECRETARY'S MINUTES (Approval of June 14, 2021 minutes):** M/S/P Edwina Turner/ Karen Johnson to approve the minutes of June 14, 2021 meeting, Board approved.

**FINANCIAL REVIEW / YEAR END REPORT / ANNUAL AUDIT:** Valerie reported we had a surplus of \$46,634 for the month of June compared to a budget of \$6,100. This brings the FY21 surplus to \$1,938,051 compared to a budget of \$576,735. We were able to exceed budget for the year due to DBHDD extending the timeframe that we were able to receive 1/12 of our GIA FFS allocated funds each month and the Annex K DD retainer billing we were allowed during FY21. And, we were able to be reimbursed for Medicaid and insurance by providing services via telephone, facetime, zoom, telemedicine, etc. Downsizing our program sites has greatly helped to reduce expenses. Revenues for the FY21 are actually \$2,326,000 less than FY20. The planned expense reductions to address this shortfall, along with program operating expense being down due to programs not operating at full capacity, has helped the agency to exceed budget for the year.

We are working to finalize the FY22 budget. The DBHDD 1/12 of GIA FFS allocated funds provided each month and the Annex K DD retainer billing are no longer available for FY22. This will negatively impact our revenue by approximately 1.7 million dollars. We are reviewing each program to determine where we can produce additional revenue or reduce operating costs.

Days Cash on Hand at the end of June were 45.00 days. Revenue collections are down, but we have also been keeping expenses down and have been able to increase days cash on hand for the fiscal year.

The Annual Financial Audit will take place the week of August 16. We are currently preparing for the audit. It will be a combination of remote and on-site auditing.

Board Members acknowledged the agency is in a good position to begin the fiscal year as we anticipate many challenges and unknowns ahead. They encouraged staff to keep up the good work.

**FY22 COUNTY SERVICES AGREEMENTS:** Andrea reported that with FY21 ending, county agreement renewals are due for FY22 and specifics of the agreements will be shared with the Board. Valerie quoted the DBHDD contract requirement that states the Contractor agrees to seek and apply to the services delivered under this Contract the historic level of local financial support provided by participating county and municipal governments. The agreements have been consistent for many years with the exception of Muscogee County which was reduced a few years ago due to their budget cuts. Services provided were also listed with some counties offering more, but core services are available to all individuals in each county.



Data, by county, was presented as follows:

County	County Match	Individuals Served FY21
Muscogee	\$144,932	5,688
Harris	\$6,000	217
Talbot	\$2,748	64
Chattahoochee	\$2,508	64
Stewart	\$1,872	77
Randolph	\$5,208	182
Quitman	\$624	52
Clay	Office space provided	46

**\* RESOLUTION TO PARTICIPATE IN CHILD AND ADULT CARE FOOD PROGRAM:** The CACFP federal program provides reimbursement for nutritious meals and snacks at our programs. M/S/P Edwina Turner/Sandra Gill to continue participation in the CACFP program, Board approved.

**FY22 DBHDD CONTRACTS:** Andrea announced new contracts and increases to existing contracts, not including core services, for a number of DBHDD contracts for FY22. They include:

1. Increase in HIV funds of \$75,000 for the next 4 years. This should come as an amendment to the core contract in August.
2. Increase in the Gambling Addiction contract of \$50,000 for the next 4 years. This will also be an amendment to the Gambling Addiction contract.
3. MAT: \$50,000 for two years, \$25,000 per year  
To be used by adults w/o entitlements in MAT services. For example, medications. Will be added to regional core contract.
4. ICM & Supported Employment:  
\$2,857 for each team for the purchase of material & supplies for skill building, teaching tools, etc. Outings for individuals, transportation to medical appointments. Will be added to regional core contract.

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5. Workforce hazard pay: \$50,000 for two years, \$25,000 per year  
For retaining & attracting qualified nursing & clinical staff. Will be added to regional core contract.
6. Co-responder Program: 1 FT Licensed clinician. New funding allocations; \$179,571 spread across 2 fiscal years to fund a licensed clinician who will work along w/ law enforcement as a co-responder, targeting areas with highest volume of BH related 911 calls and areas of high officer-involved shootings during the pandemic within areas of highest population. For diversion of individuals with SMI from jails to treatment but would also steadily decrease the volume of non-violent 911 calls in which officers are involved.
7. HUM program reinstated: \$92,983 for two years. Covers one full time staff salary & benefits and program operating costs. Will be new contract.
8. Corrections Pilot Project: Providing supports to individuals with SMI exiting the correctional facility in Muscogee County to facilitate their successful re-entry to the community and their connection to community-based services and resources, including housing and potential referral to the Georgia Housing Voucher Program. The team will consist of 1 Case Manager and 1 CPS who will work with identified individuals as they transition back into the community and have not yet connected to a long-term provider or accessed supports with securing housing through GHVP. The Muscogee Co. Jail has a mental health component through community-based provider New Horizons and the Licensed Mental Health Professional has agreed to complete the assessment and diagnosis on the referred individuals. This position and the assessments are not funded by this grant. These positions will support an existing partnership involving DBHDD and its Region 6 Regional Field Office, Department of Corrections, and the Department of Community Supervision.  
Budget \$231,200  
115,600 per year x 2 years = \$231,200      Contract years (2)

Board Members inquired about staffing shortage issues reported in recent Board meetings and expressed concerns on how we would provide new or increased contract services for FY22 in this environment. Andrea acknowledged that this is still very much a problem, as we continue to have many vacant positions, and the workforce hazard pay will only help a little. Transportation is also an area of concern due to lack of funding and lack of staff, but a recent meeting with the Chief Financial Officer and staff of the Transportation Department at DBHDD gave us hope that funding may be available soon. Positive feedback on the new programs was expressed by several Board members.

**DEVELOPMENT, MARKETING, AND COMMUNITY RELATIONS:** The Community Reinvestment Department of the Columbus Consolidated Government has awarded (2) grants to New Horizons Behavioral Health through their “Public Services” Funding. New Horizons will receive \$32,000 to fund a Wheelchair-Accessible Minivan for its I/DD Program and \$7,500 to fund bedroom furniture for GHFA Permanent Supported Housing units in Muscogee County. Both of these programs support the City’s Consolidated Plan by serving low income individuals in special populations.

The Facebook Live Show with Pops Barnes is on hiatus and will return August 23. Our ads for the MAT Program and Child and Adolescent Services are running on WTVM. We are scheduling small Outreach and Education events at the Parks and Recreations Centers and Senior Centers throughout the year with one location highlighted each month from 11 AM – 1 PM. Pops Barnes is coordinating for the other agencies to participate, with New Horizons selecting dates and locations. We are in communication with Holli Browder with Parks and Recreations.

A suggestion was made to invite Jerry “Pops” Barnes to a future meeting and honor him publicly for all he does for New Horizons and the community.

Mark your calendar and save the date for “Recovery on the River” celebrating National Recovery Month. New Horizons has received a \$1200 mini grant from the Georgia Council on Substance Abuse to help host the event. Our event is scheduled for Saturday, September 11th from 10:00 am - Noon and will include a .7 mile stroll through Uptown as well as Recovery speakers and door prizes.

**COVID SURVEILLANCE REPORT:** Andrea reported that nationwide the vaccination rate is at 50%, but in Georgia the rate is only 39%. We continue to encourage staff and individuals to get vaccinated. Updated Coronavirus Cases for New Horizons are at 266 (combined individual and staff exposures and individual and staff confirmed positive cases) with 6 new cases since 7/21/21 and 2 Covid-19 related deaths.

Many of us developed a false sense of safety once we were vaccinated and Covid numbers had decreased, but with the Delta variant more widespread and transmissible, we are being more cautious and hope to see an increase in vaccinations. Andrea presented the following data from the Department of Public Health for fully vaccinated people in our eight county area:

County	Percent Vaccinated
Muscogee	31%
Chattahoochee	15%
Clay	46%
Quitman	30%
Randolph	31%
Harris	35%
Talbot	36%
Stewart	27%

An inquiry was made as to how New Horizons staff is doing. Andrea responded that our Medical Director asked if all employees could be required to be vaccinated, but the Governor has announced that we can not mandate staff vaccinations. We have continued requiring masks and following sanitizing and other precautions in our building and, due to the increase in Covid numbers, continue to have PPE on hand and rapid testing available. We have certainly seen an increase in stress, anxiety, overdoses, violence, and suicides over the past months and an email to sent to All Employees recently was a reminder to be more vigilant and prepared as crisis situations are becoming more frequent and to exercise self-care on and off the job. During these challenging times, we must take care of ourselves and those around us.

**ANNOUNCEMENTS:** Andrea announced that nationwide settlements totaling \$26 billion have been reached to resolve opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen, and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. The focus of these proposed settlements is funding services related to abatement of the opioid epidemic.

The GACSB Annual Educational Exchange is November 7-9 at Legacy Lodge on Lake Lanier Islands, Georgia. A block of rooms has been reserved and those interested in attending should let us know as soon as possible. As with all conferences and trainings scheduled at this time, plans are subject to change and Board Members will be notified should this occur.

Information on the Lifeline Wireless Program, providing free connectivity for Georgia Medicaid Members, was presented. Free smartphones, with unlimited talk and text, plus a monthly data plan are available to all Medicaid members. This information will be shared with staff, individuals, family, and friends.

**PUBLIC COMMENT:** Edwina Turner announced she had received an email from Cheryl Kolb, Program Director for the West Central Health District, regarding counterfeit pills and new opioid analogs showing up in Georgia and all types of illicit drugs are testing positive for Fentanyl. There was also a link for Addiction, Opioids, and Narcan Administration training and after the training, Nasal Narcan will be provided to the participating organization. She will forward the email after the meeting. Susan added that the information was posted on New Horizons Facebook page.

Appreciation was expressed to all of our Board Members who volunteer their time, with no pay, and are truly dedicated to the individuals in our services with mental illness, addictive disease, and developmental disabilities and to New Horizons employees.

A determination will be made for either in person, teleconference, or a hybrid option prior to the September Board meeting and Board Members will be notified.

**ADJOURNMENT:** There being no further business, M/S/P Joseph Williams/Linda McElroy to adjourn the teleconference/meeting at 4:26 p.m., Board approved.

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David Ranieri  
Chairperson



*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906

(706) 596-5588  
FAX (706) 596-5589

## NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS

September 13, 2021      Via Teleconference

Members Present:      David Ranieri, Edwina Turner, Damon Hoyte,  
April Hughes, LaVerne Chaffin, and Karen Johnson

Members Excused:      Sandra Gill, Ed Harbison, Joseph Williams, Nancy Schroeder,  
Linda McElroy, and Sherrell Terry

Staff Present:      Andrea Winston, Valerie Bowden, Denise Wade,  
Susan Gallagher, Cyndy Pattillo, Virginia Cartwright,  
and Molly Jones

**CALL TO ORDER:**      The meeting was called to order at 3:32 p.m.      A quorum was not established at that time, but was established later in the meeting.      Board Chair David Ranieri welcomed Board members and staff.

Today's meeting was originally scheduled as an in-person/teleconference option per Board approval. Due to DBHDD and GACSB having recent cancellations of trainings and conferences and with Covid numbers increasing in many areas, it was decided that today's meeting would be a teleconference call and, in accordance with the GACSB rules, will be recorded. Board members were notified of the change and it was announced upon dialing in to the call that the meeting would be recorded. A decision will be made about the October Board meeting at a later date. Molly did a roll call of Board members and staff participating on the call.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:**      Laura Lee Bernstein, Chattahoochee County Manager.

**\* SECRETARY'S MINUTES (Approval of August 9, 2021 minutes):**      M/S/P Damon Hoyte/Karen Johnson to approve the minutes of August 9, 2021 meeting, Board approved.

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**FINANCIAL REVIEW:** Valerie reported New Horizons had a surplus of \$22,944 for the month of July compared to a budget of \$21,932. There were no unusual items in July. This is the first month that we are not receiving 1/12 of our GIA FFS allocated funds each month and we will only receive payment for services that we bill for, which has greatly reduced our monthly revenue. And, there are no provisions for the DD waiver billing in the new fiscal year. Based on current activity, we projected what we would be billing for GIA FFS and DD Medicaid Waiver in order to ensure that we can meet our monthly expenses. For the month of July, we did meet the projected GIA FFS billing and DD Medicaid Waiver billing. We are now operating on a thin margin and continue to review programs and look at ways that we can operate more efficiently so that we can continue to increase our cash position and not decrease cash. We are still working on a final budget for the year.

Days Cash on Hand at the end of August were 46.00 days.

Andrea added that funding for Transportation continues to be discussed with the latest information indicating that New Horizons opted out of Coordinated Transportation years ago due to the demands and costs of participating in the program. The question now is can we opt back in or can we use a current provider for our transportation needs? Cutting programs that can not support themselves will be necessary to meet our goal of increasing Days Cash on Hand by one day per month. She emphasized that difficult times require difficult decisions.

**\* APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT:** The Community Reinvestment Department of the Columbus Consolidated Government has awarded (2) grants to New Horizons Behavioral Health through their “Public Services” Funding. New Horizons will receive \$32,500 to fund a Wheelchair-Accessible Minivan for its I/DD Program and \$7,500 to fund bedroom furniture for GHFA Permanent Supported Housing units in Muscogee County. Both of these programs support the City’s Consolidated Plan by serving low income individuals in special populations. Seeking Board approval of the Community Development Block Grant to fund a Minivan for I/DD programs. M/S/P Damon Hoyte/Karen Johnson to approve the \$32,500 Block Grant funding, Board approved.

**ESG GRANT UPDATE:** New Horizons currently has 3 Emergency Services Grants (ESG grants) through the Department of Community Affairs (DCA):

ESG Homeless Prevention

ESG Street Outreach

ESG Hotel Motel Voucher Project

We have not been able to meet the enrollment requirement of the ESG Homeless Prevention and ESG Street Outreach and, therefore, will not be renewing these two grants. One significant barrier to enrolling individuals in these two programs is the inability to meet the definition of homeless as defined by DCA. We do encounter persons who are living on couches of family members and need assistance, but they do not meet the criteria.

We will be renewing the ESG Hotel Motel Voucher Project for \$5,000.00.

**RECOVERY MONTH ACTIVITIES:** Recovery on the River was held Saturday, September 11th at Synovus Park located at 1100 Bay Avenue on the RiverWalk in Uptown Columbus. The purpose of the event was to bring awareness to the local recovery community. We had 18 volunteers, 6 speakers, 2 Sheriff's Department Security Staff, and 77 attendees. A total of \$7,700 was raised. Expenses were \$2,245.93 resulting in net proceeds of \$5,454.07. Logistically, the event was much easier to organize than the 5K Run4Recovery and Uptown Promenade, yet netted a decent amount of proceeds. It was also much smaller than the 2019 Run4Recovery which had a total of 239 participants with the Run, Walk and volunteers. A breakdown of Recovery events from 2016 to present is listed below:

2016	\$ 5,740.18	(Run4Recovery)
2017	\$ 8,144.25	(Run4Recovery)
2018	\$ 3,146.75	(Run4Recovery)
2019	\$ 9,373.12	(Run4Recovery)
2020	\$ 2,604.92	(Recovery Rocks)
2021	\$ 5,454.07	(Recovery on the River)

Feedback from the event has been very positive. The weather and location were great, the crowd small and manageable. We followed Covid protocols for outdoor events and encouraged face masks. The Development Office is selling the remaining t-shirts at \$10 each to close out the event. The website Photo Gallery has been updated with a few pictures from the event.

**CERTIFIED COMMUNITY BEHAVIORAL HEALTH CENTER UPDATE:** Cyndy posed the question "What is a CCBHC?" and gave the following definition: The Excellence in Mental Health and Addiction Act demonstration established a federal definition and criteria for Certified Community Behavioral Health Clinics (CCBHCs). These entities, a new provider type in Medicaid, are designed to provide a comprehensive range of mental health and substance use disorder services to vulnerable individuals. In return, CCBHCs receive an enhanced Medicaid reimbursement rate based on their anticipated costs of expanding services to meet the needs of these complex populations. CCBHCs are non-profit organizations or units of a local government behavioral health authority. They must directly provide (or contract with partner organizations to provide) nine types of services, with an emphasis on the provision of 24-hour crisis care, evidence-based practices, care coordination with local primary care and hospital partners, and integration with physical health care. Requirements include: 24/7/365 mobile crisis team services, immediate screening and risk assessment, easy access to care, tailored care for active duty military and veterans, expanded care coordination with local primary care providers, commitment to peers and family, and treatment services for individuals with I/DD. The CCBHC model promises payment for the actual cost of services. There are two models of payment: 1) One payment per month per individual served, or 2) Payment per service provided (for covered services). It is unknown whether NHBH will choose the model or the state will choose a model for all providers. Extensive cost analysis will be required, followed by a major leap of faith. Current areas of focus are: Access, policies and procedures, and care coordination. Cyndy added that while much has been learned about CCBHCs, there are still many questions, like what will services for the I/DD population look like? Andrea added that a huge undertaking will be selecting a new, enhanced Electronic Medical Record (EMR) system that is required for CCBHC and we currently are looking at Netsmart and Qualifacts. The initial start up for Netsmart is \$250,000 and \$300,000 annually.



Our IT department is meeting with Qualifacts this week to gather more information about their system and related costs. Streamlining our systems with a more advanced EMR could result in reduction of staff that would offset some of the costs. DBHDD will submit an RFP opportunity for two CCBHCs and Federal funds through SAMHSA will provide additional opportunities in Georgia. Updated CCBHC information will be provided to the Board as it becomes available.

**P.A.T.H. PROGRAM AWARD:** Andrea announced that New Horizons' PATH (Projects for Assistance in Transition from Homelessness) Team has been selected as a finalist for a Regional Outstanding Behavioral Health Provider Award for Region 6. These awards recognize DBHDD providers that have demonstrated exceptional performance and service. The award announcements will occur during the 2021 Behavioral Health Symposium which will be conducted virtually this year via Zoom.

PATH Director, Virginia Cartwright, reported PATH is designed to assist individuals with mental health and/or addictive disease, who are experiencing homelessness or currently in danger of becoming homeless (imminent risk of homeless). Imminent Risk of homeless consists of having to depart from where an individual resides due to eviction or a family member or friend demanding you leave. If this is the case, the individual is required to bring in a notarized letter from the person requesting their departure.

PATH case managers work with individuals in the program to locate permanent stable housing within the community. PATH works with many other community partners and agencies that also provide housing assistance. PATH is currently a member of our local Continuum of Care (CoC) spearheaded by Home for Good/United Way. Through community networking and street outreach, PATH has gained a wealth of knowledge and resources to assist individuals in obtaining stable housing.

PATH was recently able to assist a homeless female receive mental health treatment, wrap-around services, and temporary housing through the CoC. This individual was first spotted by the local CoC, but they were not able to outreach her. She was on the Mayor's list of individuals who are homeless that citizens expressed their concern about. Mrs. Winston went a step further after noticing her on several different occasions while driving to and from work. She reached out to PATH to see if we could assist her. PATH conducted several outreach attempts to reach the individual, but she declined. On our last attempt, the sheriff's department joined us, along with a Licensed Clinical Counselor and we were able to work together to get her to The Bradley Center for crisis stabilization. From there she was able to get stable on her meds, wrap-around services were implemented, and temporary housing was established. She currently has an Intensive Case Manager, is on her medication, and is also receiving services from Veterans Affairs.

PATH is not designed to provide emergency or immediate housing, but this program was set up to assist and provide resources and linkage to individuals so that they are able to secure services to prevent them from getting in the same situation again.

**\*EXECUTIVE DIRECTOR PERFORMANCE EVALUATION:** It is time, once again, for annual employee evaluations. Ms. Winston's Performance Evaluation was sent to Board Members prior to the meeting along with a stamped, addressed envelope to return it by mail. Board Members were asked to complete the evaluation, sign in two places, and send it to Shannon Robertson in Human Resources. If questions on completing the form or for more information, they were instructed to contact Shannon by phone or email. Andrea requested a brief Executive Session at the next Board meeting to further discuss her performance as she welcomes Board feedback and so appreciates the dedication and serious role Board members display in serving New Horizons. Mr. Ranieri encouraged Board Members to review and complete the evaluation form, sign it, and return by mail.

**DEVELOPMENT, MARKETING, AND COMMUNITY RELATIONS:** Susan reported that New Horizons has 3135 followers on Facebook. The Facebook Live Show with Pops Barnes is on hiatus and will return September 20 with a pre-recorded Zoom show featuring New Horizons programs. Our ads for the MAT Program and Child and Adolescent Services were aired on WTVM through August and Recovery on the River was featured on Business Break on August 31. We have scheduled small Outreach and Education events at the Parks and Recreations Centers and Senior Centers throughout the year with one location highlighted each month. Due to Covid, attendance at the Recreation Centers is very limited. The Development Office will use the opportunity to place program brochures at the Centers where they may be seen by parents picking up and dropping off their children at the Community Schools Program.

Pops Barnes has arranged for us to tape a 30 second spot promoting Integrated Healthcare with Tree of Life Healthcare on Friday, September 17<sup>th</sup>. The goal is to make CCG City Council aware of New Horizons and Tree of Life Healthcare, Inc. and to include our organizations in the allotment of the Indigent Care Trust Fund when Council votes on the apportionment in 2022.

Our partnership with the Sexual Assault Center at 909 continues by providing outreach and education to their volunteers on the overlap of Domestic Violence, Mental Health and Substance Use Disorders. The next training is October 23. There are usually 10 volunteers in attendance.

We continue to provide Suicide Awareness Training to the community even though the DBHDD Mental Health Awareness Training grant has expired. The next training is via Google Meetings for the staff and volunteers of the Boys and Girls Clubs, Inc. on Tuesday, September 28<sup>th</sup> at 6 PM. This training is coordinated through our partners at the Family Center.

The Development Director will be at the Talbot County Community Roundtable event Saturday, September 25. We will be prepared to speak on county services and provide brochures to attendees.

September is National Recovery Month and National Suicide Awareness and Prevention Month. October 24-31 is Red Ribbon Week in the schools. (Youth Substance Abuse Prevention)

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**COVID SURVEILLANCE REPORT:****Federal Mandates**

On this past Thursday, President Biden indicated that he was enacting a federal mandate requiring companies with more than 100 employees to vaccinate workers against the coronavirus or test them weekly. Federal workers and contractors are also included in this mandate. Georgia Gov. Brian Kemp said he and other Republican governors are "strategizing" on how to push back against Covid vaccine mandates announced yesterday by President Biden, and that his state is "looking into all legal options." So how this impacts the organization remains to be seen at this time. Board Members will be kept updated as to how this develops over time as we will follow the guidelines for Georgia.

Andrea indicated she will provide an update on the latest vaccination and Covid numbers during our next board meeting, however, wanted to share that New Horizons lost our first team member to Covid two weeks ago and many in the organization have been deeply impacted.

**Vaccine Leave Time**

Georgia Governor Brian Kemp announced in August that Monday, September 3<sup>rd</sup>, in conjunction with the Labor Day Holiday weekend, would be a vaccine holiday to encourage state employees to get vaccinated or to thank those that had already done so. After much consideration of how a 4 day closure would affect our individuals and how it would also financially impact the organization, we developed an alternative that was in keeping with the governor's request. We offered all staff time off during regular hours to get vaccinated, and we are also planning a series of wellness clinics to offer the Covid vaccines, and the Influenza vaccines this fall. This will be offered in partnership with our pharmacy, Genoa.

**ANNOUNCEMENTS:** Andrea announced that Board Member Linda McElroy's mother is in ICU at Piedmont Medical and our thoughts and prayers are with her and her family.

The GACSB Annual Educational Exchange is November 7-9 at Legacy Lodge on Lake Lanier Islands, Georgia. A block of rooms has been reserved and those interested in attending should let us know as soon as possible. As with all conferences and trainings scheduled at this time, plans are subject to change and Board Members will be notified should this occur.

**PUBLIC COMMENT:** Mr. Ranieri reminded Board Members to complete Ms. Winston's Performance Evaluation and return it by mail. He expressed concern for Ms. McElroy's mother and hope for her recovery and sadness over the recent loss of a New Horizons employee.

An inquiry was made concerning New Horizons procedures following the death of an employee. Ms. Winston responded that it is really based on the family's needs. Depending on their needs, flowers and/or food are most often provided.

A determination will be made for either in person, teleconference, or a hybrid option prior to the October Board meeting and Board Members will be notified.

**ADJOURNMENT:** There being no further business, M/S/P Karen Johnson/LaVerne Chaffin to adjourn the teleconference/meeting at 4:41 p.m., Board approved.

---

David Ranieri  
Chairperson



*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

*Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906*

*(706) 596-5588  
FAX (706) 596-5589*

## **NEW HORIZONS BEHAVIORAL HEALTH BOARD OF DIRECTORS**

October 11, 2021                      Via Teleconference

Members Present:                  David Ranieri, Edwina Turner, Damon Hoyte,  
Sandra Gill, Nancy Schroeder, Joseph Williams,  
LaVerne Chaffin, and Karen Johnson

Members Excused:                April Hughes, Ed Harbison,  
Linda McElroy, and Sherrell Terry

Staff Present:                        Andrea Winston, Valerie Bowden, Denise Wade,  
Susan Gallagher, Cyndy Pattillo, and Molly Jones

**CALL TO ORDER:**    The meeting was called to order at 3:31 p.m.    A quorum was established at that time.    Board Chair David Ranieri welcomed Board members and staff.

Today's meeting was originally scheduled as an in-person/teleconference option per Board approval. Due to DBHDD and GACSB having recent cancellations of trainings and conferences and with Covid numbers increasing in many areas, it was decided that today's meeting would be a teleconference call and, in accordance with the GACSB rules, will be recorded. Board members were notified of the change and it was announced upon dialing in to the call that the meeting would be recorded. A decision will be made about the December Board meeting at a later date. Molly did a roll call of Board members and staff participating on the call.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:**    No guests were in attendance at today's meeting.

**\* SECRETARY'S MINUTES (Approval of September 13, 2021 minutes):**    M/S/P Joseph Williams/Edwina Turner to approve the minutes of September 13, 2021 meeting, Board approved.

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**FINANCIAL REVIEW:** Valerie reported New Horizons had a surplus of \$14,456 for the month of August compared to a budget of \$32,703. This brings the year to date surplus to \$37,400 compared to a year to date budget of \$54,635. There were no unusual items in August. We continue to receive only GIA FFS payments for services that we bill for versus receiving 1/12 of our GIA FFS allocated funds each month, which has greatly reduced our monthly revenue. And, there are no provisions for the DD waiver billing in the new fiscal year. Based on current activity, we projected what we would be billing for GIA FFS and DD Medicaid Waiver in order to ensure that we can meet our monthly expenses. So far, for the year, we are meeting the projected GIA FFS billing and DD Medicaid Waiver billing. Some of the programs are actually exceeding the projected GIA FFS billing activity as they work to increase attendance at programs.

We are now operating on a thin margin and continue to review programs to look at ways we can operate more efficiently and continue to increase our cash position and not decrease cash.

Days Cash on Hand at the end of September were 47.00 days.

**\*DEPARTMENT OF COMMUNITY AFFAIRS PERMANENT SUPPORTIVE HOUSING GRANTS:** New Horizons has received two Permanent Supportive Housing (PSH) grants through the Department of Community Affairs (DCA): PSH Support Services - \$25,282 and PSH Harm Reduction - \$40,000 and Board approval is required for the grants. M/S/P Joseph Williams/Damon Hoyte to approve the DCA grants, Board approved.

**COMMUNITY MENTAL HEALTH CENTER GRANT AWARD:** With much excitement, Andrea announced that two weeks ago, around midnight, an email arrived announcing notice of award for an FY22 CMHC two year, SAMHSA, federally-funded grant in the amount of \$5,000,000. This is game changing, phenomenal news for the agency and our largest grant to date. The purpose of the funding is to return to providing services to those who were unable to receive services during the pandemic for various reasons. Andrea thanked Susan and the leadership team for their hard work in applying for the grant. Board Members gave a standing ovation and extended many congratulations for an outstanding job in securing this funding.

Susan indicated that New Horizons Behavioral Health is a DBHDD-recognized Community Mental Health Center providing services to persons with mental illness, developmental disabilities and/or addictive disease and the award of \$2.5 million per year over two years from SAMHSA should return our service level to pre-Covid numbers served. Over the past five years we have seen a steady increase in the numbers of children and adults served with SED, SMI and COD to include Veterans. However, there was a significant drop of 934 individuals served due to the Covid Pandemic in FY20 and an even bigger drop in FY21.

Eight other CSBs in Georgia were awarded this funding: Advantage, Aspire, DeKalb, Highland Rivers, Middle Georgia, Pineland, River Edge and Unison. CaringWorks, Inc. Decatur and Chris 180 Inc, Atlanta were two other Georgia entities that received the funding. 232 Community Mental Health Center Awards were made across the country.

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Project “RECOVERY. RESILIENCY. RESTORATION.” will return SED, SMI and COD services to pre-pandemic levels using a combination of enhanced telehealth services, increased staffing, evidence-based practices, targeted outreach, cultural competencies and staff mental health wellness support to achieve this goal over the two-year project period. We will also enhance our IT Infrastructure to include our HR HMIS, training, credentialing and supervision systems.

Project “RECOVERY.RESILIENCY. RESTORATION.” will allow us to meet the needs, especially in rural west central Georgia, of timely access and availability of early intervention and treatment, especially for mental health disorders arising from the pandemic and worsening of pre-existing behavioral health conditions. The Project expands the availability of socially distanced in-person treatment as well as HIPAA-compliant Telehealth Services. The Project is designed to increase access and availability of medications, to include long-lasting injectables and medicated assisted treatment for opioid use disorders, and increase access to the Georgia Crisis and Access Line.

Our multi-faceted approach will restore the delivery of clinical services that were impacted by the Covid-19 pandemic and effectively address the needs of individuals with SED, SMI and COD, especially minority populations and economically disadvantaged communities, within our geographic area.

Denise Wade McLeod has been identified as the Project Director. Susan Gallagher will work to ensure all reporting requirements, to include Multi-Year Progress reports, budget reports and financial reports, are submitted through the National Institute of Health eRA Commons reporting system, as required by SAMHSA.

As part of our reporting requirement to SAMHSA CMHS, we are required to perform a Baseline GPRA NOMS form on 500 individuals each year with a follow-up at 6 months and at discharge. We have budgeted (2) data entry personnel to assist with this process.

We are also required to report on our IPPs - Infrastructure Development, Prevention and Mental Health Promotion. IPPs cover 14 various categories from Policy Development to Workforce Development and Training to Awareness and Accessibility.

We have contracted with Columbus State University’s Center for Health Disparities to assist with the evaluation process of GPRA NOMS and IPPs as well as the overall goal of numbers served.

We are required to hire a Wellness Coordinator who focuses on staff wellness. This position will be housed in the Human Resources Department and assist with Employee Recognition and Training, as well as work with staff wellness and morale.

The largest part of the budget covers personnel costs for the project with \$1,979,791 proposed for salary and fringe benefits for 31 staff positions. We are awaiting CMHS approval of our final budget for Years 1 and 2.



Our Grant Project Officer is Asha Stanly and our Grants Management Specialist is Sherri Jones, both with CMHS. We have a required new grantee meeting via Zoom on October 13<sup>th</sup> at 1 PM.

**FY21 PERFORMANCE IMPROVEMENT GOALS/OUTCOMES:** The FY21 PI Report was sent to Board Members prior to the meeting for review. Cyndy indicated the report and number of goals has increased due to additional guidelines/requirements with the State (KPIs), CARF, and other agencies. The three main areas of focus are: Access, Efficiency, and Efficacy. Most goals were measured quarterly, which proved to be helpful during the ever changing and challenging pandemic. The pandemic also resulted in a number of goals being unmet and some will carry over to FY22. We continue to collect data and are working on finalizing goals for next year that will incorporate new goals related to CCBHC and the new grant.

**\*FY22 CLINICAL PLAN:** A copy of the FY22 plan was sent to Board members prior to the meeting for review. Denise reminded the Board that the plan is updated yearly with new census data, population served (decreased due to Covid-19), and changes in services. Telehealth services have increased due to Covid and this treatment option is expected to continue. Covid has also impacted revenue, attendance at programs, and created staff shortages. New contracts and services are outlined in the plan as are readiness efforts for CCBHC. Leadership, financial structure, collaborative efforts, and the transition from New Horizons pharmacy to Genoa Pharmacy are also described in the plan. M/S/P Damon Hoyte/Joseph Williams to approve the FY22 Clinical Plan, Board approved.

**GEORGIA DEPARTMENT OF LABOR AUDIT/IDD SEP:** Andrea reminded Board Members of the sheltered workshop programs we have operated at the Columbus Service Center and the Randolph-Clay Service Center. These programs gave our I/DD individuals the opportunity to work on-site packaging fishing lures, recycling, and cleaning plugs for Mead. Through a waiver, individuals were able to be employed and earn below minimum wage, which made the program affordable for the agency. The waiver expired in 2019 and, for a number of reasons, we were unable to renew the waiver. Operating the program without the waiver requires us to pay the individuals minimum wage, resulting in a loss for New Horizons. An audit by the Department of Labor has resulted in New Horizons being required to pay \$46,000 to approximately 22 individuals, the difference in what they were paid and the minimum wage total. Assisting them in handling the money in a way most beneficial to them without jeopardizing their benefits is of critical importance. Renewal of the waiver is on hold until the matter is resolved, but the direction for I/DD is for individuals to be employed in the community, not in sheltered workshop settings, and the Region 6 office is assisting in transitioning some of the individuals to outside community work environments. We hope to continue the recycling program in Randolph County, but are unsure about the other contracts we had for sheltered employment. Whether transportation could be provided for individuals for community jobs will depend on their needs and job coaches will be available to help during the transition. Updates will be provided to the Board as more information becomes available.

**STRATEGIC PLAN UPDATE:** A copy of the final updated FY21 Strategic Plan was sent to Board Members prior to the meeting for review. The agency made good progress on most of the goals with the exception of a few goals that were greatly impacted by COVID. Many of these goals will be rolled over into the FY22 Strategic Plan and a few more items added.

**DEVELOPMENT, MARKETING, AND COMMUNITY RELATIONS:** Susan reported on the following:

**Development:** New Horizons is submitting a Technical Proposal to DBHDD to become one of two state-certified CCBHCs in the state. If awarded, the Technical Proposal is a 2-year contract at \$2 million per year to provide CCBHC services. The Proposal is due via e-mail by 5 PM Wednesday, October 13<sup>th</sup>.

**Marketing:** City Councilman Pops Barnes has produced a 30-second spot promoting Integrated Healthcare with New Horizons Behavioral Health and Tree of Life Healthcare, Inc. The spot is airing on the NHBH Facebook Page and promotes our Outreach and Education Events that will be occurring each month at various recreation centers throughout the Community. The first event was held at the Shirley Winston Super Center on October 6<sup>th</sup>. We had no foot traffic at the event, but WTVM did come by and promote the event on the evening news. Participants included the West Central Georgia Cancer Coalition, the Sickle Cell Association of the Chattahoochee Valley and Georgia Strong Families and the Fatherhood Initiative. We may look at changing the events to the evenings if there is no foot traffic at the centers during the day. The next event is scheduled for Tuesday, November 2 at the Pop Austin Recreation Center on Alexander Street from 11 AM – 1 PM. Visit our Facebook Page or You Tube site to see the 30 second spot.

The Facebook Live on Mondays with Councilman Pops Barnes has resumed after a hiatus of a few months. A show was cancelled today due to the Columbus Day Holiday.

**Community Relations:** The Development Office works hard to promote community education opportunities. On Saturday, October 23, there is a presentation for volunteers and staff at the Sexual Assault Center at 909 on the Intersection of Intimate Partner Violence with Mental Illness and Substance Abuse Disorders. This is a regular quarterly training at the Center with typically about 10 people in attendance.

**ANNOUNCEMENTS:** Andrea reported that Board Member Linda McElroy's mother is still in ICU at Piedmont Medical and our thoughts and prayers continue for her and her family. Molly's mother continues to improve from recent health concerns.

Andrea announced that New Horizons' PATH (Projects for Assistance in Transition from Homelessness) Team received the Regional Outstanding Behavioral Health Provider Award for Region 6. These awards recognize DBHDD providers that have demonstrated exceptional performance and service. The award was announced during the 2021 Behavioral Health Symposium held earlier this month. Kudos to the PATH Team !!

The National Council Hill Day at Home is October 19<sup>th</sup>.

Mental Health Day at the Capital, virtual edition, is scheduled for January 26, 2022.

The GACSB Annual Educational Exchange is November 7-9 at Legacy Lodge at Lake Lanier Islands, Georgia. Registration for Board Members and staff who plan to attend have been submitted and rooms reserved. Strategic planning will be held following the exchange November 9-10 with our Board Chair and CEO scheduled to attend.

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GACSB Strategic planning for 2022 is scheduled for April 25-27 and Commissioner Fitzgerald has been confirmed to speak.

Mr. Ranieri reminded Board members there is no Board meeting in November and indicated he hopes the December meeting will be in-person and include a special recognition for Pops Barnes acknowledging his dedication and support of New Horizons. Based on Covid data, a decision will be made prior to the meeting on whether it will be in-person and/or teleconference. He congratulated New Horizons' Leadership Team on the awesome five million dollar grant award and offered prayers and concern for Ms. McElroy's mother and Molly's mother.

**PUBLIC COMMENT:** No public comments were presented.

**ADJOURNMENT:** There being no further business, M/S/P Joseph Williams/Damon Hoyte to adjourn the teleconference/meeting at 4:36 p.m., Board approved.

**\*EXECUTIVE SESSION:** M/S/P Joseph Williams,/Edwina Turner to go into Executive Session at 4:37 p.m., Board approved.

During the Executive session, a motion was made, M/S/P Joseph Williams/Sandra Gill, Board Approved, to establish a sub-committee of the Board to address the CEOs performance evaluation process and executive compensation package. Members to serve on the sub-committee are: Edwina Turner, Joseph Williams, and Karen Johnson. The committee will work with Valerie Bowden on its goals and objectives and will report back by February's Board meeting to make a recommendation to the Board for the CEO compensation package as well as performance evaluation process for the new year.

M/S/P Joseph Williams/Edwina Turner to adjourn the Executive Session at 5:00 p.m., Board approved.

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David Ranieri  
Chairperson



*A Community Mental Health / Developmental Disabilities / Addictive Diseases Program*

Administration  
P.O. Box 5328  
2100 Comer Avenue  
Columbus, GA 31906

(706) 596-5588  
FAX (706) 596-5589

**NEW HORIZONS BEHAVIORAL HEALTH  
BOARD OF DIRECTORS  
2100 Comer Avenue – Conference Room B  
Columbus, GA 31906**

Date of Meeting: 13 December 2021

Members Present: David Ranieri, Sandra Gill, Damon Hoyte,  
Nancy Schroeder, Joseph Williams, Ed Harbison,  
Sherrell Terry, LaVerne Chaffin, and Karen Johnson

Members Excused: Edwina Turner, April Hughes, and Linda McElroy

Staff Present: Andrea Winston, Denise Wade, Susan Gallagher,  
and Molly Jones

**CALL TO ORDER:** The meeting was called to order at 3:31 p.m. A quorum was established at that time. Board Chair David Ranieri welcomed Board members and staff.

**RECOGNITION OF GUEST(S) ATTENDING TODAY'S MEETING:** Mac Moye, Stewart County Manager, Laura Lee Bernstein, Chattahoochee County Manager, and Colton McKay, Musician.

**\* SECRETARY'S MINUTES (Approval of October 11, 2021 minutes):** M/S/P Joseph Williams/Ed Harbison to approve the minutes of the October 11, 2021 meeting, Board approved.

**FINANCIAL REVIEW:** Andrea presented the Financial Report, provided by Valerie, that indicated New Horizons had a surplus of \$280,949 for the month of November. The revenue for November includes the HRSA Provider Relief funds of \$89,799 and the Federal CMHC grant funds of \$136,926. The year to date surplus is \$441,025. There were not any unusual expenses for the month. Days Cash on Hand at the end of November are at 52.50 days.

Andrea proudly announced that all New Horizons' team members received a holiday bonus of \$200 for full-time employees and \$100 for part-time employees.

Andrea also made the special announcement that New Horizons was one of two Georgia CSBs (along with River Edge in Macon) awarded CCBHC funding from DBHDD in late October. The amount is two million for two years, a total of four million dollars.

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**\*EXECUTIVE SESSION:** An Executive Session was required today to discuss pending opioid litigation. Information was sent to Board members prior to today's meeting for review. M/S/P Joseph Williams/Sherrell Terry to go in to Executive Session at 3:42 p.m., Board approved.

M/S/P Joseph Williams/Sherrell Terry to adjourn the Executive Session at 3:57 p.m., Board approved.

**FY22 – ELECTION OF BOARD OFFICERS (JANUARY MEETING):** It is time, once again, to elect Board Officers for the coming year. This will take place during the January meeting and Board members were asked to begin considering their selections.

**PRESENTATION OF IMPACT AWARD:** With great pleasure, Andrea presented the 2021 Impact Award to Jerry “Pops” Barnes for his dedicated service to New Horizons, the Military/Veterans, and the citizens of Muscogee County. Pops goes above and beyond to help those in need, not only as a City Councilman for his district, but throughout the area. His weekly Facebook show, on a variety of topics, brings awareness to mental and physical health services and resources in our area. Pops has received numerous awards at the State and local level and works tirelessly as a dedicated community servant. Several Board Members commended Pops and expressed their gratitude for the compassion and energy he brings to all he does and his outstanding public service to New Horizons, our community, and our country.

**ANNOUNCEMENT:** Andrea announced that Board Member April Hughes welcomed Allister Jaxon McKenzie on Friday 12/3/21 at 5:07 pm weighing in at 6 lbs. and 11 oz. All extended Best Wishes to Mom and baby.

**PUBLIC COMMENT:** No public comments were presented.

**ADJOURNMENT:** There being no further business, M/S/P Joseph Williams/Damon Hoyte to adjourn the meeting at 4:08 p.m., Board approved.

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David Ranieri  
Chairperson



**REATHER D. HOLLOWELL**  
Director

# Columbus, Georgia

## Georgia's First Consolidated Government

### Department of Human Resources

P. O. Box 1340  
Columbus, Georgia 31902-1340  
Phone 706-225-4059 • FAX 706-225-4076

Item #9.

To: Clerk of Council

From: Reather D. Hollowell, Director

Date: May 30, 2023

Subject: Personnel Review Board Minutes, May 24, 2023

#### Human Resources

The Personnel Review Board met on May 24, 2023, at 1:30PM, Council Chambers-City Services Center. Members Present: Willie Belfield Jr., Donna D. Baker, Delano Leftwich, Dr. Michael Forte, Yolanda Sumbry Sewell, and Dennis Walsh.

The board heard one (1) appeal from an employee of the Columbus Consolidated Government.

<u>NAME</u>	<u>DEPARTMENT</u>	<u>INCIDENT</u>	<u>BOARD ACTION</u>
Albert Rhodes	Columbus Fire & EMS	Employee was terminated for violating the following policies:  a. <b>CCG "Work Rules" Policy 220-501</b>	Dr. Michael Forte' served as chairperson.  The chair announced to uphold the Administration's decision to terminate. <b>Affirmed by 5 of 5 voting members.</b>  <b>The following Board Members voted to uphold the Administration's decision to terminate:</b>  Donna D. Baker, Dr. Michael Forte, Yolanda Sumbry Sewell, Dennis Walsh, and Delano Leftwich.  <b>Willie Belfield Jr. abstained from voting.</b>

# UPTOWN FAÇADE BOARD

Item #9.

## MEETING MINUTES

A meeting of the Uptown Façade Board was held on Tuesday, April 17th, 2023, at 3:07 p.m., at 420 10<sup>th</sup> Street, Government Center Annex - Conference Room, 1<sup>st</sup> Floor.

### I. CALL TO ORDER:

Wayne Bond, Chairman, called the meeting to order at 3:06 p.m. Board members attending included Jay Lewis, Ramon Brown, Libba Dillon, Debbie Young. Not attending: Robert Battle (Vice Chair), Niki Gedroic, Hannah Israel, and Cesar Bautista. Staff members Justin Krieg and Michael Mixen were also present.

### II. APPROVAL OF MINUTES:

Minutes for March 2023 Meeting were approved. Ramon Brown motioned for approval as amended, which was seconded by Jay Lewis, the motion carried unanimously.

### III. REVIEW OF NEW APPLICATIONS:

#### 1. 123 12<sup>th</sup> Street, Sissy Boutique.

The applicant (Kimberly English) is seeking approval to change the Façade by adding a new awning to the front, two signs, one on the front and one on the side. The signs will not be lit. The sign on the side will be mounted on a raceway that will be similar in color to the current brick painted façade. The front sign will be mounted on the awning and the awning will be a stripped black and white.

#### **Uptown Façade Board Ordinance, Section 9.2.5 of the UDO:**

J.3.(B) Review Criteria. The Board shall approve an application and issue a certificate of facade appropriateness if it finds that the proposal meets the requirements of this Section. In making this determination, the Board shall consider, in addition to any other pertinent factors, the following criteria:

- (1) The historic and architectural value and significance of the structure;
- (2) The architectural style, general design, arrangement, texture, and material of the architectural features involved with the structure and relationship to the interior architectural style;
- (3) The consistency with design guidelines adopted by the Board; and
- (4) Pertinent features of other structures within the Board's jurisdiction.

#### **Staff Recommendation:**

The applicant is proposing to install 2 different primary signs on the property. This property has primary street frontage on two streets, 12th Street and 2nd Avenue and is allowed two primary signs. The size, style and design of the signs appear to meet the guidelines of the Uptown Façade District, Section 6. It should be noted that internally illuminated signs are typically not allowed in the façade district. The proposed black and white striped awning also appears to meet the intent of the guidelines. Staff recommends approval as submitted.



**Staff recommends approval as submitted.**

**Motion to approve or disapprove.** Debbie Young motioned for approval as proposed, the motion was seconded by Libba Dillon, and the motion was carried unanimously. A signed copy of the COA was be emailed to the Applicant Kimberly English on April 21<sup>st</sup>, 2023.

## **2. 301 13<sup>th</sup> Street, BAT Uptown LLC.**

The applicant (**John Teeples**) is seeking approval to change the façade of the building by demolishing the upper interior floors, adding windows, and moving the front wall back about five feet. New windows know as weather shield with an aluminum frame will be added. They will focus on the first floor to establish the building (a vet clinic) and then refurbishment the second thru fourth floors. They will add a bronze colored 42-inch guard rail to prevent people from falling off the front walk. They will install lantern shaped lights and they refurbish the existing awning with new material.

### **Uptown Façade Board Ordinance, Section 9.2.5 of the UDO:**

J.3.(B) Review Criteria. The Board shall approve an application and issue a certificate of facade appropriateness if it finds that the proposal meets the requirements of this Section. In making this determination, the Board shall consider, in addition to any other pertinent factors, the following criteria:

- (1) The historic and architectural value and significance of the structure;
- (2) The architectural style, general design, arrangement, texture, and material of the architectural features involved with the structure and relationship to the interior architectural style;
- (3) The consistency with design guidelines adopted by the Board; and
- (4) Pertinent features of other structures within the Board's jurisdiction.

### **Staff Recommendation:**

The proposed renovation at 301 13th Street appears to be generally consistent with the guidelines. Given the existing architecture of the building and the time period in which it was constructed the guidelines for the façade board afford the property owner a good deal of flexibility. The owner is proposing to alter the entrance located on the south façade of the building from a central recess to a symmetrical entrance with two doors located on the south façade. This proposed change is acceptable. It appears there is a new handrail to be located along the south façade of the building and details and examples were provided during the meeting. The addition of windows to the façade is welcomed, and window details were presented at the board meeting. The proposed layout appears appropriate. There is a new cladding material proposed to be located at ground level and up the middle of the south elevation. This application of a new cladding is acceptable in concept and will use the material to wrap around the building. The existing brick cladding in these areas will not be removed and the siding material will be placed on top of the existing brick. The existing awning structure will be used.

**Staff recommends approval of the project as presented.**

**Motion to approve or disapprove.** Ramon Brown motioned for approval as submitted with an understanding that the applicant or one of the separate business owners will have to return for additional external signage approval. The motion was seconded by Libba Dillon, and the motion was carried unanimously. A signed copy of the COA was provided to the applicant, John Teeples, after the vote.

**IV. NEW BUSINESS:**

❖ None.

**V. OLD BUSINESS:**

❖ None.

**VI. ADJOURNMENT:** Jay Lewis motioned for adjournment and motion was seconded by Debbie Young. The motion was unanimously approved. The meeting was adjourned by the chair at 3:37 p.m.

Respectfully Submitted by:

  
Wayne Bond, Chairman

  
Michael Mixen, Secretary

**File Attachments for Item:**

**. MAYOR'S APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

**CONVENTION & VISITORS BUREAU BOARD OF COMMISSIONERS:**

**Michelle Spivey**- Interested in serving another term *(Mayor's Appointment)*

*Eligible to succeed*

**Hotel/Motel Industry**

Term Expires: December 31, 2023

**Pace M. Halter**- Interested in serving another term *(Mayor's Appointment)*

*Eligible to succeed*

**Hotel/Motel Industry**

Term Expires: December 31, 2023

**Dan Gilbert** *(Mayor's Appointment)*

*Eligible to succeed*

**Restaurant/Retail Trade**

Term Expires: December 31, 2023

\* The appointments are made in the month of July for terms beginning the following January.

*These are three-year terms. Board meets monthly.*

**Women: 5**

**Senatorial District 15: 4**

Senatorial District 29: 5

**RETIREES' HEALTH BENEFITS COMMITTEE:**

**Peri V. Johnson**

*(Mayor's Appointment)*

*Not Eligible to succeed*

Term Expires: June 30, 2023

**Mayor Henderson is nominating Christi Johnson for the seat of Peri V. Johnson.**

*This is a two-year term. Board meets monthly.*

**COUNCIL APPOINTMENT- READY FOR CONFIRMATION:**

**COLUMBUS AQUATICS COMMISSION:** Mr. Christopher Kennedy was nominated to serve another term of office. *(Councilor Crabb's nominee)* Term expires: June 30, 2025

**KEEP COLUMBUS BEAUTIFUL COMMISSION:** Mr. Eddie Florence was nominated to serve another term of office. *(Councilor Tucker's nominee)* Term expires: June 30, 2026

**RETIREES' HEALTH BENEFITS COMMITTEE:** Ms. Renee McAneny was nominated to serve another term of office. *(Councilor Crabb's nominee)* Term expires: June 30, 2026

**COUNCIL'S DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

**PUBLIC SAFETY ADVISORY COMMISSION:**

**Pamela Williams**

**(Council District 2- Davis)**

*Seat declared vacant*

**Term Expires: October 31, 2023**

**Vacant**

**(Council District 6- Allen)**

**Term Expires: October 31, 2023**

*These are three-year terms. Board meets monthly.*

**COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:**

**BOARD OF FAMILY & CHILDREN SERVICES:**

**Tolua Puailoa**

**Open for Nominations**

*Seat declared vacant*

**(Council's Appointment)**

**Term Expires: June 30, 2025**

*In accordance with O.C.G.A. 49-3-2 (Amended via 2015 SB 138) the governing authority (Local County Board of Commissioners) shall ensure that all appointments made on or after July 1, 2015, are made from the following categories: (1) Pediatric healthcare providers (active or retired); (2) Emergency responders (active or retired); (3) Law enforcement personnel (active or retired); (4) Private child welfare service providers (active or retired); (5) Alumni of the child welfare system and (6) Former foster parents.*

**Councilor Barnes is nominating Dr. Chandler Padgett for the Pediatric healthcare providers' seat.**

*This is a five-year term. Board meets monthly.*

**Women: 3**

**Senatorial District 15: 3**

**Senatorial District 29: 1**

**BOARD OF WATER COMMISSIONERS:**

**Rebecca Rumer**  
*reappointment*

**Open for Nominations**  
**(Council's Appointment)**

*Not seeking*

Term Expires: December 31, 2023

**Councilor Thomas is nominating Jennifer S. Upshaw to succeed Ms. Rebecca Rumer.**

\* The appointments are made in the month of July for terms beginning the following January.

*This is a four-year term. Board meets monthly.*

**Women: 1**

**Senatorial District 15: 1**

**Senatorial District 29: 3**

**BUILDING AUTHORITY OF COLUMBUS:**

**Leila Carr**  
*reappointment*

**Open for Nominations**  
**(Council's Appointment)**

*Not seeking*

Term Expired: March 24, 2023

**Vincent Allen**  
*Resigned*

**Open for Nominations**  
**(Council's Appointment)**

Term Expired: March 24, 2023

**Councilor Begly is nominating Tyler Martindill to succeed Mr. Vincent Allen.**

*This is a two-year term. Board meets as needed.*

**Women: 3**

**Senatorial District 15: 2**

**Senatorial District 29: 3**

**COLUMBUS AQUATICS COMMISSION:**

**Bruce Samuels**  
*succeed*

**Open for Nominations**  
**(Council's Appointment)**

*Not Eligible to*

Term Expired: June 30, 2022

*These are two-year terms. Meets quarterly.*

**Women: 2**

**Senatorial District 15: 5**

**Senatorial District 29: 2**

**KEEP COLUMBUS BEAUTIFUL COMMISSION:**



**William Bandy**  
***Representative***

*Not seeking reappointment*

Term Expires: June 30, 2023

**Open for Nominations**  
**(Council's Appointment)**

**(SD-29)**

**Lee Jordan**  
***Representative***

*Eligible to succeed*

Term Expires: June 30, 2023

**Open for Nominations**  
**(Council's Appointment)**

**(SD-29)**

**Dr. Kar'retta Venable**  
**Member)**

*Not Eligible to succeed*

Term Expires: June 30, 2023

**Open for Nominations**  
**(Council's Appointment)**

**(At-Large)**

**Matt Horne**  
***Representative***

*Not Eligible to succeed*

Term Expires: June 30, 2023

**Open for Nominations**  
**(Council's Appointment)**

**(SD-15)**

**Alyssa Williams**  
**Member)**

*Seat declared vacant*

Term Expires: June 30, 2024

**Open for Nominations**  
**(Council's Appointment)**

**(At-Large)**

**Doug McLeod, Jr.**  
***Representative***

*Seat declared vacant*

**Open for Nominations**  
**(Council's Appointment)**

**(SD-15)**

Term Expires: June 30, 2024

**Councilor Begly is nominating Ms. Dorris Bishop to succeed Mr. Matt Horne as the SD-15 Representative.**

**KCBC Director is recommending David Houser to fill the unexpired term of Doug McLeod, Jr.; Kimberly Wright to succeed William Bandy and Pamela Green Thomas to fill the unexpired term of Alyssa Williams.**

*These are three-year terms. Meets every even month.*

**Women: 4**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

**MEDICAL CENTER HOSPITAL AUTHORITY:**

**Rodney Mahone**  
*reappointment*

**Open for Nominations**  
**(Council's Appointment)**

*Not seeking*

Term Expired: December 31, 2022

***\*\*The Council submits three (3) nominees to the Medical Center Hospital Authority for each seat and the Medical Center Hospital Authority selects the successor for Council's confirmation.***

**Councilor Thomas is nominating Woodruff W. McWilliams, III, Murray Solomon and Tracy L. Sayers for the seat of Rodney Mahone.**

*This is a five-year term. Meets quarterly.*

**Women: 3**

**Senatorial District 15: 2**

**Senatorial District 29: 7**

**PLANNING ADVISORY COMMISSION:**

**Sheila Brown**  
*resident*

**Open for Nominations  
(Council's Appointment)**

*No longer a*

Term Expires: August 31, 2023

**Mayor Pro Tem Allen is nominating Mr. Rick Stallings.**

*These are three-year terms. Meets two times a month.*

**Women: 3**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

**REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF  
BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:**

**Cynthia Smith**  
*succeed*

**Open for Nominations**  
**(Council's Appointment)**

*Not Eligible to*

Term Expires: June 30, 2023

*These are three-year terms. Meets every other month beginning in January.*

**Women: 3**

**Senatorial District 15: 1**

**Senatorial District 29: 3**

**RETIREES' HEALTH BENEFITS COMMITTEE:**

**Mike Massey**

**Open for Nominations**

*Not seeking reappointment*

**(Council's Appointment)**

Term Expires: June 30, 2023

*These are three-year terms. Meets monthly.*

**Women: 3**

**Senatorial District 15: 1**

**Senatorial District 29: 5**

**Columbus Consolidated Government  
Board Appointments – Action Requested**

**10. MAYOR'S APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

**A. CONVENTION & VISITORS BUREAU BOARD OF COMMISSIONERS:**

**Michelle Spivey**- Interested in serving another term (Mayor's Appointment)

*Eligible to succeed*

**Hotel/Motel Industry**

Term Expires: December 31, 2023

**Pace M. Halter**- Interested in serving another term (Mayor's Appointment)

*Eligible to succeed*

**Hotel/Motel Industry**

Term Expires: December 31, 2023

**Dan Gilbert** (Mayor's Appointment)

*Eligible to succeed*

**Restaurant/Retail Trade**

Term Expires: December 31, 2023

\* The appointments are made in the month of July for terms beginning the following January.

*These are three-year terms. Board meets monthly.*

**Women: 5**

**Senatorial District 15: 4**

**Senatorial District 29: 5**

**A. RETIREES' HEALTH BENEFITS COMMITTEE:**

**Peri V. Johnson** (Mayor's Appointment)

*Not Eligible to succeed*

Term Expires: June 30, 2023

**Mayor Henderson is nominating Christi Johnson for the seat of Peri V. Johnson.**

*This is a two-year term. Board meets monthly.*

**11. COUNCIL APPOINTMENT- READY FOR CONFIRMATION:**

- A. COLUMBUS AQUATICS COMMISSION:** Mr. Christopher Kennedy was nominated to serve another term of office. (*Councilor Crabb's nominee*) Term expires: June 30, 2025
- B. KEEP COLUMBUS BEAUTIFUL COMMISSION:** Mr. Eddie Florence was nominated to serve another term of office. (*Councilor Tucker's nominee*) Term expires: June 30, 2026
- C. RETIREES' HEALTH BENEFITS COMMITTEE:** Ms. Renee McAneny was nominated to serve another term of office. (*Councilor Crabb's nominee*) Term expires: June 30, 2026

**12. COUNCIL'S DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

**A. PUBLIC SAFETY ADVISORY COMMISSION:**

**Pamela Williams**

**(Council District 2- Davis)**

*Seat declared vacant*

Term Expires: October 31, 2023

**Vacant**

**(Council District 6- Allen)**

Term Expires: October 31, 2023

*These are three-year terms. Board meets monthly.*

**13. COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:**

**A. BOARD OF FAMILY & CHILDREN SERVICES:**

**Tolua Puailoa**

*Seat declared vacant*

Open for Nominations

**(Council's Appointment)**

Term Expires: June 30, 2025

*In accordance with O.C.G.A. 49-3-2 (Amended via 2015 SB 138) the governing authority (Local County Board of Commissioners) shall ensure that all appointments made on or after July 1, 2015, are made from the following categories: (1) **Pediatric healthcare providers (active or retired)**; (2) **Emergency responders (active or retired)**; (3) **Law enforcement personnel (active or retired)**; (4) **Private child welfare service providers (active or retired)**; (5) **Alumni of the child welfare system** and (6) **Former foster parents**.*

**Councilor Barnes is nominating Dr. Chandler Padgett for the Pediatric healthcare providers' seat.**

*This is a five-year term. Board meets monthly.*

**Women: 3**

**Senatorial District 15: 3**

**Senatorial District 29: 1**

## **B. BOARD OF WATER COMMISSIONERS:**

**Rebecca Rumer**

*Not seeking reappointment*

Term Expires: December 31, 2023

Open for Nominations

**(Council's Appointment)**

**Councilor Thomas is nominating Jennifer S. Upshaw to succeed Ms. Rebecca Rumer.**

\* The appointments are made in the month of July for terms beginning the following January.

*This is a four-year term. Board meets monthly.*

**Women: 1**

**Senatorial District 15: 1**

**Senatorial District 29: 3**

## **C. BUILDING AUTHORITY OF COLUMBUS:**



**Leila Carr***Not seeking reappointment*

Term Expired: March 24, 2023

Open for Nominations  
(Council's Appointment)**Vincent Allen***Resigned*

Term Expired: March 24, 2023

Open for Nominations  
(Council's Appointment)**Councilor Begly is nominating Tyler Martindill to succeed Mr. Vincent Allen.***This is a two-year term. Board meets as needed.***Women: 3****Senatorial District 15: 2****Senatorial District 29: 3****D. COLUMBUS AQUATICS COMMISSION:****Bruce Samuels***Not Eligible to succeed*

Term Expired: June 30, 2022

Open for Nominations  
(Council's Appointment)*These are two-year terms. Meets quarterly.***Women: 2****Senatorial District 15: 5****Senatorial District 29: 2****E. KEEP COLUMBUS BEAUTIFUL COMMISSION:****William Bandy****(SD-29 Representative)***Not seeking reappointment*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)**Lee Jordan****(SD-29 Representative)***Eligible to succeed*Open for Nominations  
(Council's Appointment)

Term Expires: June 30, 2023

**Dr. Kar’retta Venable**

(At-Large Member)

*Not Eligible to succeed*

Term Expires: June 30, 2023

Open for Nominations  
(Council’s Appointment)

**Matt Horne**

(SD-15 Representative)

*Not Eligible to succeed*

Term Expires: June 30, 2023

Open for Nominations  
(Council’s Appointment)

**Alyssa Williams**

(At-Large Member)

*Seat declared vacant*

Term Expires: June 30, 2024

Open for Nominations  
(Council’s Appointment)

**Doug McLeod, Jr.**

(SD-15 Representative)

*Seat declared vacant*

Term Expires: June 30, 2024

Open for Nominations  
(Council’s Appointment)

**Councilor Begly is nominating Ms. Dorris Bishop to succeed Mr. Matt Horne as the SD-15 Representative.**

**KCBC Director is recommending David Houser to fill the unexpired term of Doug McLeod, Jr.; Kimberly Wright to succeed William Bandy and Pamela Green Thomas to fill the unexpired term of Alyssa Williams.**

*These are three-year terms. Meets every even month.*

**Women: 4**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

**F. MEDICAL CENTER HOSPITAL AUTHORITY:**

**Rodney Mahone**

*Not seeking reappointment*

Open for Nominations  
(Council’s Appointment)

Term Expired: December 31, 2022

*\*\*The Council submits three (3) nominees to the Medical Center Hospital Authority for each seat and the Medical Center Hospital Authority selects the successor for Council's confirmation.*

**Councilor Thomas is nominating Woodruff W. McWilliams, III, Murray Solomon and Tracy L. Sayers for the seat of Rodney Mahone.**

*This is a five-year term. Meets quarterly.*

**Women: 3**

**Senatorial District 15: 2**

**Senatorial District 29: 7**

#### **G. PLANNING ADVISORY COMMISSION:**

**Sheila Brown**

*No longer a resident*

Term Expires: August 31, 2023

Open for Nominations  
(Council's Appointment)

**Mayor Pro Tem Allen is nominating Mr. Rick Stallings.**

*These are three-year terms. Meets two times a month.*

**Women: 3**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

#### **H. REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:**

**Cynthia Smith**

*Not Eligible to succeed*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

*These are three-year terms. Meets every other month beginning in January.*

**Women: 3**

**Senatorial District 15: 1**

**Senatorial District 29: 3**

**I. RETIREES' HEALTH BENEFITS COMMITTEE:**

**Mike Massey**

*Not seeking reappointment*

Term Expires: June 30, 2023

Open for Nominations  
(Council's Appointment)

*These are three-year terms. Meets monthly.*

**Women: 3**

**Senatorial District 15: 1**

**Senatorial District 29: 5**

**File Attachments for Item:**

A. Planning Advisory Commission (Council's Appointment)

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**BOARDS, COMMISSIONS & AUTHORITIES**

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**Planning Advisory Commission (PAC):** This board serves in an advisory capacity to the Planning Department and Council regarding the comprehensive plan, rezonings (amendments of the official zoning map), unified development code, modification of development approvals, special exception uses, and the official map of Columbus, Georgia. It has nine (9) members, which are appointed by the Columbus Council. (Columbus Code, Sec. 9.2.3)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Shelia Brown (SD-29)	08/31/2023	Council
Gloria Thomas (SD-15)	08/31/2023	Council
James Dudley (SD-15)	03/31/2024	Council
Brad P. Baker (SD-15)	03/31/2024	Council
Patricia A. Weekley (SD-29)	03/31/2024	Council
Dr. Xavier McCaskey (SD-15)	03/31/2025	Council
Ralph King (SD-15)	03/31/2025	Council
Larry Derby (SD-15)	03/31/2025	Council
John P. Steed (SD-29)	03/31/2026	Council

**Expiring Term(s):**

The terms of office for Ms. Sheila Brown and Ms. Gloria Thomas will expire on August 31, 2023. These are three (3) year terms that would expire on August 31, 2026. This is Council's Appointment; Ms. Thomas is eligible to serve another term. Ms. Brown is no longer a resident of Muscogee County; therefore, a nominee will need to be submitted for her seat.