

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, JUNE 25, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

M. NEW BUSINESS

1. Presentation of the FY 2016 VAWA Grant Application - Major Ray Goodie
2. Presentation of the March for Meals Grant Award - Senior Center Director Dawn Pruett
3. Presentation of the Atlanta Regional Commission Section 5307 Grant Funds - Senior Center Director Dawn Pruett
4. Presentation of the GMRC - FY2016 DHS Coordinated Transportation Contract - Senior Center Director Dawn Pruett
5. Presentation of the 2015 ACCG Health Promotion & Wellness Grant - Director of Administration David McKee
6. Presentation of the Vehicle Replacement and Maintenance Policy Update - Director of Administration David McKee
7. Presentation of 2015 Millage Rate and Property Tax - Chief Financial Officer Dena Bosten
8. County Manager Report
9. County Attorney Report

Backup material for agenda item:

1. Presentation of FY 2016 VAWA Grant Application - Major Ray Goodie



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Sheriff/Finance

Presenter: Ray Goodie

Submitted By: Dena Bosten

Date Submitted: 06/16/2015

Item of Business/Agenda Title: FY 2016 VAWA Grant Application

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: July 10th is the application deadline for the 2016 VAWA Application

Purpose of Request: To submit the FY 2016 VAWA Grant application and to sign contract when grant is awarded

Department Recommendation: Approve to submit the FY 2016 VAWA Grant application and to sign the contract when grant is awarded

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: The grant is 75% Federal funds and 25% Local match

No

Amount Requested: \$39,589 Federal / \$13,196 Local Match Amount Budgeted: If approved, amount will be budgeted during FY 2016 budget process.

Fund Name and Account Number: 250-00-3391-XXXXXX-016

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 6-18-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 6-25-2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2016 VAWA Grant Application

DATE: 06/16/2015

BUDGET INFORMATION:

ANNUAL- _____

CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 07/02/2015

PURPOSE: To seek approval to submit the FY 2016 VAWA Grant application and to have Chairman Berg sign the contract when it is awarded to Dawson County.

HISTORY: The VAWA grant is through the S.T.O.P. Violence Against Women Act. We have been awarded the grant in years past and this is a continuation application to continue to receive the VAWA grant funds.

FACTS AND ISSUES: The FY 2016 grant period is January 1, 2016 through December 31, 2016. The grant is 75% Federal funds and requires a 25% Local Match. The application is due on July 10, 2015 and we should know by October 2015 if we are awarded the grant.

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- OPTIONS:**
1. Approve to submit VAWA application and sign contract when awarded
 2. Do not approve to submit VAWA application and sign contract when awarded

RECOMMENDED SAMPLE MOTION: Motion to approve submission of VAWA application and sign contract when awarded.

DEPARTMENT:

Prepared by: _____

Director _____



The Criminal Justice Coordinating Council (CJCC) is pleased to announce that it is seeking continuation applications for funding under the Services, Training, Officers, Prosecution Violence Against Women Act (S.T.O.P. VAWA) Grant Program.

Services, Training, Officers, Prosecution Violence Against Women Act (S.T.O.P. VAWA) Grant Program 2015 Request for Applications

CFDA 16.588

Eligibility

Continuation Funding Only

Applicants are limited to non-profit, non-governmental, or local government agencies located in Georgia that received 2014 continuation VAWA awards, and that provide services to victims or hold offenders accountable through prosecution, courts, or law enforcement activities. Crimes addressed by S.T.O.P. VAWA are limited to domestic violence, dating violence, sexual assault or stalking.

Applicant agencies should be certified and eligible to receive Local Victim Assistance Program (LVAP) 5% funds. Agencies without certification may apply for funding; however, if funding is awarded the agency will have to complete certification requirements prior to receiving an award.

Deadline

Applications are due at 5:00 p.m. on Friday, July 10, 2015

Award Period

January 1-December 31, 2016

Contact Information

For assistance with the requirements of this solicitation, contact a member of the Victim Assistance Unit at 404-657-1956.

In accordance with the Americans with Disabilities Act, the State will provide reasonable accommodation for persons with disabilities. If you need a reasonable accommodation, please contact CJCC at 404-567-1956 or shontel.wright@cjcc.ga.gov.

Release Date: June 10, 2015

Services, Training, Officers, Prosecution (S.T.O.P.) Violence Against Women Act 2015 Request for Applications

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council (CJCC) is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-four members representing various components of the criminal justice system. CJCC is charged with fiscal oversight of the Services, Training, Officers, Prosecution Violence Against Women Grant Program.

The Criminal Justice Coordinating Council (CJCC) is soliciting applications for the VAWA Grant Program. Agencies must submit an application to be considered for funding. Agencies are encouraged to read this entire RFA thoroughly before preparing and submitting their grant application. This application is open to all agencies meeting eligibility guidelines for the VAWA program; decisions about grant awards will be determined through a continuation process.

Overview

The Office on Violence Against Women (OVW) is a component of the United States Department of Justice (DOJ). Created in 1995, OVW implements the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of sexual assault, domestic violence, dating violence, and stalking. Since its inception, OVW has supported a multifaceted approach to responding to these crimes through implementation of grant programs authorized by VAWA. By forging state, local and tribal partnerships among police, prosecutors, judges, victim advocates, health care providers, faith leaders and others, OVW grants help provide victims with the protection and services they need to pursue safe and healthy lives, while improving communities' capacity to hold offenders accountable for their crimes. By statute, the S.T.O.P. Formula Grant Program supports communities in their efforts to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women.

1. Eligibility

Awards are limited to 2014 Continuation Award recipients. **Please note that the Criminal Justice Coordinating Council has approved individual allocation amounts for this solicitation (see Appendix E). Any award made pursuant to this solicitation is dependent upon the receipt and availability of federal grant awards and any requirements/conditions attached thereto.**

Awards are limited to organizations that work to combat domestic violence, dating violence, sexual assault and stalking, and are operated by a public agency, a nonprofit organization, or a combination of such agencies or organizations in order to be eligible to receive S.T.O.P. VAWA grant funds. These organizations include, but are not limited to, sexual assault and rape treatment centers, domestic violence programs and shelters, community-based organizations, prosecution units, courts, law enforcement units, and universities. These organizations include, but are not limited to, the following:

- **Criminal Justice Agencies** – Law enforcement agencies, prosecutors’ offices, corrections departments, and probation and paroling authorities are eligible to receive VAWA funds to help pay for victims’ services and Criminal Justice Systems Improvement (CJSI) programs dedicated exclusively to cases involving domestic violence, dating violence, sexual assault and stalking. Criminal Justice agencies must collaborate with victim service providers to ensure victim safety, confidentiality and autonomy, and to promote victims’ economic independence. This collaboration must be documented in a current and valid letter of support or Memorandum of Understanding submitted as an attachment to the application.

Per the 2013 VAWA Reauthorization, CJCC must award at least 5% of S.T.O.P. VAWA funds to courts. The “courts” allocation is “to” courts, rather than “for” courts, so the money must be awarded to a court entity. This includes state, local, tribal, and juvenile courts.

“Court” is defined in VAWA as “any civil, criminal, tribal, and Alaska Native Village, federal, state, local, or territorial court having jurisdiction to address domestic violence, dating violence, sexual assault, or stalking, including immigration, family, juvenile, and dependency courts, and the judicial officers serving in those courts, including judges, magistrate judges, commissioners, justices of the peace, or any other persons with decision making authority.” Examples could include a state administrative office of the courts, a state supreme court, a local domestic violence court, a local probation project (in a state where probation is part of the courts). Funds initially awarded to a court can be subcontracted by the subrecipient to other entities for all or part of the grant project.

- **Victim Service Organizations** – Applicants for VAWA Victim Services programs must be a victim service provider as defined in the 2013 VAWA Reauthorization statute. “Victim service provider” means a **nonprofit, nongovernmental or tribal organization or rape crisis center, including a State or tribal coalition, that assists or advocates** for domestic violence, dating violence, sexual assault, or stalking victims, including domestic violence shelters, faith-based organizations, and other organizations, with a **documented history of effective work** concerning domestic violence, dating violence, sexual assault, or stalking.

“Victim services” and “services” mean services provided to victims of domestic violence, dating violence, sexual assault, or stalking, including telephonic or web-based hotlines, legal advocacy, economic advocacy, emergency and transitional shelter, accompaniment and advocacy through medical, civil or criminal justice, immigration, and social support systems, crisis intervention, short-term individual and group support services, information and referrals, culturally specific services, population specific services, and other related supportive services.

- **Culturally Specific Organizations** – “Culturally specific” means “primarily directed toward racial and ethnic minority groups.” The term “racial and ethnic minorities” as defined in section 1707(d) of the Public Health Service Act (42 U.S.C. 300u-6(g)), which means “American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics¹.” Culturally specific services means “community-based services that include culturally relevant and linguistically specific services and resources to culturally specific communities.”
 - **Community-Based Organizations** - Community-Based Organizations are nonprofit, nongovernmental, or tribal organization that serves a specific geographic community.
- **Population Specific Organizations** – “Population specific organization” means a nonprofit,

¹ The term “Hispanic” means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

nongovernmental organization that primarily serves members of a specific underserved population and has demonstrated experience and expertise providing targeted services to members of that specific underserved population. “Population specific services” means victim-centered services that address the safety, health, economic, legal, housing, workplace, immigration, confidentiality, or other needs of victims of domestic violence, dating violence, sexual assault, or stalking, and that are designed primarily for and are targeted to a specific underserved population.

- **Rape Crisis Centers** – “Rape crisis center” means a nonprofit, nongovernmental, or tribal organization, or governmental entity in a State other than a Territory that provides intervention and related assistance to victims of sexual assault without regard to their age. In the case of a governmental entity, the entity may not be part of the criminal justice system (such as a law enforcement agency) and must be able to offer a comparable level of confidentiality as a nonprofit entity that provides similar victim services.”
- **Religiously-Affiliated Organizations** – Organizations receiving VAWA funds must ensure that services are offered to all crime victims of domestic violence, dating violence, sexual assault or stalking without regard to religious affiliation and that the receipt of services is not contingent upon participation in a religious activity or event. Faith-based and community organizations will be considered for awards as are other eligible applicants, and if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant or grantee will be discriminated against on the basis of its religious character or affiliation, or religious name. Faith-based and community organizations are required to abide by the same regulations and requirements specifically associated with the program under which they are awarded a grant, as any other agency awarded funding.

Additional Specific Eligibility Requirements

S.T.O.P. VAWA established eligibility criteria that must be met by **all** organizations that receive funds. These funds are to be awarded to subgrantees only for providing services to victims of crime through their staff. For more information on eligibility, please see the [2014 S.T.O.P. VAWA Frequently Asked Questions](#).

Each subgrantee organization shall meet the following requirements. Failure to meet the federal statutory requirements may jeopardize funding for the entire state of Georgia. Please read the following requirements carefully:

- **Record of effective services (Victim service providers only)** – Demonstrate a record of providing effective services to crime victims. This includes having the support and approval of its services by the community, and a history of providing direct services in a cost effective manner and financial support from other sources. For a glossary of terms and services, please refer to the [2014 VSSR Guide](#).
- **Promote community efforts to aid crime victims** – Promote community-based coordinated public and private efforts to aid victims of domestic violence, dating violence, sexual assault and stalking. Coordination may include, but is not limited to, serving on state, federal, local, or Native American task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to victims of domestic violence, dating violence, sexual assault and stalking.
- **Help victims apply for compensation benefits** – Such assistance may include identifying and notifying victims of domestic violence, dating violence, sexual assault and stalking of the availability of compensation, assisting them with the application forms and procedures, obtaining necessary

documentation, and/or checking on claim status.

- **Comply with federal rules regulating grants** – Applicants must comply with the applicable provisions of S.T.O.P. VAWA, the Program Guidelines, and other requirements outlined in the special conditions to the subgrant award. This includes financial documentation for disbursements, daily time and attendance records specifying time devoted to allowable S.T.O.P. VAWA victim services, client files, the portion of the project supplied by other sources of revenue, job descriptions, contracts for service, and other records which facilitate an effective audit.
- **Comply with CJCC grant requirements** – Agencies must adhere to financial and programmatic guidelines; comply with deadlines; and provide all information to CJCC as requested in a timely manner.
- **Services to victims of federal crimes** – Applicants must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes.
- **Promote victim safety** – CJCC prohibits activities that compromise victim safety, such as requiring victims to meet with offenders. As stated above, Criminal Justice agencies must collaborate with victim service providers to ensure victim safety, confidentiality and autonomy, and to promote victims’ economic independence.

Because of the overall purpose of the program to enhance victim safety and offender accountability, grant funds may not be used to support activities that compromise victim safety and recovery. The following activities have been found to jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, relationship to the perpetrator, or the age and/or gender of their children;
 2. Procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;
 3. Offering perpetrators the option of entering pre-trial diversion programs or placing batterers in anger management programs;
 4. Requiring mediation or counseling for couples as a systemic response to domestic violence or sexual assault, or in situations in which child sexual abuse is alleged;
 5. Requiring victims to report sexual assault, stalking, or domestic violence crimes to law enforcement or forcing victims to participate in criminal proceedings;
 6. Relying on court-mandated batterer intervention programs that do not use the coercive power of the criminal justice system to hold batterers accountable for their behavior; or
 7. Supporting policies or engaging in practices that impose restrictive conditions to be met by the victim in order to receive services (e.g., attending counseling, seeking an order of protection);
- **No charges to victims for VAWA-funded services** – Applicants must provide services to crime victims, at no charge, through the VAWA-funded project.
 - With respect to the VAWA requirement concerning costs for criminal charges and protection orders, a state or territory must certify: that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of 12 OMB

Number: 1122-0020 Expiration Date: 8/31/2015 domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.

- With respect to the VAWA requirement concerning forensic medical examination payment for victims of sexual assault, applicants must certify that: A. the state or territory or another governmental entity incurs the full out-of-pocket cost of forensic medical exams for victims of sexual assault; B. the state or territory coordinates with health care providers in the region to notify victims of sexual assault of the availability of rape exams at no cost to victims; and, C. it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both. *Note:* STOP funds may be used to pay for forensic medical exams performed by trained examiners for victims of sexual assault, except that such funds may not be used to pay for forensic medical exams if victims of sexual assault are required to seek reimbursement for such exams from their insurance carriers. *Note:* Due to changes in VAWA 2013, states can no longer reimburse victims for the costs of the exams, but must make the exam available free of charge to the victim. This includes any deductibles or copayments for states that require victims to submit the charges to their insurance carriers.
- **Cooperation with Law Enforcement and the Criminal Justice System – Effective January 5, 2009, an applicant will be ineligible for S.T.O.P. Program funds if victims are required to cooperate with** law enforcement or participate in the criminal justice system in order to receive an exam, payment for the exam, or both. Some victims are unable or unready to decide whether they want to cooperate with law enforcement in the immediate aftermath of the assault. Because evidence is lost as time progresses, such victims should be encouraged to have the evidence collected immediately and decide about reporting the crime at a later date.
- **Judicial notification** – Applicants certify that judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18 of the United States Code, and any applicable related federal, state, or local laws.
- **Nondisclosure of confidential and private information** – Eligible agencies must have policies and procedures in place that protect the confidentiality and privacy of persons receiving services. Absent informed, written, reasonably time-limited consent, agencies must not disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through a subgrantee program regardless of whether the information is encoded, encrypted, hashed, or otherwise protected. The term ‘personally identifying information’ or ‘personal information’ means **individually** identifying information **for or about** an individual. This includes information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, including
 - a first and last name;
 - a home or other physical address;
 - contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number);
 - a social security number, driver license number, passport number, or student identification number; and
 - any other information, including date of birth, racial or ethnic background, or religious

affiliation, that would serve to identify any individual.

Measures taken to maintain confidentiality of this information must be consistent with applicable Federal, state and local laws regarding privacy and confidentiality. Minors who receive services without parental or guardian consent can authorize the release of information without the consent of their parents or guardians. The federal statute requires subgrantees to **document compliance** with confidentiality and privacy provisions. As stated above, Criminal Justice agencies must collaborate with victim service providers to ensure victim safety, confidentiality and autonomy, and to promote victims' economic independence.

- **5% Local Victim Assistance Program Certification and Eligibility** – Applicant agencies should be certified and eligible to receive 5% funds. Agencies without certification may apply for funding; however, if funding is awarded the agency will have to complete certification requirements prior to receiving an award.
- **Legal assistance** – Under Statutory Purpose Area #5, as amended in the 2013 VAWA Reauthorization, states can now provide a full range of legal services, such as housing, family law, public benefits, and other similar matters. Any subgrantee providing legal assistance must certify that:
 - 1) any person providing legal assistance with S.T.O.P. funds
 - a. has demonstrated expertise in providing legal assistance to victims of domestic violence, sexual assault, or stalking in the targeted population; *or*
 - b. is partnered with an entity or person that has such demonstrated expertise; or has completed or will complete training in connection with domestic violence, dating violence, stalking, sexual assault, and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
 - 2) any training program conducted in satisfaction of the requirement of paragraph has been or will be developed with input from and in collaboration with a tribal, state, territorial, or local domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials;
 - 3) any person or organization providing legal assistance through the S.T.O.P. program has informed and will continue to inform state, local, or tribal domestic violence, dating violence, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
 - 4) the subgrantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.
- **Prohibit Polygraph Testing** – With respect to the VAWA requirement prohibiting polygraph testing, the applicant must certify that: A. its laws, policies, or practices ensure that no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under federal, tribal, state, territorial, or 13 OMB Number: 1122-0020 Expiration Date: 8/31/2015 local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense, and B. the refusal of a victim to submit to a polygraph examination or other truth telling device shall not prevent the investigation, charging, or prosecution of an alleged sex offense.

2. Reporting Requirements

CJCC requires that grantees comply with and fully participate in the financial, program, and evaluation reporting for this grant program. CJCC staff provide training and technical assistance to assist subgrantees in accurate data collection and reporting.

Data submitted on Annual Progress Reports, the CJSSR and/or the VSSR must be prorated to accurately reflect the use of S.T.O.P. VAWA federal AND match funds. Subgrantees are expected to establish data collection and reporting systems to provide CJCC with accurate, prorated data by each applicable deadline. OPM data is reported regardless of funding source and therefore does not require proration.

Failure to submit any required reports by the deadline specified will significantly delay any and all subgrant expenditure reimbursements (SERs) submitted within the grant period. Repeated failure to comply with deadlines will result in a staff recommendation to Council requesting a reduction in the overall grant award.

Annual Progress Reports: As a result of VAWA 2000, all grant recipients are statutorily required to report on the effectiveness of their projects, and the Attorney General must report to Congress on the effectiveness of each grant program. Therefore, grantees funded under this program must collect and maintain data that measures their effectiveness. Subgrantees are required to submit an Annual Progress Report to CJCC.

CJCC staff will send the Annual Progress Report and instructions to subgrantees by January 15, 2016. Subgrantees are required to complete and submit the report to CJCC **by February 15, 2016**. The report covers the previous grant year, January 1-December 31, 2015. CJCC will review and validate the reports and follow up with subgrantees as appropriate. CJCC has until March 30, 2016 to submit the reports to OVW. Forms and instructions can be found at the [Measuring Effectiveness Initiative website](#).

If the Office on Violence Against Women detects any errors (provided in the “Red Flag Report”) your agency must supply the CJCC with corrected information within **5 business days** of the request for corrections.

Subgrantees funded under the law enforcement, prosecution, courts, discretionary or training provisions of S.T.O.P. VAWA CJSI grants will complete the **Criminal Justice Services Statistical Report (CJSSR) form**. This includes victim service projects that incorporate criminal justice system improvement components such as CCR/SART/MDT coordination. Effective in 2015, the reporting periods have been changed to an annual basis instead of a semi-annual basis.

CJSSR ANNUAL REPORTS	
REPORTING PERIOD	DUE ON THE FOLLOWING DATES
January 1 – December 31	March 30

All statistical reports must be submitted using CJCC’s online reporting system. CJCC will send subgrantees the link to submit these annual reports by March 1, at which time subgrantees may log in with their username and password to input data. The link will shut down on the last day of the reporting period.

Quarterly Progress Reports: All VAWA Victim Service grant recipients will be required to submit

reports on their program outputs supported by VAWA funding on a quarterly basis. VAWA subgrantees must complete the Victim Services Statistical Report (VSSR) which details the number of victims (new and existing) served by type of victimization, and number of services delivered by type of service. VAWA subgrantees must collect data according to the categories of the VSSR. Victimization and service definitions are provided in the [2014 VSSR Guide](#), which is posted on CJCC’s website. All statistical reports are due 30 days following the end of the quarter.

VSSR QUARTERLY PROGRESS REPORTS	
REPORTING PERIOD	DUE ON THE FOLLOWING DATES
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

All statistical reports must be submitted electronically using CJCC’s online reporting tool. Recipients will receive the link for the reporting tool, along with a username and password to complete their report, on a quarterly basis.

Semi-Annual Outcome Reports: All VAWA victim service grant recipients must use the survey instruments (revised October 2012) on the CJCC’s website to submit reports on their program outcomes. The instruments are categorized by the type of victim an agency serves. VAWA recipients must follow the updated version of the [Outcome Performance Measurement Guide](#). The [surveys](#) are available on the CJCC website, along with Excel spreadsheets to compile and aggregate data from individual clients.

Outcome performance data are reported twice per year. Because the outcome survey should be provided to all clients, regardless of whether their services were supported by VAWA funding, the due dates and reporting periods do not correspond to the VAWA grant year. Outcome performance reporting dates for ALL victim services subgrant recipients are as follows:

OUTCOME PERFORMANCE MEASURES	
REPORTING PERIOD	DUE ON THE FOLLOWING DATES
November 1 – April 30	May 30
May 1 – October 30	November 30

Monthly or Quarterly Subgrant Expenditure Requests: Upon accepting the award, each agency is required to submit either Monthly or Quarterly Subgrant Expenditure Requests (SERs) to CJCC. Monthly SERs are due on the 15th day of the month immediately following the month in which expenses were incurred; i.e., an SER for expenses incurred in January is due by February 15. Quarterly SERs are due on the following dates for the corresponding financial reporting periods:

QUARTERLY SERs

FINANCIAL REPORTING PERIOD	DUE ON THE FOLLOWING DATES
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

3. Other Requirements

Program Match Requirement

The purpose of matching contributions is to increase the amount of resources available to the projects supported by grant funds. Law enforcement, prosecution, and court services S.T.O.P. VAWA agencies are required to provide matching contributions of 25 percent cash or in-kind of the total costs of the project (S.T.O.P. VAWA grant funds plus match). *All funds designated as match are restricted to the same uses as the VAWA federal funds and must be expended within the grant period.* Use of match funds must be reported on all financial and program reports as described above. Match must be provided on a project-by-project basis. These matching contributions must be derived from non-federal sources. Non-profit non-governmental agencies are not required to provide match on their S.T.O.P. VAWA award.

The chart below illustrates the match requirements or exemptions by agency type and project type:

Situation	Match is waived for the subgrantee	25% match is required
Award to victim service provider for victim services	X	
Award to victim service provider for another purpose (for example law enforcement training)	X	
Award to tribe	X	
Awards to courts, law enforcement, prosecution		X

Volunteers

VAWA guidelines do not require the use of volunteers as match; however, CJCC encourages the use of volunteers where appropriate. Please note that volunteer hours are valued by the CJCC at \$12.00 per hour. Agencies must submit a written request for higher rates to CJCC.

Fiscal Accountability

Commingling of funds on either a program-by-program or project-by-project basis is prohibited.

The subrecipient's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:

- Separate accountability of receipts, expenditures, disbursements and balances. CJCC recommends creating an account in your accounting system for each grant using the grant number provided by CJCC.
- Itemized records supporting all grant receipts, expenditures and match contributions in sufficient detail to show exact nature of activity.
- Data and information for each expenditure and match contribution with proper reference to a supporting voucher or bill properly approved.

- Hourly timesheets describing work activity, signed by the employee and supervisor, to document hours personnel worked on grant related activities. Match hours must be documented in same manner.
- Maintenance of payroll authorizations and vouchers.
- Maintenance of records supporting charges for fringe benefits.
- Maintenance of inventory records for equipment purchased, rented, and contributed.
- Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
- Provisions for payment by check.
- Maintenance of travel records (i.e., mileage logs, gas receipts).
- Lease Agreements, contracts services, and purchases of equipment that adhere to established procurement processes.

Office of Civil Rights

Pursuant to 28 C.F.R. Section 42.302 all recipients of federal funds must be in compliance with EEOP and Civil Rights requirements. All programs that receive VAWA funds or are subawarded VAWA funds via program agreements are required to conform to the grant program requirements and all applicable civil rights laws. Violations may result in suspension or termination of funding until CJCC determines the recipient is in compliance. Information on required biannual agency-wide Civil Rights trainings can be found at <http://ojp.gov/about/ocr/assistance.htm>.

Nondiscrimination

Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits. Findings of discrimination must be submitted to the Office for Civil Rights and to CJCC.

The S.T.O.P. VAWA 2013 Reauthorization prohibits discrimination based on sexual orientation and gender identity. The VAWA 2013 provision further provides that “If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual’s sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.” For more information, please see the [2014 FAQs on the Nondiscrimination Grant Condition in the Violence Against Women Reauthorization Act of 2013](#).

Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. For more information access <http://www.lep.gov>. CJCC requires subgrantees to have written LEP plans that outline the policies and procedures for ensuring victims have access to necessary forms of written and verbal communication.

Equal Employment Opportunity Plans

The applicant agency must meet the requirements of 28 CFR 42.301 et seq., Equal Employment Opportunity Plans (EEOP). The plan must cover the grant period specified in the application. If your agency needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office for Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

Award Acceptance

To accept the grant award, each applicant must return all award documents and all required forms with original signatures within 45 calendar days of the award date. The applicant will be unable to request

funds until all required documents are correctly completed and returned to the CJCC office.

Special Conditions

At the time of the subgrant award, CJCC will assign special conditions for each approved project. Each subgrantee should refer to their award packet for their special conditions. Applicants also agree to comply with all the guidelines set forth by the Criminal Justice Coordinating Council. These guidelines can be found in the [Subgrantee Programmatic and Fiscal Compliance Policy](#) on CJCC's website. Any programmatic and fiscal non-compliance may result in a reduction of the award.

Other

Applicants must comply with all forms, assurances, and certifications required by CJCC. This includes maintaining a DUNS number, EIN, active registration with the System for Award Management (SAM), and other federal forms as requested by CJCC in the award packet.

4. Application Submission Instructions

Applications must be submitted online at cjcc.georgia.gov. Agencies with more than one 2014 award from CJCC **must** submit a separate application for each grant number to receive continuation funding for that award. Applicants will be able to save their entries then log out and log back in once the application is started. CJCC recommends that each applicant compile all information requested in this RFP before beginning the online application, and allowing 2-3 hours for completion.

Applicants who experience technical difficulties or emergency circumstances should contact Shontel Wright immediately at Shontel.Wright@cjcc.ga.gov or 404.657.1956.

Applications must be submitted by **5:00pm on Friday, July 10, 2015. There is no commitment on the part of CJCC to fund an application or to fund it at the amount requested.**

The application must be completed and submitted in accordance with RFP guidelines for submission or the proposal may be disqualified. Applications for funding will undergo reviews by CJCC staff, the Victim Assistance Grants Committee, and the Council. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of CJCC.

Basic Information

The first section includes basic information about the applicant agency and its main points of contact for the application. Please note that the actual physical address of the agency must be submitted in addition to the mailing address, and that the physical address will be kept confidential and securely stored in CJCC's database. If the applicant agency has an implementing agency as a fiscal sponsor, that agency's name and address must be provided as well.

Next, please indicate whether or not your agency has registered with the federal System for Award Management (SAM) and if it is 5% LVAP Certified. You will also be prompted to enter your SAM expiration date. Your agency must be certified to receive 5% funds and have a current SAM registration before drawing down funds. If you do not currently meet this requirement, please submit applications to renew SAM and 5% certification by July 31.

You will then enter your 2014 VAWA grant number. This seven-digit grant number must be in the format W14-8-999 and will begin with W12-8, W13-8 or W14-8. Failure to indicate your correct grant number may result in a miscategorization of an application and a delay in funds. Remember, if your agency has

more than one award through CJCC, you must apply for continuation funding separately using each grant number.

Application Category

CJCC has established four categories to help identify the appropriate types of funding for your agency. Please select the category that is most appropriate for your agency and its VAWA-funded project: Category 1 – Victim Services; Category 2 – Culturally-Specific Victim Services; Category 3 – Criminal Justice System Improvement (CJSI); and Category 4 – Discretionary.

Category 1 – Victim Services is for agencies that want to apply for funding to expand or maintain core services for victims of domestic violence, dating violence, sexual assault and/or stalking. Core services are based on agency type. For more information on the core service requirements, please see the appendix. If your agency wishes to use VAWA federal or match funds to conduct CJSI-eligible project activities in addition to victim services, you will need to complete a separate application for Category 4 - Discretionary this year. Your agency will also be required to complete *all* required reports described on pp. 6-8.

Category 2 – Culturally-Specific Victim Services are eligible if the organization is a nonprofit, nongovernmental organization or tribal organization that serves a specific geographic community that:

- (A) focuses primarily on domestic violence, dating violence, sexual assault, or stalking;
 - (B) has established a specialized culturally specific program that addresses domestic violence, dating violence, sexual assault, or stalking;
 - (C) has a primary focus on underserved populations (and includes representatives of these populations) and domestic violence, dating violence, sexual assault, or stalking; or
 - (D) obtains expertise, or shows demonstrated capacity to work effectively, on domestic violence, dating violence, sexual assault, and stalking through collaboration;
- and:
- (E) is primarily directed toward racial and ethnic minority groups; and
 - (F) is providing services tailored to the unique needs of that population.

An organization will qualify for funding if its primary mission is to address the needs of racial and ethnic minority groups or if it has developed a special expertise regarding a particular racial and ethnic minority group as defined on pp. 3-4. The organization must do more than merely provide services to the targeted group; rather, the organization must provide culturally competent services designed to meet the specific needs of the target population. Only six agencies and their VAWA-funded programs are currently eligible for this category and should select it when completing the application:

W14-8-008	Caminar Latino, Inc.
W14-8-009	Catholic Charities of the Archdiocese of
W14-8-011	Cherokee Family Violence Center, Inc.
W14-8-034	International Women's House, Inc.
W14-8-043	Raksha, Inc. (<i>Victim Services program only</i>)
W13-8-057	New American Pathways, Inc.

Category 3 – Criminal Justice System Improvement (CJSI) is for agencies that want to apply for funding to expand or maintain specialized units or programs that address the crimes of domestic violence, dating violence, sexual assault and/or stalking. Examples of projects include law enforcement or prosecution Special Victims Units; probation/parole offender monitoring programs; training on how to address the crimes of domestic violence, dating violence, sexual assault and/or stalking; developing protocols for addressing those crimes; and Multidisciplinary Team support and development. If your agency wishes to use VAWA federal or match funds to provide victim services in addition to a CJSI project, you will need to complete a separate application for Category 4 - Discretionary this year. Your agency will also be required to complete *all* required reports described on pp. 6-8.

Please note: Per the 2013 VAWA Reauthorization, training applicants must submit Memoranda of Understanding (MOUs), Letters of Support or other documentation with agencies that employ the training audiences stating that they will collaborate with the agencies providing training to develop the course content and materials.

Category 4 – Discretionary is for agencies that want to apply for funding for all other projects that address the crimes of domestic violence, dating violence, sexual assault and/or stalking. Examples include Batterer’s Intervention Programs (BIP) and domestic violence fatality review projects. If your agency wishes to use VAWA federal or match funds to provide victim services in addition to a CJSI project such as training or Coordinated Community Response team coordination must also apply under this category, and complete *all* required reports described on pp. 6-8.

Designation of Grant Officials

Applications must also complete the Designation of Grant Officials section. Please fill in the name, title, address and phone number for the project director, the financial officer and the authorized official for the grant. No two officials can be the same person.

A. Project Director

This official must be an employee of the applicant agency or from a contractor organization, at the applicant’s option, who will be directly responsible for operation of the project. This person will be the primary contact for the application and the post-award phase.

B. Financial Officer

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer or comptroller.

C. Authorized Official

This person is the official who is authorized to apply for, accept, decline or cancel the grant for the applicant agency. This person must be the executive director of a state agency, chairperson of the county Board of Commissioners, mayor, or chairperson of the City Council. All official correspondence regarding the grant and the application (assurances, disclosures, certifications, award documentation, subgrant expenditure reports, subgrant adjustment reports) must be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to the Council.

Application Data and Narratives

A. Basic Information

Please title your project and include the current federal award amount and match, if applicable. Enter the federal and match amount per Appendix E. It is helpful to use a concise and descriptive title that succinctly communicates your project’s main objectives and/or target population. Good examples include:

Training and Technical Assistance for Law Enforcement Working with Immigrants

Georgia Domestic Violence Fatality Review Project

Providing Culturally Appropriate Domestic Violence Services for Latinas

B. Service Area and Congressional District

Indicate the counties served by your agency regardless of funding source during the January 1-December 31, 2014 VAWA grant year and the Congressional District(s) served by the project. Agencies can look up Congressional Districts at <https://www.govtrack.us/congress/members/GA>. Agencies that serve all counties may check “statewide;” otherwise, please check each county served. There is also an “out of state” option. The options selected should reflect where the crime occurred; if unknown, select options for where victims reside.

C. Agency Description

Please limit narrative responses to 900 characters including spaces.

- In this section, provide a brief description of your agency. State how long the agency and/or project has been in operation. List any credentials or accolades that have been received that demonstrate expertise in addressing the victimizations or target population of your program.
- List any Multi-Disciplinary Team(s) that your agency’s staff participate on or lead. Please share the name of the MDT as well as the type and the victimizations addressed, and briefly state the extent of staff involvement. Examples may include:

Smith County Task Force – Domestic violence task force – Staff participate in monthly meetings

Justice County Fatality Review Team - Child fatality review team – Executive Director is co-chair

- Please indicate the languages in which your agency or organization’s staff members are proficient. “Proficiency” indicates that the staff member can appropriately serve a victim or otherwise converse with someone in their native language if they are LEP.
- Please enter the Full Time Equivalent of all paid and volunteer staff, including contractors, who are supported by S.T.O.P. VAWA funds.
- Select your agency type:

Criminal Justice – Government

- Court
- Law Enforcement
- Prosecution
- Probation
- Other (Please explain) _____

Non-Criminal Justice – Government

- Social Services

- Mental Health
- Public Housing
- Hospital
- Other (Please explain) _____

Non-Profit Non-Governmental, Community-based

- Hospital
- Rape Crisis
- Religious Organization
- Shelter
- Mental Health Agency
- Population-specific
- Coalition
- Culturally-specific
- Other (Please explain) _____

Other (Please Explain) _____

- Provide your agency's total budget information:

<i>Funding Source</i>	<i>Prior Year</i>	<i>Current Year</i>
a) Federal (excluding VAWA)	\$ _____	\$ _____
b) VAWA Funds	\$ _____	\$ _____
c) FVPSA	\$ _____	\$ _____
d) Rape Prevention Education	\$ _____	\$ _____
e) State	\$ _____	\$ _____
f) Local	\$ _____	\$ _____
g) Other (Please explain)	\$ _____	\$ _____
h) Other (Please explain)	\$ _____	\$ _____
i) Other (Please explain)	\$ _____	\$ _____

- Finally, please sign off on the fees and costs certification:

The applicant agency's laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, sexual assault, or stalking, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.

4. Project Activities

- In this section, describe the VAWA-funded project activities, goals and/or services offered. For example, victim service providers should state an estimate of the number of victims that will be served during the grant year, the types of services offered, and the anticipated outcomes framed in terms of OPM data. Training programs should list the topics you anticipate covering, the number of

people you will train and the number of trainings you plan to offer. You may base your estimates on the VAWA-funded activities completed last year as reported on the S.T.O.P. VAWA Annual Report, VSSR and/or CJSSR.

- Please indicate which of the 20 S.T.O.P. VAWA Purpose Areas your project serves, and briefly describe how it fulfills the purpose area(s).
1. training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence, including the use of nonimmigrant status under subparagraphs (U) and (T) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. 1101(a));
 2. developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence;
 3. developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence, as well as the appropriate treatment of victims;
 4. developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence;
 5. developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, stalking, and dating violence programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, dating violence, stalking, and domestic violence;
 6. developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence;
 7. supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by State funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence;
 8. training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault;
 9. developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of domestic violence, dating violence, stalking, or sexual assault, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals;

10. providing assistance to victims of domestic violence and sexual assault in immigration matters;
11. maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families;
12. supporting the placement of special victim assistants (to be known as “Jessica Gonzales Victim Assistants”) in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders;
13. providing funding to law enforcement agencies, victim services providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program);
14. Developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.
15. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.
16. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.
17. Developing, enlarging or strengthening programs addressing sexual assault against men, women, and youth in correctional or detention settings.
18. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims.
19. Developing, enlarging, or strengthening programs and projects to provide services and responses to male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18, United States Code.
20. Developing, enhancing, or strengthening prevention and educational programming to address domestic violence, dating violence, sexual assault, or stalking, with not more than 5 percent of the amount allocated to a state to be used for this purpose.

- Please indicate the percentage of funds that are used to address each of the four S.T.O.P. VAWA-eligible victimizations (domestic violence, dating violence, sexual assault and stalking).

- | | | | |
|------|-------------------|--|---|
| i) | Domestic Violence | | % |
| ii) | Dating Violence | | % |
| iii) | Sexual Assault | | % |
| iv) | Stalking | | % |

- Please explain the target population for the VAWA-funded project. Include the geographic area targeted, the number of people to be targeted, and the relevant characteristics of those people.

- Please check the corresponding boxes to indicate which of the underserved populations your VAWA-funded project addresses.

- a) Rural
- b) Racial or ethnic minority²

Please indicate which racial/ethnic minorities your agency serves:

- c) Incarcerated
- d) LGBTQQIA
- e) Men and boys
- f) Religious minority

Please indicate which religious minorities your agency serves:

- g) Immigrant or refugee

Please indicate the countries of origin of the population your agency serves:

- h) Limited English proficient

If applicable, please indicate which languages are spoken by the population that your agency serves:

- i) Other (please explain):

- Describe the need for your VAWA-funded project.
- Please describe what data your agency collects for your project, and how data are collected.
- Describe how you define success for your project.
- Indicate whether or not your project will have changes in scope, activities or services from the previous grant year. Please refer to your 2014 application if you need to determine any change in scope.
- If applicable, check the victim services provided by this VAWA-funded project through federal AND match funds:
 - Not applicable – this VAWA application is for a CJSI or Discretionary project that does not provide victim services
 - In-person Crisis Counseling
 - Telephone Contact
 - Follow-up
 - Therapy
 - Group Treatment
 - Shelter/Safe House
 - Information & Referral (In-Person)

² “Racial and ethnic minorities” as defined in section 1707(g) of the Public Health Service Act, which means “American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.”

- Criminal Justice Support/Advocacy
- Emergency Financial Assistance
- Emergency Legal Advocacy
- Assistance in Completing a Compensation Application
- Review of Compensation Eligibility Requirements
- Assistance Gathering Documents for and Submitting an Application
- Follow-up with the Victims Compensation Program
- Assistance in Applying for TANF/Social Services
- Non-Emergency Legal Advocacy
- Personal Advocacy
- Assistance Placing Animals in Distress
- Forensic Interviews
- Other (Please explain) _____

Budget

All applicants must attach a budget using the [Budget Detail Worksheet](#). All line items within the budget are subject to review and approval. Decisions related to these budget line items are based on allowability of line item costs per VAWA program guidelines, justification of costs in relation to project activities, and reasonableness of costs based on current market rates.

The 2015 VAWA awards are only for continuation funding. The award amount received in 2014 should remain the same, pending availability of federal funds and compliance with programmatic and fiscal requirements imposed in your special conditions. Your budget should reflect the federal award amount received for the current grant year. Please see the appendix for the list of 2014 awards by grant ID number, which details the agency’s name, program type and federal award amount.

CJSI Applicants and Match

The purpose of matching contributions is to increase the amount of resources available to the projects supported by grant funds. All CJSI projects conducted by agencies **other than victim service providers** must submit a minimum funding match of 25% through cash and/or in-kind contributions. The sources of the match must be identified in the budget section of the application. If you have a discretionary project, please consult the points of contact listed on this RFA to discuss your agency and project to determine whether you will need to provide match.

The requirements and limitations that apply to the use of federal funds also apply to the use of matching funds. Further, matching funds must be used only for the VAWA-funded project during the grant period to support the identified goals, objectives, and activities. That is, the matching funds cannot be used to support activities that are not concurrently supported by VAWA formula funds. Match must be provided on a project-by-project basis. Please see the subsequent pages for the formula used to calculate match relative to the project’s budget.

For the purpose of this program, **in-kind match** may include donations of expendable equipment, office supplies, workshop or classroom materials, work space, or the monetary value of time contributed by professionals and technical personnel and other skilled and unskilled labor, if the services they provide are an integral and necessary part of a funded project. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the applicant’s organization. If the required skills are not found in the applicant’s organization, the rate of compensation must be consistent with the labor market. In either case, fringe benefits may be included in the valuation. The value placed on loaned or donated equipment may not exceed its fair market value. The value of donated space may not exceed the fair rental value of comparable space established by an independent appraisal of comparable space and facilities in privately owned buildings in the same locality.

Subgrantees must maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of materials, equipment, and space must be documented. Volunteer services used as match must be documented and supported by the same methods used for VAWA-funded employees.

All matching contributions must be:

- Verifiable from the Subgrantee's records
- Not included as a contribution for any other Federal Funds
- Necessary and reasonable to accomplish the project's goals
- Allowable charges
- Not paid by the applicant from Federal or State funds received under another assistance agreement
- Included in the budget approved by CJCC
- In accordance with all other Federal and State requirements

Formula for Match Calculation

- 1) Total Project Budget x Match Requirement Percentage = Match Requirement
- 2) Total Project Budget – Match Requirement = Amount of Grant Request

Example 1: For a project with a total budget of \$100,000 and a 25% Match Requirement Percentage:

- 1) $\$100,000 \times 25\% = \$25,000$ (Match Requirement)
- 2) $\$100,000 - \$25,000 = \$75,000$ (Grant Request/Federal Amount)

Program Income

“Program income” is gross income earned during the funding period by the recipient as a direct result of the grant award. As a general rule, the CJCC does not allow VAWA applicants to earn or use program income for services by S.T.O.P. funds.

Allowable and Unallowable Costs

A list of unallowable costs is provided in the appendix.

Supplantation

Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose.

Certification and Completion

Before you submit, review your application from start to finish to ensure you submit complete and accurate information. To finalize the application, please enter the name of the person submitting the application and initials to certify completion. **Remember to submit the application** when you are finished with this section. If more than one application is submitted for the same grant number, CJCC will only accept the most recent application.

E. ATTACHMENTS

The required attachments below must be completed and submitted with the application. Please carefully read and follow the instructions on all forms.

- Standard Assurances

- Certifications Regarding Lobbying, Debarment, Suspension and other Responsibility Matters
- Disclosure of Lobbying Activities
- Audit Requirements
- Civil Rights Contact
- If applicable:
 - Non-profit applicants must submit a copy of their 501(c)(3) certificate
 - Non-profit applicants must submit an organizational chart for the entire program and job descriptions for all employees included in the proposed budget
 - Fully executed Memoranda of Understanding and support letters as they demonstrate collaboration and support among stakeholders
 - If grant funds are requested to pay for an IT network or computer system, proof that the system or network blocks pornography
 - Victim service providers must submit blank client intake forms
 - Training applicants must submit MOUs or other proof of collaboration with local victim services providers OR state coalitions, unless the applicant is a victim service provider or coalition
 - Copies of contracts, personnel action forms, leases and other documentation to support line-item costs claimed on the grant

F. SUBMIT APPLICATION

The last step before submitting your application is to fill out the name, title, phone number and email of the application point of contact. This person will receive a confirmation email once the application is submitted. They will also be the person we contact in the event we have questions about your application.

Please be sure to click submit so that we receive your online application. The application must be submitted by the deadline to be considered for the award amount approved by the Council.

Once submitted, please right click the screen to print and save a .pdf of the confirmation page. The application point of contact will receive a confirmation email as well.

G. APPLICATION AND AWARD TIMELINE

CJCC strives for transparency in its VAWA application and award process. The working timeline for applications and awards is as follows:

Milestone	Target Date
Release RFAs and open application	June 10, 2015
Application closes	July 10, 2015
CJCC sends award packets to subgrantees	October 2015
Award packet webinars	November 2015
Award packets due to CJCC	December 2015
Start of VAWA grant year	January 2016

Funding Decisions and Appeals

All funding decisions related to the VAWA grant program from this solicitation are based on the

availability of funding and recommendations of the CJCC staff review panel to the Victim Assistance Grants Advisory Committee. The Committee votes to accept or deny staff recommendations, which are subject to the Council's approval.

CJCC informs applicants of funding decisions through grant awards or denial letters. Applicants should not make assumptions regarding funding decisions until they have received official written notification of award or denial that is signed by CJCC's Executive Director. Applicants have the opportunity to **appeal the initial funding decision within fifteen business days of the date on which the denial notice was postmarked**. Appeals should be submitted in the form of a cover letter on the applicant agency's letterhead and any supporting documentation. You may submit an appeal in writing to the Criminal Justice Coordinating Council, ATTN: Shontel Wright, 104 Marietta St. NW Suite 440, Atlanta, GA 30303.

G. APPLICATION REVIEW PROCESS

All applications and attachments are reviewed by CJCC Victim Assistance Unit staff. Applications are primarily reviewed based on three basic criteria: submission of complete and accurate information; programmatic compliance with federal and state guidelines; and financial compliance in that all costs are allowable, reasonable and justified per the federal and state guidelines.

H. APPLICATION WEBINARS AND TECHNICAL ASSISTANCE

CJCC staff will conduct application webinars on the following dates and times:

Option 1		Option 2	
DATE	Monday, June 22, 2015	DATE	Thursday, June 25, 2015
TIME	9:30-11am	TIME	2-3:30pm

To sign up for a webinar, please register at cjcc.georgia.gov. Registration confirmation will be sent to the email specified. Webinars will cover both the RFA and the online application, and will conclude with a Q&A. The webinars will be recorded and available at cjcc.georgia.gov.

Applicants may also contact members of the Victim Assistance Unit for technical assistance. CJCC does not coach applicants or provide feedback on the quality of the proposed application. CJCC does provide feedback on whether or not financial or programmatic activities are allowable, reasonable and/or justifiable.

APPENDICES

A. Allowable and Unallowable Costs

1. Allowable Costs and Services

- S.T.O.P. funds should be used for projects that serve or focus on adult and youth (age 11-24) women and girls who are victims of domestic violence, dating violence, sexual assault, or stalking. In general, victims served with S.T.O.P. funds must be adults or youth. Under a new purpose area created by VAWA 2005, however, S.T.O.P. funds may also support “complementary new initiatives and emergency services for victims and their families.” For example, S.T.O.P. funds may support services for secondary victims such as children who witness domestic violence.
- In VAWA 2014, Congress added two new purpose areas that specifically included men, which means that subgrantees under those purpose areas may have projects that target male victims. The specific purpose areas are purpose area 17 (focusing on programs addressing sexual assault against men, women, and youth in correctional and detention settings) and purpose area 19 (focusing on services and responses targeting male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity). S.T.O.P. funds may be used to address child sexual abuse when the victim is now an adult, provided that the abuse occurred or continued when the victim was age 11 or older.
- There is now a specific purpose area for “developing, enlarging, or strengthening programs addressing sexual assault against men, women, and youth in correctional or detention settings.” The services provided, however, may only address the domestic violence, dating violence, sexual assault, or stalking victimization experienced by the incarcerated individual, including both such crimes experienced while incarcerated and crimes experienced at other points in their youth and adult lives. Funds should not be used to provide any other types of services, such as rehabilitative services related to the crime committed by the incarcerated individual. Finally, as is the case with the use of all S.T.O.P. funds, states must use those funds to supplement state funds, and not to supplant state funds that would otherwise be available for the activities funded.
- S.T.O.P. funds may be used to cover reasonable transportation costs that would enhance a woman’s safety. This includes costs associated with safely transporting a victim out of state.
- Programs in schools may be supported to the extent that they fit within one or more of the S.T.O.P. program’s statutory program purpose areas. For example, S.T.O.P. funds could be used to provide support groups that meet at school for dating violence victims or to provide information to students about services available to help victims of dating violence.
- Beginning with FY 2007 awards to the states, S.T.O.P. funds may be used for health care providers’ time conducting forensic examinations, if two requirements are met:
 - 1) the examinations are performed by specially trained examiners for victims of sexual assault (such as Sexual Assault Nurse Examiners (SANEs) or Sexual Assault Forensic Examiners (SAFEs)); and 2) the jurisdiction does not require victims of sexual assault to seek reimbursement from their insurance carriers.

- Food provision within the context of victim services (e.g., providing food in shelters) is permissible if the food is necessary or integral to providing services to women to enhance their safety. S.T.O.P. funding may be used to purchase groceries as part of victim services that subgrantees provide to victims. Grantees and subgrantees need to have a process in place to ensure that all items purchased are allowable, reasonable and necessary under applicable state and federal statutes and regulations and used for program purposes. Pursuant to federal regulations, the purchase of any alcohol, tobacco, or related products is strictly prohibited with the use of grant funds.
- Salaries for prosecutors, law enforcement officers, or judges being paid are handling cases involving violence against women. If they are not working full time on violence against women cases, their time must be prorated.
- Operational costs of a facility, such as a shelter, except that if the project is supported with funds from other sources as well (e.g., Victims of Crime Act or Family Violence Prevention and Services Act funds), the rent and operational expenses must be prorated among the different funding sources. In addition, the rent must be reasonable. If, however, the shelter owns its own facility, rent for use of that facility may not be charged to the grant at all; however, related expenses such as utilities and building security may be charged to the grant. As discussed below, renovations and construction may not be supported with S.T.O.P. funds.
- Gift cards are only allowable to the extent that they are used for purposes that are otherwise an allowable use of S.T.O.P. funds, such as to purchase groceries for victims as described in question 16, below. If the grantee or subgrantee determines that use of gift cards is necessary to provide services to victims, they must ensure that effective control and accountability is maintained over gift cards and that those cards are used solely for authorized purposes.
- S.T.O.P. funds can be used to pay victim's first month's rent. Deposits are also allowable if the subgrantee has an agreement in place with the landlord that the full/remaining deposit will be returned to the subgrantee and not the victim at the end of the lease. OVW advises that the subgrantees arrange to pay the first month's rent, rather than a security deposit, to alleviate the need to recover and account for the deposit.
- S.T.O.P. can pay for co-location of services under the purpose area for "maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families." However, if any of the underlying services at the center cannot be funded through S.T.O.P., such as substance abuse counseling, then the staffing for those services still cannot be supported through this purpose area, just the co-location. For example, co-location costs might include a centralized intake person, rent, or security.
- S.T.O.P. Program funds may support the following activities related to SANE/SAFE programs even if the requirements for paying personnel costs are not met:
 - training for SANE/SAFE personnel
 - expert testimony of SANE/SAFE personnel
 - forensic evidence collection kits ("rape kits")
 - equipment, such as colposcopes, swab dryers, and lights
 - outreach efforts to inform victims about available services
 - victim advocate personnel to accompany victims through the forensic examination process
 - on-going counseling services for victims
 - on-call time of the SANE/SAFE personnel
 This list of SANE/SAFE activities that may be funded is not comprehensive and other similar activities may be funded. Please contact the state's grant program specialist with questions.

2. Unallowable Costs and Services

- Personnel-related expenses for an Executive Director and/or Volunteer Coordinator whose functions include recruiting, training, and supervising volunteers who provide direct victim services may be reimbursed for that portion of their functions that are tied to volunteers. Reimbursement for such positions will be pro-rated to exclude that proportion of their time dedicated to agency administrative or support staff responsibilities.
- Expenses for positions whose primary responsibilities include staff support (e.g. secretary, administrative assistant, data entry specialist), fundraising, or public relations.
- Expenses for positions and related activities, whose primary function is community education and prevention, not outreach to victims.
- Purchasing and/or leasing a vehicle.
- Building renovations, including minor activities such as painting or carpeting.
- Conducting research, which **does not include** pre- and post-testing training recipients or conducting victim satisfaction or outcome surveys. In conducting such testing or surveys to assess program effectiveness, sub grantees may not collect, analyze or disseminate any information that may reveal a private person's or victim's identity.
- The purchase of law enforcement equipment including uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse program that are not an integral part of a court-mandated batterer intervention program.
- Substance abuse treatment and services.
- Fees for immigration-related matters.
- Generally, food at events and conferences. The provision of food and beverages at training events or conferences is governed by the OVW Grants Financial Management Guide. (See <http://www.ovw.usdoj.gov/docs/gfmd-financial-grants-management-guide.pdf>). Please review the requirements carefully in determining if food provision at a particular event is acceptable and contact the state's grant manager if the state has any questions.
- S.T.O.P. funds cannot be used to fund any criminal defense work, including defending women who assault, kill, or otherwise injure their abusers.
- S.T.O.P. funds may not be used to pay for moving household goods to a new location or acquiring furniture or housing in a new location. However, S.T.O.P. funds may be used to cover reasonable transportation costs that would enhance a woman's safety.
- Voucher programs where victims are directly given vouchers for such services as housing or counseling.

3. Unallowable Activities

Grant funds under the victim services grant program may not be used for any unauthorized purposes, including but not limited to the following activities:

- Lobbying,
- Fundraising,
- Research Projects,
- Building Renovations.

B. Priorities Identified by the State for S.T.O.P. VAWA

At the 2015-2016 S.T.O.P. VAWA Implementation Plan committee meeting, CJCC asked stakeholders to evaluate the state's performance for each of the twenty S.T.O.P. VAWA 2014 Purpose Areas. The participants were asked to assess each purpose area from an agency perspective, then convene in small groups to discuss a statewide assessment and rank each purpose area in order of priority (high, medium, low, not applicable or declined to indicate). The rankings were assigned scores of 3, 2, 1 and 0 respectively. The scores assigned by each group were then averaged for each purpose area (mean score 2.19). The standard deviation was calculated to be 0.63. The scores were then classified as "high priority" if they fell within two standard deviations higher than the mean (3.45), medium priority if they were within one standard deviation of the mean (2.82), or low priority if they were less than the mean. Three purpose areas were identified as "high priority" and an additional nine purpose areas were identified as "medium priority." The remaining eight purpose areas were classified as "low priority." The ranked purpose areas are indicated below, in order of priority.

High Priorities (all tied)

9. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of domestic violence, dating violence, stalking, or sexual assault, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals.

11. Maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families³.

20. Developing, enhancing, or strengthening prevention and educational programming to address domestic violence, dating violence, sexual assault, or stalking, with not more than 5 percent of the amount allocated to a state to be used for this purpose.

Medium Priorities

19. Developing, enlarging, or strengthening programs and projects to provide services and responses to male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability

³ Subgrantees were primarily concerned with sustaining core services. They thought supporting new initiatives was a much lower priority at the moment.

to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18, United States Code.

(5, 8, 10, and 14 tied)

5. Developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, stalking, and dating violence programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, dating violence, stalking, and domestic violence.

8. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

10. Providing assistance to victims of domestic violence and sexual assault in immigration matters.

14. Developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.

(1, 4 and 7 tied)

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence, including the use of nonimmigrant status under subparagraphs (U) and (T) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. 1101(a)).

4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence.

7. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by State funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence.

3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence, as well as the appropriate treatment of victims.

Low Priorities

15. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.

16. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.

18. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims.

13. Providing funding to law enforcement agencies, victim services providers, and state, tribal, territorial, and local governments (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote—

(A) the development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as “Crystal Judson Victim Advocates,” to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel;

(B) the implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies such as the model policy promulgated by the International Association of Chiefs of Police (“Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project” July 2003); and

(C) the development of such protocols in collaboration with state, tribal, territorial and local victim services providers and domestic violence coalitions.

12. Supporting the placement of special victim assistants (to be known as “Jessica Gonzales Victim Assistants”) in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities—

(A) developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including the use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases;

(B) notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency;

(C) referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and

(D) taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order.

2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence.

6. Developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of sexual assault, dating violence, stalking, and domestic violence.

17. Developing, enlarging or strengthening programs addressing sexual assault against men, women, and youth in correctional or detention settings.

C. Priorities Identified by the State for the Sexual Assault Set-aside

Per the S.T.O.P. VAWA Reauthorization of 2013, effective March 2015, at least 20% of funds granted to a state shall be allocated for programs or projects in 2 or more allocations (victim services, courts, law enforcement, and prosecution) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship. In the application, subgrantees must indicate the portion of grant funds spent on projects that meaningfully address sexual assault. These programs must 1) meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and/or rape within the context of an intimate partner relationship; and 2) adhere to the core service requirements for sexual assault programs outlined in Appendix E. **Pending availability of federal funds and CJCC's distribution of funding to meet the 20% set-aside requirement**, additional funds may be awarded to agencies that demonstrate a sound sexual assault program as described herein.

The following purpose areas and corresponding goals were identified as state priorities in the 2015-2016 S.T.O.P. VAWA Implementation Plan, in order of prioritization:

8. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

Goals:

- Increase training availability and coordination with domestic violence service providers
- Continue to improve training content to be both based on national models and area needs
- Increase availability in rural and south Georgia
- Work with hospitals and other medical providers to encourage attendance and paid staff time to complete trainings

(15-18 tied)

15. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.

Goals:

- Provide support and training to SART teams
- Develop innovative means of encouraging judicial presence and top-down support
- Develop protocols for SART establishment and development

16. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.

Goals:

- Increase training availability
- Develop protocols and implement to ensure consistency

18. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims.

Goals:

- Identify areas with backlogs and rank based on size and need
- Develop protocols and policies for addressing backlogs, starting with highest-need areas
- Include protocols for speeding up results from initial testing

17. Developing, enlarging or strengthening programs addressing sexual assault against men, women, and youth in correctional or detention settings.

Goals:

- Begin to build a foundation to address this purpose area in future implementation plans, including forging relationships with correctional and detention facilities

D. Core Services by Agency Type

The Criminal Justice Coordinating Council (CJCC) strives to be a responsible and exemplary steward of federal funds. In an effort to ensure that limited federal resources pay for basic services for all crime victims in Georgia, CJCC created the core service definitions for various types of programs that the agency typically funds with victim services grant funds.

These standards are based on extant program models across the state and should be revised as the response to victimization evolves and improves. The core service definitions outline the basic level of services agencies of various types should provide to be considered for CJCC Victim Services grant funds. The types of programs defined herein include: Court Appointed Special Advocates (CASA), Child Advocacy Centers (CAC's), Counseling Services, Domestic Violence Shelter & Non-Shelter Programs, Legal Service Programs, Sexual Assault Centers, and Victim Witness Assistance Programs.

These core service definitions are also the basis for any programmatic desk audits or site visits. CJCC grant monitoring staff will have a checklist based on these core service definitions to ensure programs are providing a minimum level of services with CJCC funds.

Child Advocacy Center (CAC)

The Criminal Justice Coordinating Council requires that any child advocacy center funded with VOCA, VAWA, or SASP funds must provide the following basic services and meet the following criteria:

- Provide counseling for child abuse victims – either in-house or through a linkage agreement
- Provide referral services to necessary social services
- To be a member of a multi-disciplinary team comprised of law enforcement, prosecution, victim advocates, medical, and child welfare officials
- Notify and assist the victim about his/her eligibility for victim's compensation
- Advocate on the child's behalf for services and expedite case processing
- Review a child's court case(s)
- Track the child's case to ensure that the child is not lost in the criminal justice or other government system(s)
- Provide services to non-offending caregivers and other secondary victims of child abuse
- Provide training to other officials such as law enforcement, prosecutors and judges about the effects child abuse and negligence and strategies for effectively handling such cases
- Obtain a Memorandum of Understanding with agencies with which they partner on the multi-disciplinary team as applicable
- Ensure that all services are available for persons with limited English proficiency or provide referrals for culturally and linguistically services where appropriate
- Advocate staff must have at least 40 hours of initial training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the

National Organization for Victim's Assistance (NOVA) or other body that provides training specific to serving crime victims

Court-Appointed Special Advocates (CASA)

Based on the statutorily mandated minimum standards, best practices in Georgia and nationally, and on training requirements, CJCC defines CASA programs as follows:

- All CASA volunteers must complete at least 30 hours of training before serving in court; additionally, CASA volunteers must complete 12 hours per year of continuing education
- CJCC CASA programs must be affiliates of the state umbrella agency – Georgia Court Appointed Special Advocates (GACASA) – and members of the National Court Appointed Special Advocates Association
- Conduct independent investigations of a child's case – which may include interviewing the parties in the case, the child's family, and any social agency employees who work with the child
- Maintain regular contact with the child at least once per month
- Provide written reports to the court for each scheduled hearing
- Advocate on the child's behalf to have court hearings scheduled so the case can be resolved
- Advocate for judicial review of a child's case
- Attend at all court hearings about the child's case
- Work with all parties involved in a deprivation proceeding
- Review court documents pertaining to the child's case
- Refer, as appropriate and necessary, to other social service agencies
- Notify and assist the victim about his/her eligibility for victim's compensation
- Ensure that all services are available for persons with Limited English Proficiency (LEP) or provide referrals for culturally and linguistically appropriate services as needed
- Advocate staff must have at least 40 hours of annual training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA) or other body that provides training specific to serving crime victims

Counseling Services

The Criminal Justice Coordinating Council outlines specific requirements for programs providing **therapy or counseling services** in-house or via contract with a **licensed** counselor/therapist:

- The in-house or contract counselor or therapist must have a **Georgia-specific** license.
- If the in-house or contract therapist uses interns or license-eligible therapists to supervise group therapy sessions or provide individual therapy, that person(s) must be supervised by a **Georgia-licensed** therapist or counselor.
- All counselors or therapists must conduct an intake and needs assessment that must include an assessment for acute mental illness, trauma or substance abuse prior to treating any patient. The therapist or counselor should have an up-to-date referral list for patients that he/she cannot treat because their needs are beyond the scope of the therapist's expertise.
- The organization or contract therapist should have a protocol to ensure that therapy services are available to persons with specific cultural needs and/or physical/mental disability needs. Such a protocol may include a referral list for cultural or language appropriate therapy services.
- Any in-house or contract therapy provider or counselor must attend at least **5 hours** of continuing education per year related to treating or serving crime victims. If the agency provides services

via contract with an outside provider, the training requirement must be stipulated in the contract and proof that the contractor has met the annual requirement should be on file with the contracting agency.

Specific requirements for programs providing peer support groups:

- The person leading any peer support group must receive training specific to leading such support groups.
- Persons leading support groups must receive at least **5 hours** of continuing education per year related to providing services to crime victims.
- Any support group should have a baseline curriculum with specific goals and objectives toward which members are working. Such a curriculum should be clearly defined, but flexible enough to accommodate the specific needs of various groups.
- Organizations providing support groups should have a protocol to make accommodations to meet the needs of individuals with specific cultural needs and/or physical/mental disability needs. Such a protocol may include a referral list for culturally or language appropriate peer support group services.
- Notifying and assisting the victim about his/her eligibility for victim's compensation
- **Any provider who is only providing peer support groups may not advertise that they offer "therapy or counseling services" per O.C.G.A. § 43-10A.**

Domestic Violence Programs

The Criminal Justice Coordinating Council (CJCC) funds two types of domestic violence agencies community-based non-shelter programs, and shelter-based domestic violence programs. Below is a list of basic services any domestic violence programs funded with VOCA, VAWA, or SASP funds must provide:

- **Non-Shelter, Community-based agencies:**
 - New direct service volunteers must have 10 hours of training
 - New staff members who will be providing victim services must have 40 hours of training prior to allowing them to serve victims unsupervised
 - Refer to the statewide or national domestic violence hotline provided in the agency's outgoing voicemail for any victim calling after normal business hours
 - Refer to and help with obtaining emergency or safe shelter for victims who qualify and are eligible
 - Refer to services that meet the needs of children who witness or are victims of domestic violence, if the agency does not have a program for child victims
 - Provide or have partnership to provide peer support groups run by a facilitator who is trained to run domestic violence support groups
 - Refer to therapy or counseling by a licensed professional counselor, psychologist, or psychiatrist
 - Assist or have partnerships that assist with filing petitions for temporary protective orders, immigration filings where appropriate, and court accompaniment to hearings
 - Refer to legal help or advocacy related to other civil, criminal or immigration matters where a licensed attorney is required
 - Notify and assist the victim about his/her eligibility for victim's compensation
 - Advocate with social service providers such as TANF agencies, unemployment offices etc.
 - Assist victims with finding permanent or transitional housing or referral to agencies that specialize in these services

- Inform and refer victims to proper parenting without the use of violence
 - If the agency provides parenting classes in-house, a model or set curriculum should be followed.
 - Provide follow-up services when the client consents to be contacted and it is safe to do so
 - Conduct community outreach and awareness about the effects of domestic violence
 - Have a written, publicized policy that the agency serves all victims of domestic violence regardless of sex, race, ethnicity, sexual orientation, age, religion, or immigration status
 - Have a written plan to provide services available to Limited English Proficient victims
 - Conduct a written or verbal, standardized dangerousness and/or lethality assessment that is consistently administered to all clients along with safety planning
- **Shelter-Based Programs**
 - Provide all the services mentioned for non-shelter, community-based agencies above
 - Provide staff 24-hours per day 7 days per week, including holidays, to admit victims into the shelter
 - Be able to ensure any victim contacting the shelter is placed in safe, emergency housing, including:
 - Housing the victim in your shelter;
 - Calling other organizations or shelters for the victim to be placed
 - Providing funds for a victim to stay in a hotel, if necessary
 - Have shelter accommodations sufficient to house dependent children of the victims seeking their services
 - Provide services to help victims with dependent children make arrangements with their child's school and other social services
 - Maintain an updated shelter bed availability count in the DHS database
 - Assist with making transportation arrangements for victims who cannot get to the shelter, court hearings etc.

Legal Services Providers

Legal Services Providers funded with VOCA, VAWA, or SASP funds must provide the following services. Because some of those activities would overlap with the work of Victim Witness Assistance Programs, CJCC narrowly defines Legal Services and makes the following distinction between legal **advocacy** and legal **services**:

Legal Advocacy:

- Legal Advocacy services may not require the assistance of an attorney barred under the State of Georgia;
- Lay advocates must be trained to assist victims with filing temporary protection orders. Such advocates must be specifically trained and certified to provide such assistance. Acceptable training includes the VAWA-funded Georgia Legal Services Temporary Protective Order training, or other training as approved by CJCC;
- Legal Advocacy thus includes:
 - Assistance with filing the Georgia Crime Victim's Compensation Program
 - Assistance filing a temporary protective order
 - Accompanying the victim to a first appearance and subsequent hearings
 - Assisting the victim with contacting an offender's probation or parole officer – particularly with respect to TPO violations
 - Assisting the victim with advocating for no contact constraints or stay away bond conditions
 - Assisting the victim with obtaining a warrant for an offender's arrest

- Referring the victim to legal counsel with respect to custody, or divorce or immigration matters
- Educating the victim about his/her role in the criminal justice process
- Assistance with and coordination with attorneys or Board of Immigration Appeals-certified advocate for filing T- or U-Visa paperwork, or a VAWA self-petition
- Outreach to underserved communities to identify potential victims of crime and provide services
- Ensure that all services are available for persons with limited English proficiency or provide referrals for culturally and linguistically services where appropriate

Legal Services:

- Legal services require assistance from a state barred attorney, or in the case of immigration law, a Board of Immigration Appeals-accredited representative
- Both VOCA and VAWA allow legal services that help ensure the victim’s immediate safety
- Legal Services include:
 - Assistance with completing and filing a T- or U-Visa paperwork, or VAWA self-petition on a victim’s behalf;
 - Legal immigration counsel and/or representation with remedies under the Violence Against Women Act and/or The Victims of Trafficking and Violence Prevention Act before USCIS; ICE; Immigration Court
 - Assistance with divorce or custody legal filings and appearing on the victim’s behalf in court
 - Assistance with eviction proceedings, if the eviction results from the victimization
 - Assistance with filing contempt petitions when a temporary protection order is violated and representation at 2nd TPO hearings
 - Drafting demand letters or lawsuits on behalf of victims of financial abuse or fraud to restore lost property
 - Outreach to underserved communities to identify potential victims of crime and provide services
 - Ensure that all services are available for persons with Limited English Proficiency or provide referrals for culturally and linguistically services where appropriate

Sexual Assault Programs

The Criminal Justice Coordinating Council requires that any sexual assault center funded with VOCA, VAWA, or SASP funds must provide the basic services below:

Training for staff and volunteers:

- Prior to being allowed unsupervised contact with clients, sexual assault center staff must complete 24 hours of training. Staff must maintain their advocacy skills with 10 hours of continuing education per year.
- Prior to being allowed unsupervised contact with clients, volunteers must complete 10 hours of training. Volunteers must maintain their service skills with 10 hours of continuing education per year.
- Advocate staff must have at least 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim’s Assistance Training Online, the National Organization for Victim’s Assistance (NOVA) or other body that provides training specific to serving crime victims

Core services include:

- A 24/7 crisis hotline

- Referrals to and assistance with obtaining social or legal services, where applicable
- Notifying and assisting the victim about his/her eligibility for victim's compensation
- Accompaniment to medical evaluations, and with client consent or at his/her request, to police interviews, and court hearings
- In-house provision or referral for licensed counseling and/or support groups run by a trained facilitator as requested or necessary
- Community education and awareness about the impact of sexual assault, including outreach about available services to victims and criminal justice professionals
- Participation on Sexual Assault Response Teams (SARTs), if any exist in the center's community
- Ensure that all services are available for persons with limited English proficiency or provide referrals for culturally and linguistically services where appropriate

Victim Witness Assistance Programs - Law Enforcement & Prosecution

The Criminal Justice Coordinating Council requires that victim witness assistance program funded with VOCA, VAWA, or SASP funds must provide the following services: below Georgia's Association of Chiefs of Police and Georgia's Prosecuting Attorneys Council have model policies and minimum service requirements for law enforcement and prosecutor's agencies, respectively (Georgia Association of Chiefs of Police, 2009; Georgia Prosecuting Attorney Council, 2006). The policies and minimum services are based in part on the Crime Victims Bill of Rights. CJCC recommends the core service definitions below for Law Enforcement VWAPs and Prosecutors VWAPS as the minimum requirement, since these are necessary to enforcing the basic rights outlined in the Crime Victims' Bill of Rights:

Law Enforcement VWAP:

- Educate the victim about his or her role in the criminal justice process and provide a summary of follow-up actions the agency will take
- Notify and assisting the victim about his/her eligibility for victim's compensation
- Notify the victim about victim services within the area
- Provide the victim with contact information for case updates and follow-up, upon the victim's request, and if applicable
- Notify the victim about the status of temporary protective orders and their eligibility to apply for such orders
- Advocate on the victim's behalf with the Sheriff's office or Police Department, or provide training to law enforcement agencies, to ensure that the victim's information is taken so he/she can be notified of the defendant's status – e.g. of arrest, of release from incarceration or on bond, and/or of potential bond conditions
- Make all services available to victims with Limited English Proficiency (LEP)
- Advocate staff must have at least 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA) or other body that provides training specific to serving crime victims

Prosecutor's VWAP:

- Assist victims with recovering any property taken as evidence or recovered by the police
- Provide referral services to agencies that can provide counseling or other social services the victim might need
- Notify and assist the victim about his/her eligibility for victim's compensation
- Assist victims with obtaining restitution from the accused
- Assist victims with filing a victim impact statement
- Notify victims of any court hearings at which they must or might want to be present

- Educate the victim about his or her role in the criminal justice process
- Notify the victim about any proceeding at which the release of the accused will be considered and provide the victim with the opportunity to express his/her opinion regarding potential release
- If the accused is found guilty and sentenced to jail, connect the victim with the victim services division in the corrections department and assist the victim with registering for offender status notifications
- Advise the victim about his/her right to wait during judicial proceedings in an area separate from the accused
- Serve as the liaison between the victim and the prosecutor assigned to the case
- Provide support to the victim during trial process, in meetings with prosecutor, and at court hearings
- Have a written plan to be ready to provide services to victims who are Limited English Proficient
- Advocate staff must have at least 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA) or other body that provides training specific to serving crime victims

E. 2014 Allocations

Any award made pursuant to this solicitation is dependent upon the receipt and availability of federal grant awards and any requirements/conditions attached thereto.

Grant ID	Agency	Program	Federal	Match
W12-8-074	Georgia Network to End Sexual Assault	Law Enforcement Training	120,137	40,046
W13-8-056	Grady Health System Rape Crisis Center	Victim Services	69,122	0
W14-8-001	AOC-Judicial Council of Georgia	Court Services	67,118	22,373
W14-8-002	AOC-Judicial Council of Georgia	Court Services	25,000	8,333
W14-8-003	Athens-Clarke County	Court Services	70,000	23,333
W14-8-004	Athens-Clarke County	Law Enforcement	70,000	23,333
W14-8-005	Athens-Clarke County	Prosecution	70,000	23,333
W14-8-006	Atlanta Victim Assistance, Inc.	Victim Services	91,495	0
W14-8-007	Berrien County Board of Commissioners	Prosecution	70,000	23,333
W14-8-008	Caminar Latino, Inc.	Victim Services	39,531	0
W14-8-009	Catholic Charities of the Archdiocese	Victim Services	76,222	0
W14-8-010	Cherokee County BOC	Prosecution	70,000	23,333
W14-8-011	Cherokee Family Violence Center, Inc.	Victim Services	44,843	0
W14-8-012	Clayton County BOC	Prosecution	70,000	23,333
W14-8-013	Crisp County Board of Commissioners	Prosecution	70,000	23,333
W14-8-014	Dawson County BOC	Law Enforcement	39,589	13,196
W14-8-015	DeKalb County Government	Prosecution	50,786	16,929
W14-8-016	DeKalb County Government	Prosecution	50,000	16,667
W14-8-017	DeKalb Rape Crisis Center, Inc.	Victim Services	25,000	0
W14-8-018	Dougherty County BOC	Prosecution	50,000	16,667
W14-8-019	Douglas County BOC	Prosecution	53,849	17,950
W14-8-020	Douglas County Task Force	Victim Services	83,499	0
W14-8-021	F.A.I.T.H. in Rabun County, Inc.	Victim Services	28,323	0

W14-8-022	Family Crisis Center of (WDCC) Counties, Inc.	Victim Services	36,861	0
W14-8-023	Four Points, Inc.	Victim Services	25,000	0
W14-8-024	Georgia Coalition Against Domestic	Undesignated	177,561	59,187
W14-8-025	Georgia Coalition Against Domestic	Undesignated	37,500	12,500
W14-8-026	Georgia Commission on Family Violence	Court Services	60,032	0
W14-8-027	Georgia Legal Services Program, Inc.	Victim Services	28,249	0
W14-8-028	Georgia Mountain Women's Center, Inc.	Law Enforcement Training	23,100	0
W14-8-029	Georgia Public Safety Training Center	Law Enforcement Training	138,990	46,330
W14-8-030	Gwinnett Sexual Assault Center, Inc.	Law Enforcement Training	61,461	0
W14-8-031	Habersham County	Law Enforcement	58,272	19,424
W14-8-032	Henry County BOC	Law Enforcement	70,000	23,333
W14-8-033	Houston County Commissioners	Prosecution	50,000	16,667
W14-8-034	International Women's House, Inc.	Victim Services	60,065	0
W14-8-035	NOA's Ark, Inc.	Victim Services	86,990	0
W14-8-036	Oconee County	Law Enforcement	70,000	23,333
W14-8-037	Oconee County	Prosecution	70,000	23,333
W14-8-038	Partnership Against Domestic Violence	Victim Services	97,750	0
W14-8-039	Paulding County BOC	Prosecution	50,000	16,667
W14-8-040	Pickens County BOC	Prosecution	40,835	13,612
W14-8-041	Piedmont Rape Crisis Center, Inc.	Victim Services	25,000	0
W14-8-042	Project Safe, Inc.	Undesignated	50,141	0
W14-8-043	Raksha, Inc.	Victim Services	66,921	0
W14-8-044	Raksha, Inc.	Law Enforcement Training	25,000	0
W14-8-045	Rape Crisis & Sexual Assault Services	Victim Services	77,168	0
W14-8-046	Refugee Family Services, Inc.	Victim Services	102,302	0
W14-8-047	SAFE Homes of Augusta, Inc.	Law Enforcement Training	23,586	0
W14-8-048	Sexual Assault Center of NW GA, Inc.	Victim Services	32,893	0
W14-8-049	Support in Abusive Family Emergencies	Law Enforcement Training	35,000	0
W14-8-050	Support in Abusive Family Emergencies	Victim Services	25,000	0
W14-8-051	Tapestri, Inc.	Law Enforcement Training	55,994	0
W14-8-052	The Lily Pad SANE Center, Inc.	Victim Services	50,425	0
W14-8-053	The Southern Crescent Sex Assault Center, Inc.	Victim Services	71,427	0
W14-8-054	Tifton Judicial Circuit Shelter, Inc.	Victim Services	55,389	0
W14-8-055	Upson County	Prosecution	50,000	16,667
W14-8-056	Wayne County Board of Commissioners	Prosecution	70,000	23,333
W14-8-057	Whitfield County BOC	Prosecution	57,231	19,077

Backup material for agenda item:

2. Presentation of the March for Meals Grant Award - Senior Center Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Senior Center

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 6-16-2015

Item of Business/Agenda Title: Approval of March for Meals Grant Award

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: July 10, 2015

Purpose of Request: Approval to accept March for Meals Grant Award.

Department Recommendation: Recommend Approval to accept March for Meals Grant Award in the amount of \$1,250.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number: 250-00-5520-XXXXXX-000

Administration Staff Authorization

Dept. Head Authorization

Dawn Pruett

Date:

6-16-15

Finance Dept. Authorization:

Wendy Boston

Date:

6-18-2015

County Manager Authorization

Cindy Campbell

Work Session Date

6/25/2015

Comments:



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: March for Meals Grant Award

DATE: 6-16-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: July 2, 2015

PURPOSE: Approval to accept March for Meals Grant Award in the amount of \$1,250.00.

HISTORY: The Margie Weaver Senior Center started a March for Meals campaign last year to promote community awareness and get others involved in the need for home delivered meals. This is part of a national campaign for Meals on Wheels of America of which our Center is a member. We were awarded a Bronze award through MOWA's Subaru of America campaign based on our promotions of the campaign this year.

FACTS AND ISSUES: The Margie Weaver Senior Center would like to accept this grant and use the funding to address one of the issues included in Meals on Wheels of America campaign which is senior hunger. We would like to provide meals to our home delivered clients during Thanksgiving and Christmas. This would be our clients that have no family, friends or support group.

-
-
- OPTIONS:**
1. Approve to accept March for Meals Grant Award.
 2. Do not approve to accept March for Meals Grant Award.

RECOMMENDED SAMPLE MOTION: Motion to approve March for Meals Grant Award in the amount of \$1,250.00.

DEPARTMENT: Senior Center

Prepared by: Dawn Pruett

Director Dawn Pruett



2015 MARCH FOR MEALS GRANT RECIPIENTS

Funding for the 13th Annual Awareness Campaign Made Possible by
Subaru of America, Inc.'s "Share the Love" Event

Total Funding Awarded: \$370,250

PLATINUM AWARD

Minuteman Senior Services	Bedford	MA
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STATE ASSOCIATION AWARDS

Meals on Wheels Association of Kansas	Topeka	KS
Meals on Wheels Association of North Carolina	Reidsville	NC

GOLD AWARD

Aging, Disability & Transit Services of Rockingham County	Reidsville	NC
Meals-on-Wheels Greater San Diego, Inc.	San Diego	CA
Mid-Cumberland Human Resource Agency	Nashville	TN
Thompson Senior Center	Woodstock	VT
Whatcom County Council on Aging	Bellingham	WA

SILVER AWARD

ACCA, Inc.	Athens	GA
Benzie County Council on Aging	Honor	MI
Broward Meals On Wheels	Plantation	FL
Central Oregon Council on Aging	Bend	OR
Meals On Wheels Programs & Services of Rockland, Inc.	Nanuet	NY
Metropolitan Inter-Faith Association	Memphis	TN
Missoula Aging Services Meals on Wheels Program	Missoula	MT
Osceola Council on Aging, Inc.	Kissimmee	FL
Rural Resources Community Action	Colville	WA
THE Kitchen dba Senior Citizen Services of N TX	Wichita Falls	TX

BRONZE AWARD

60's Plus Dining	Madison	SD
ABCAP - Senior Nutrition Program	Georgetown	OH
Aging and In-Home Services Northeast Indiana, Inc.	Fort Wayne	IN
Aging Matters In Brevard	Cocoa	FL
Alamance County Meals On Wheels, Inc.	Burlington	NC
Albemarle Commission Senior Nutrition Program	Hertford	NC
Area 4 Agency on Aging	Sacramento	CA
Area Agency on Aging of Northwest Arkansas	Harrison	AR
Area II Agency on Aging DBA Thrive Alliance	Columbus	IN
Barton Senior Center	Barton	VT
BCCAA - Senior Nutrition Program	Maryville	TN
Beloit Meals on Wheels, Inc.	Beloit	WI
Berks Encore	Reading	PA
Bethlehem Centers of Nashville	Nashville	TN
Big Flat Senior Activity Center	Big Flat	AR
Bingham County Senior Citizens, Inc.	Blackfoot	ID
Blue Grass Community Action Partnership	Frankfort	KT
Bond County Senior Citizens Center, Inc.	Greenville	IL
Boone County Senior Activity & Center	Harrison	AR
Brattleboro Senior Meals, Inc.	Brattleboro	VT
Brigham City Senior Center Meals on Wheels	Brigham City	UT
C.E.F.S./Golden Circle Nutrition Program	Effingham	IL
Cabarrus Meals On Wheels	Kannapolis	NC
Catholic Charities Senior and Caregiver Support Services	Schenectady	NY
Cattaraugus County Department of the Aging	Olean	NY
Central Arkansas Development Council - MOW	Benton	AR
Chapel Hill - Carrboro Meals on Wheels	Chapel Hill	NC
Charleston Area Seniors - Charleston Meals on Wheels	Charleston	SC
Charlotte County Meals On Wheels	Keysville	VA
CHEER, Inc.	Georgetown	DE
Cherokee County Meals On Wheels	Gaffney	SC
Christian Senior Services	San Antonio	TX
Christian Services, Inc. of America	Hattiesburg	MS
Citrus County Support Services	Lecanto	FL
City of Pacifica	Pacifica	CA
CJE SeniorLife	Skokie	IL
Clearfield County Area Agency on Aging, Inc.	Clearfield	PA
Coastal Seniors	Point Arena	CA
Coconino County Senior Services	Flagstaff	AZ
Community Action Partnership Central IL Sr. Nutrition Prog.	Lincoln	IL

Community Cooperative, Inc. / Meals on Wheels	Fort Myers	FL
Community Emergency Service: CES Meals On Wheels	Minneapolis	MN
Community Meals, Inc.	Ridgewood	NJ
Connections Area Agency on Aging	Council Bluffs	IA
Cortland County Nutrition Program	Cortland	NY
Council For Older Adults	Delaware	OH
Council on Aging for Henderson County	Hendersonville	NC
CROSS Meals On Wheels	Rogers	MN
Culver Palms Meals On Wheels	Culver City	CA
CVAA	Essex Junction	VT
Darling Inn Senior Meal Site, Inc.	Lyndonville	VT
Direct Services	Columbus	GA
Douglas-Cherokee Economic Authority	Morristown	TN
Dunkirk-Fredonia Meals on Wheels, Inc.	Dunkirk	NY
East Cooper Meals On Wheels	Mt. Pleasant	SC
Eastside Meals on Wheels Inc.	Minneapolis	MN
Edmond Mobile Meals, Inc.	Edmond	OK
Elder Services of Cape Cod and Islands, Inc.	South Dennis	MA
ElderCare Inc.	Great Bend	KS
Family Service Rochester	Rochester	MN
Farmington Senior Activity and Wellness Center	Farmington	AR
Fayetteville Senior Activity & Wellness Center	Fayetteville	AR
FeedMore - Meals On Wheels Serving Central VA	Richmond	VA
Fitchburg Senior Center	Fitchburg	WI
FM-JD Meals On Wheels, Inc.	Manlius	NY
Foodnet Meals On Wheels	Ithaca	NY
Fort Bend Seniors Meals on Wheels	Rosenberg	TX
Fresh Meals on Wheels of Sheboygan County, Inc.	Sheboygan	WI
Friendship Centers of Emmet County	Petoskey	MI
Friendship Trays, Inc.	Charlotte	NC
Grand Forks Senior Center	Grand Forks	ND
Grand River Meals On Wheels	Rifle	CO
Greater Northfield Senior Citizens	Northfield	VT
Greater Randolph Senior Center	Randolph	VT
Greater Spokane County Meals On Wheels	Spokane Valley	WA
Greater Springfield Senior Services, Inc.	Springfield	MA
Greer Community Ministries, Inc.	Greer	SC
Guernsey County Senior Citizens Center, Inc.	Cambridge	OH
HESSCO Elder Services	Sharon	MA
Highland County Community Action	Hillsboro	OH
Highland Valley Elder Services	Florence	MA
Hillsborough County Dept. of Aging Services	Tampa	FL

Hillsdale County Senior Services Center	Hillsdale	MI
Home Health United - Meals On Wheels	Madison	WI
Horizons, A Family Service Alliance	Cedar Rapids	IA
Humboldt Senior Resource Center	Eureka	CA
Independent Living, Inc.	Madison	WI
Interfaith Neighbors, Inc	Asbury Park	NJ
Jewish Community Council of Canarsie	Brooklyn	NY
Kaufman County Senior Citizens Services, Inc.	Terrell	TX
Ken-Ton Meals on Wheels	Tonawanda	NY
Kern County Aging & Adult Services	Bakersfield	CA
KleinLife	Philadelphia	PA
Knoxville-Knox County CAC Office on Aging	Knoxville	TN
Lake County Council on Aging	Mentor	OH
Lanakila Pacific Meals on Wheels and More	Honolulu	HI
Lee County Council on Aging, Inc.	Bishopville	SC
Lewis County Senior Citizens Center, Inc.	Weston	WV
Lexington County Recreation & Aging Commission	Lexington	SC
LifeCare Alliance	Columbus	OH
Lincoln County Opportunity Company, Inc.	Hamlin	WV
Lincoln Senior Center	Lincoln	AR
Livingston County Senior Nutrition Program	Howell	MI
Longmont Meals On Wheels, Inc.	Longmont	CO
Lutheran Service Society of Western PA	Pittsburgh	PA
Margie Weaver Senior Center	Dawsonville	GA
Marion County Senior and Wellness Center	Flippin	AR
Mascoutah Senior Services Program	Mascoutah	IL
McDowell County Commission on Aging	Welch	WV
Meals & Wheels	Waco	TX
Meals For The Elderly	San Angelo	TX
Meals on Wheels - Anderson	Anderson	SC
Meals on Wheels and More, Inc.	Austin	TX
Meals on Wheels and Senior Outreach Services	Walnut Creek	CA
Meals On Wheels Atlanta (Senior Citizen Services)	Atlanta	GA
Meals on Wheels Collin County	McKinney	TX
Meals on Wheels for Greater Houston	Houston	TX
Meals On Wheels for Western New York	Buffalo	NY
Meals On Wheels in Hunterdon, Inc.	Flemington	NJ
Meals on Wheels Kitsap	Bremerton	WA
Meals On Wheels Ministry, Inc.	Tyler	TX
Meals on Wheels of Benton County	Rogers	AR
Meals on Wheels of Chemung County, Inc.	Elmira	NY
Meals On Wheels of Coweta	Newnan	GA

Meals on Wheels of Greater Hyde Park, Inc.	Hyde Park	NY
Meals on Wheels of Greater Lynchburg	Lynchburg	VA
Meals on Wheels of Greenville, Inc.	Greenville	SC
Meals On Wheels of Hancock County, Inc.	Greenfield	IN
Meals on Wheels of Johnson & Ellis Counties	Cleburne	TX
Meals on Wheels of Lamoille County	Morrisville	VT
Meals On Wheels of Lehigh County, Inc.	Allentown	PA
Meals on Wheels of Long Beach, Inc.	Long Beach	CA
Meals On Wheels of NEPA, Inc.	Scranton	PA
Meals on Wheels of Norman	Norman	OK
Meals on Wheels of Northampton County	Bethlehem	PA
Meals on Wheels of Northwest Indiana	Merrillville	IN
Meals On Wheels of Rhode Island	Providence	RI
Meals On Wheels of Rowan, Inc.	Salisbury	NC
Meals On Wheels of Salem County, Inc.	Salem	NJ
Meals on Wheels of Shawnee and Jefferson Counties, Inc.	Topeka	KS
Meals On Wheels of Solano County, Inc.	Suisun City	CA
Meals on Wheels of Stark & Wayne Counties	Massillon	OH
Meals on Wheels of Staten Island, Inc.	Staten Island	NY
Meals On Wheels of Summerville, Inc.	Summerville	SC
Meals On Wheels of the Monterey Peninsula, Inc.	Pacific Grove	CA
Meals on Wheels of the Salinas Valley, Inc.	Salinas	CA
Meals On Wheels of Tippecanoe County	Lafayette	IN
Meals On Wheels of West Los Angeles	Los Angeles	CA
Meals On Wheels of Western Broome	Endicott	NY
Meals On Wheels PLUS of Manatee, Inc.	Bradenton	FL
Meals On Wheels Senior Services	Rockwall	TX
Meals On Wheels West	Santa Monica	CA
Meals On Wheels, Etc.	Sanford	FL
Meals On Wheels, Inc. of Tarrant County	Fort Worth	TX
Mecosta County Commission on Aging and Senior Center	Mecosta	MI
Medina County Meals on Wheels	Hondo	TX
Metro Meals On Wheels	Boise	ID
Mid-America Nutrition Program, Inc.	Ottawa	KS
Mid-East Area Agency on Aging	Manchester	MO
Mobile Meals of Spartanburg	Spartanburg	SC
Mobile Meals of Toledo, Inc.	Toledo	OH
Mobile Meals, Inc.	Akron	OH
Molalla Adult Community Center	Molalla	OR
Mountainland Association of Governments	Orem	UT
MOW- Older Adult Alternatives of Fairfield County, Inc.	Lancaster	OH
North Area Meals on Wheels, Inc.	North Syracuse	NY

North Georgia Community Action, Inc.	Jasper	GA
North of the River Meals on Wheels	Bakersfield	CA
Nutrition & Services for Seniors	Beaumont	TX
OCO - Nutrition Services	Fulton	NY
Orange East Senior Center	Bradford	VT
Ottawa County Senior Resources - Home Delivered Meals	Oak Harbor	OH
Parker County Committee on Aging	Weatherford	TX
Partners in Prime	Hamilton	OH
Pascack Valley Meals On Wheels	Westwood	NJ
Peninsula Volunteers, Inc. Meals on Wheels	Menlo Park	CA
Pickens County Meals On Wheels	Easley	SC
Plum Senior Center - Allegheny County Area Agency on Aging	Pittsburgh	PA
Pocahontas County Senior Citizens, Inc.	Marlinton	WV
Post Falls Senior Center	Post Falls	ID
Prairie Council on Aging	Jacksonville	IL
Raleigh County Commission on Aging	Beckley	WV
Red Lion Area Senior Center, Inc.	Red Lion	PA
Richland County Senior Nutrition Program	Richland Center	WI
Riverside Meals On Wheels, Inc.	Riverside	CA
Roderick Hayfork Senior Nutrition Center	Hayfork	CA
Routt County Council on Aging	Steamboat Springs	CO
SAGE Eldercare	Summit	NJ
Searcy County Senior Activity and Wellness Center	Harrison	AR
Senior Activity Center of Elkins	Elkins	AR
Senior Center of Boulder City, Inc.	Boulder City	NV
Senior Citizens Community Center	Paris	MO
Senior Connections, Inc.	Atlanta	GA
Senior Hub Meals on Wheels	Federal Heights	CO
Senior Life Resources, Meals On Wheels	Kennewick	WA
Senior Meals Program, Inc.	Grandville	MI
Senior Nutrition Services Region IV	Benton Harbor	MI
Senior Resource Association	Vero Beach	FL
Senior Resource Center	Hayward	WI
Senior Resource Development Agency	Pueblo	CO
Senior Resources, Inc.	Columbia	SC
Senior Services for South Sound	Olympia	WA
Senior Services of Alexandria	Alexandria	VA
Senior Services of Central Illinois	Springfield	IL
Senior Services of North Fulton, Inc	Alpharetta	GA
Senior Services Plus, Inc.	Alton	IL
SeniorCare Experts Home Delivered Meals	Louisville	KT
SeniorCare, Inc.	Gloucester	MA

Seniors First	Auburn	CA
Seniors First, Inc.	Orlando	FL
SeniorsPlus	Lewiston	ME
Services for the Elderly of Farmington	Unionville	CT
Silver Key Senior Services	Colorado Springs	CO
Spectrum Generations	Augusta	ME
Spectrum Generations Coastal Community Center	Damariscotta	ME
Springdale Senior Center / Meals on Wheels	Springdale	AR
St. Johnsbury Meals on Wheels and Meal Site	St. Johnsbury	VT
St. Vincent Meals On Wheels	Los Angeles	CA
State College Area Meals On Wheels, Inc.	State College	PA
Stoughton Area Senior Center	Stoughton	WI
Summers County Council on Aging	Hinton	WV
Summit County Community and Senior Center	Breckenridge	CO
Terre Haute Area Meals On Wheels, Inc.	Terre Haute	IN
The Visiting Nurse Association	Dallas	TX
Tri-County Office On Aging Meals On Wheels	Lansing	MI
Tri-Valley, Inc.	Dudley	MA
Trumbull Mobile Meals, Inc.	Warren	OH
TVCCA Senior Nutrition Meals on Wheels	Jewett City	CT
Twin Valley Seniors, Inc.	East Montpelier	VT
Visiting Nurse Service Meals On Wheels	Webster	NY
Volunteers of America - Senior Community Meals	Eckert	CO
Warren County Community Services, Inc.	Lebanon	OH
Washington County Senior Services	Okawville	IL
Waterbury Area Senior Citizens Association	Waterbury	VT
West Hills - Meals on Wheels	Coraopolis	PA
Western Clinton County Senior Services	Trenton	IL
Western Oakland Meals on Wheels	Commerce	MI
Western South Dakota Senior Services, Inc.	Rapid City	SD
Williamson - Burnet County Opportunities, Inc.	Georgetown	TX
Wood County Committee on Aging, Inc.	Bowling Green	OH
Wyandotte / Leavenworth Area Agency on Aging	Kansas City	KS
Ypsilanti Meals On Wheels	Ypsilanti	MI

Backup material for agenda item:

3. Presentation of Atlanta Regional Commission Section 5307 Grant Funds - Senior Center
Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Senior Center/Transit

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 6-16-2015

Item of Business/Agenda Title: Atlanta Regional Commission Section 5307 Grant Funds

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR Commission Action Needed

Is there a deadline on this item? If so, Explain:

Purpose of Request: Approval of Atlanta Regional Commission Section 5307 Grant Funds.

Department Recommendation: Recommend approval of Atlanta Regional Commission Funds

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? If Yes, Finance Authorization is Required Below.

Yes Explanation/ Additional Information: ARC has allocated \$36,948 for 2013-2015. County match would be \$9,238.

No

Amount Requested: \$9,238 match

Amount Budgeted: Match will be budgeted in FY 2016

Fund Name and Account Number: 250-00-5544-XXXXXX-000 budget process if approved.

Administration Staff Authorization

Dept. Head Authorization: Dawn Pruett

Date: 6-16-15

Finance Dept. Authorization: Dena Bosten

Date: 6-17-2015

County Manager Authorization: Cindy Campbell

Work Session Date: 6/25/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Atlanta Regional Commission Section 5307 Grant Funds _____

DATE: 6-16-2015 _____

BUDGET INFORMATION:

ANNUAL- _____

CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: July 2, 2015 _____

PURPOSE: Approval to accept funds from ARC to purchase a new shuttle van (bus) to be used for Senior Center/Transit.

HISTORY: Federal Transit Administration has allocated grant funds to Dawson County because a section of the County is now included in the urbanized area. These funds are passed through the Atlanta Regional Commission (ARC).

FACTS AND ISSUES: ARC has allocated funds to Dawson County for FY 2013, 2014, and 2015 in the amount of \$36,948, with a match required from Dawson County of \$9,238. Funds are available for six years.

-
-
- OPTIONS:**
1. Approve ARC Section 5307 Grant Funds
 2. Do not approve ARC Section 5307 Grant Funds

RECOMMENDED SAMPLE MOTION: Motion to approve ARC Section 5307 Grant Funds to purchase a new shuttle van/bus to be used for Senior Center/Transit.

DEPARTMENT: Senior Center/Transit

Prepared by: Dawn Pruett _____

Director: Dawn Pruett _____

Atlanta Regional Commission Section 5307 Grant Funds



DAWN PRUETT, TRANSIT DIRECTOR



Background



- The Atlanta Regional Commission (ARC) has allocated funds to Dawson County due to a small part of the County qualifying as urbanized.
- These funds are 80% Federal and 20% Local match.
- We have an allocation of funds from FY 2013 and 2014, and a partial allocation for FY 2015.
- Once accepted, we have the year allocated plus 5 years to use funds. (6 years total)
- Likely a reoccurring grant

Allocation



Funds	FY 2013	FY 2014	FY 2015 (Partial)
Federal 80%	13,386	14,188	9,374
Local 20%	3,347	3,547	2,344
TOTAL	16,733	17,735	11,718

TOTAL FEDERAL FUNDS AVAILABLE : \$ 36,948
TOTAL REQUIRED LOCAL MATCH: \$ 9,238

Plans



- Dawson Transit would like to use these funds to acquire a new transit shuttle van
- The bus would be a capital expenditure
- Looked into rebranding current shuttle vans
 - Since we acquire shuttle vans through our Section 5311 transit grant, only way to get the 5311 vans rebranded is to rebrand before they go into service
 - This grant (ARC) will not be awarded until after Dawson County receives its new van for this year (2015) and Dawson Transit cannot afford to wait to put into service

New Shuttle Van



- If Dawson County purchases a new van with these Section 5307 funds, the shares would change to 83% Federal and 17% Local match (3% decrease in local match)
- The new van would have to be ADA compliant for the local match to decrease
- Estimate cost of van would be approximately \$39,000
- Dawson County would own the van
- We would use the reoccurring grant funds for rebranding new 5311 vans and maintenance.
- Currently looking into shuttle van prices

Questions?

Backup material for agenda item:

4. Presentation of the GMRC - FY2016 DHS Coordinated Transportation Contract - Senior Center Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Senior Center/Transit

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 6-16-2015

Item of Business/Agenda Title:

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain:

Purpose of Request: Commission approval of FY2016 Contract

Department Recommendation: Recommend approval of Contract.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Based on previous contract for FY14 the county received \$37,934.53. Current

No contract for FY15 could reach \$61,000 based on funds already received and an estimation of those to come.

Amount Requested: Reimbursement basis

Amount Budgeted:

Fund Name and Account Number: 250-00-5540-016

Administration Staff Authorization

Dept. Head Authorization: Dawn Pruett Date: 6-16-2015

Finance Dept. Authorization: Dena Bosten Date: 06/19/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 06/25/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Georgia Mountain Regional Commission - FY 2016 DHS Coordinated Transportation Contract

DATE: 6-16-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: July 2, 2015

PURPOSE: Approval of GMRC-FY 2015 DHS Coordinated Transportation Contract.

HISTORY: Current contract continues Federal and State funds for senior aging trips. Contract for FY14 ended with \$37,934.53 funded to county. Analysis for FY2015 shows an estimated \$61,000 could be funded to county for trips provided by Transit and Senior Center.

FACTS AND ISSUES: Contract allows county to receive Federal and State funds for all senior aging trips provided by Dawson County Transit and the Margie Weaver Senior Center.

-
-
- OPTIONS:**
1. Approve FY 2016 DHS Coordinated Transportation Contract.
 2. Do not approve FY 2016 DHS Coordinated Transportation Contract.

RECOMMENDED SAMPLE MOTION: Motion to approve GMRC - FY 2016 DHS Coordinated Transportation Contract.

DEPARTMENT: Senior Center/Transit

Prepared by: Dawn Pruett

Director Dawn Pruett

**GEORGIA MOUNTAINS REGIONAL COMMISSION
P. O. Box 1720
Gainesville, GA 30503
770.538.2626**

**SECTION ONE
ADMINISTRATIVE INFORMATION**

GEORGIA MOUNTAINS REGIONAL COMMISSION Contract # _____

Contract Period – Beginning on July 1, 2015 and ending on June 30, 2016.

BETWEEN

The Administrative Entity – Georgia Mountains Regional Commission, hereafter referred to as the (RC)

AND

Dawson County Transit, hereafter referred to as the Transportation Provider

**SECTION TWO
DHS COORDINATED TRANSPORTATION CONTRACT FOR SERVICES**

THIS CONTRACT, entered into as of the 1st day of July 2015, by and between,
(hereinafter referred to as “Transportation Provider”)
and the
Georgia Mountains Regional Commission,
(hereinafter referred to as RC).

WITNESSETH THAT:

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION THREE

GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. Engagement of the Transportation Provider. RC hereby agrees to engage the Transportation Provider and the Transportation Provider hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Independent Transportation Provider. No provision of this contract, act of the Transportation Provider in the performance of this contract, or act of RC in the performance of this contract shall be construed as constituting the Transportation Provider as an agent, servant, or employee of RC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent Transportation Provider.
3. Scope of Services: The Transportation Provider shall, perform and carry out in a satisfactory and proper manner, as determined by RC, the work and services described in this contract and the following amendments hereto:

Attachment A	Program and Service Performance Requirements (including any special conditions associated with this contract)
Attachment B	Program and Service Reporting Requirements
Attachment C	Contract Assurance Requirements and Certifications
Attachment D	Transportation Provider Cost and Technical Proposals

4. Term and Time of Performance. The term of this contract runs from July 1, 2015 through June 30, 2016. The effective date of this contract is July 1st, 2015. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment “A” that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2016.
5. Method of Payment. The amount of this contract is calculated as a reimbursement for per-trip basis, as determined by agreement between the Transportation Provider and the Georgia Department of Human Services (Appendix). Total payments from the RC to the Transportation Provider shall not exceed the maximum payments noted in Appendix unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) Payments. Unless otherwise approved by RC and the funding agencies, the Transportation Provider shall be entitled to receive payments on the following basis:

- (1) **On or before the eighth day of the month** following the month for which reimbursement is requested, the Transportation Provider shall submit to RC, in a form acceptable to RC as specified in Attachment “B”, an invoice documenting actual trips incurred during that month for each cost center as specified in Attachment “A.”
 - (2) Upon the basis of RC’s determination to its satisfaction that the Transportation Provider is in compliance with the terms of this agreement, including but not limited to the Paragraph titled Subcontracts below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the reimbursement request by cost center, for the relevant month as specified hereinabove, RC will make payment to the Transportation Provider not more than once per month.
 - (3) RC may, at its discretion, disallow or delay payment of all or part of a request if RC determines that the Transportation Provider is not in compliance to RC’s satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by RC on or before the eighth day of the month reimbursement may be withheld until the following payment cycle.**
- (b) Final Payment.
- (1) The Transportation Provider reimbursement request for the last month of the contract term must be received by RC no later than eight days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. RC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
 - (2) The final request will be the request submitted on or before the eight day following the termination date. Adjusted reports received by RC on or before the tenth day after the contract termination will become the final request.
 - (3) Upon receipt by RC of the Transportation Provider final reimbursement request and all other required documentation, RC will review such documents and make comparisons among the costs authorized in Attachment “A” for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, RC will make either a final payment to the Transportation Provider for any allowable trips in excess of prior payments for each cost center or request from the Transportation Provider reimbursement of any overpayment. The Transportation Provider shall refund to RC any such overpayment within thirty (30) calendar days of notification by RC.

6. Formal Communication. All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Transportation Provider (executor) and RC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The Transportation Provider shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the RC Executive Director. The Transportation Provider executor and RC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.

7. RC's Designated Agent. According to Paragraph 6 above, RC's Executive Director hereby designates the RC's Planning Director as his agent for purposes of this contract only, except for executing amendments (Paragraph 32) or terminations (Paragraph 44) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the RC's Planning Director.

8. Review and Coordination. To ensure adequate assessment of the Transportation Provider program and proper coordination among interested parties, RC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Transportation Provider may be required to meet with designated representatives of the RC and the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the Transportation Provider.

9. Access to Records/Inspections/Right to Audit. The state and federal government and the RC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Transportation Provider and Subcontractor(s). Upon request of such records, the Transportation Provider shall immediately provide the records requested. Failure to provide such records and/or denial of access to the information requested may result in termination of the contract and withholding of any pending and/or future payments for services rendered until such time the Transportation Provider furnishes the records requested.

Reinstatement of payments to Transportation Providers who have been sanctioned as denoted above must be approved by the RC's Council at the next regularly scheduled meeting of the Board.

The Transportation Provider and Subcontractors record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is

started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

The Transportation Provider agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the Transportation Provider. The Transportation Provider agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The RC and the State Department of Human Services shall have the right to monitor and inspect the operations of the Transportation Provider and any Sub-Contractors for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The Transportation Provider agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department and/or RC will provide the Transportation Provider with a report of any findings and recommendations and may require the Transportation Provider to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Transportation Provider to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department and/or RC.

Effective July 1, 2014, the Council of the Georgia Mountains Regional Commission has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the RC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the RC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

10. General.

- (a) The Transportation Provider agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). The RC shall determine the appropriateness and application of such terms, provisions, and conditions. The Transportation Provider also agrees to carry out the program in compliance with

requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The Transportation Provider assures and certifies that it shall comply with all requirements imposed by RC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate.

- (b) The Transportation Provider agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the Transportation Provider agrees to execute a program which will:
- (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;
 - (2) remove individual and social barriers to economic and personal independence; and
 - (3) provide specified services to eligible individuals who reside within the planning area, with greatest social need being determined by advanced age (75 years or more);
 - (4) transport those deemed in need to scheduled sites.

11. Transportation Provider Personnel. The Transportation Provider represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of RC.

12. Standards for Service Performance.

- (a) The Transportation Provider shall perform all services in accordance with the definitions cited in Attachment "A" and as further defined in relevant notices issued by RC, or through RC from the Georgia Department of Human Services or the Administration on Aging, or the U.S. Department of Health and Human Services.
- (b) The Transportation Provider agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served will be made without prior written approval of RC as provided in the Paragraph titled Amendments, herein below.

13. Termination of Services to Clients. The Transportation Provider agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program

participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The Transportation Provider shall have procedural requirements which, at a minimum, include all of the safeguards and elements of the model Client Grievance/Complaint Procedure on file at RC and available from RC upon written request.

14. Reports. The Transportation Provider shall furnish RC with monthly invoices and travel logs, in such form as may be specified by RC and DHS, describing the work accomplished by the Transportation Provider. Such report(s) shall be furnished to RC within eight days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or RC holiday, the next RC workday shall be considered the due date.

15. Rights in Documents, Materials and Data Produced. The Transportation Provider agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of RC upon termination or completion of the work. RC shall have the right to use the same without restriction or limitation and without compensation to the Transportation Provider other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Transportation Provider or its Subcontractors. The Transportation Provider acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to RC.

16. RC's Right to Suspend Contract. The RC reserves the right to suspend the contract in whole or in part under this contract provision if it appears to the RC that the Transportation Provider is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the RC, in the programmatic performance or service delivery.

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

RC hereunder or by law. Failure to cooperate in the transition of services will result in the Transportation Provider becoming an ineligible contractor for a period of three (3) years from the end of this contract period.

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

19. Publicity.
 - (a) Transportation Provider must ensure that any publicity given to the program or services provided herein identify the RC and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Transportation Provider. Prior approval for the materials must be received from the RC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the Transportation Provider shall not display the RC or DHS's name or logo in any manner, including, but not limited to, display on Transportation Provider letterhead or physical plant, without the prior written authorization of the Executive Director of the RC and/or the Commissioner of DHS.

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

20. Inventions, Patents, Copyrights, Intangible Property and Publications. The Transportation Provider agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the RC. The RC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The RC, the federal agency and DHS will also determine how the rights to the invention or discovery,

including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the RC or DHS is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the RC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, RC, and/or departmental purposes.

Publications. All publications, including pamphlets, art work, and reports shall be submitted to the RC on disk or electronically.

21. Financial Management System. Transportation Provider certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate. In addition, the Transportation Provider agrees to accurately maintain its financial records for each cost center as specified in Attachment C in such form and utilizing such procedures as RC or the funding agencies may require. This includes, but is not limited to, the requirement that Transportation Provider financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Transportation Provider.
22. Employee's Rate of Compensation. The rate of compensation for work performed under this program by a staff member or employee of the Transportation Provider shall not exceed the compensation of such person that is applicable to his or her other work activities for the Transportation Provider. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. Financial Reports. In addition to other records required by this contract, the Transportation Provider agrees to provide to RC such additional financial reports in such form and frequency as the RC may require, in order to meet the RC's requirements for reporting to funding agencies.
24. Audits. *Transportation Providers that expend \$500,000 or more in State funds* during their fiscal year agree to have a single **entity-wide audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, OMB Circular A-133 entitled, "Audits of States, Local Governments, and Nonprofit Organizations." The audit-reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

*Transportation Providers expending \$100,000 or more in State funds during their fiscal year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit-reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.*

*Transportation Providers expending at least \$25,000 but less than \$100,000 in State funds during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year**. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.*

The Transportation Provider further agrees to submit the required audit or financial statement, within 180 days after the close of the Transportation Provider fiscal year to:

Georgia Mountains Regional Commission
P.O. Box 1720
Gainesville, GA 30503

Transportation Provider understands that according to the provisions of Title 50, Chapter 20, Sections 4 and 6 of the Official Code of Georgia, failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the Transportation Provider from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS or the State Department of Audits and Accounts.

Transportation Provider understands that failure to comply with the above audit and financial reporting requirements could cause RC to suspend payments, to terminate this contract, to require refund of all monies received under this contract, and to prohibit the Transportation Provider from receiving additional funding.

If Transportation Provider fails to provide a final audit statement as required under the contract's terms, the RC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Transportation Provider will become ineligible to receive RC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Transportation Provider control, the RC may extend the date of receipt of the final audit for a thirty (30) day period upon written request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the RC's Council with the Transportation Provider auditor present.

Reinstatement of payments to Transportation Providers who have been sanctioned as denoted above must be approved by the RC's Council at the next regularly scheduled meeting of the Board.

25. Interest of Transportation Provider. The Transportation Provider covenants that neither the Transportation Provider, nor anyone controlled by the Transportation Provider, controlling the Transportation Provider, or under common control with the Transportation Provider, nor its agents, employees or Subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Transportation Provider service hereunder in an impartial and unbiased manner. The Transportation Provider further covenants that in the performance of this contract no person having any such interest shall be employed by the Transportation Provider as an agent, Subcontractors or otherwise. If the Transportation Provider contemplates taking some action which may constitute a violation of this paragraph, and Transportation Provider shall request in writing the advice of RC, and if RC notifies the Transportation Provider in writing that the Transportation Provider contemplated action will not constitute a violation hereof, then the Transportation Provider shall be authorized to take such action without being in violation of this paragraph.
26. Interest of Members of RC and Others. No officer, member or employee of RC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of RC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising there from.
27. Officials Not to Benefit. No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she directly, or indirectly, has any involvement.
28. Restrictions on Hiring of RC Employees. The Transportation Provider and any associated Subcontractors shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the RC within a twelve (12) month period prior to the date of the contract. Further, any former RC employee that is hired, retained, or engaged having met the above 12-month restriction may not be directly involved with the management and performance of this contract without the express written approval of the RC Executive Director. Transportation Provider violation of this restriction shall be grounds for contract termination.

29. Project Administration.

- (a) The Transportation Provider agrees that the Transportation Provider executor is responsible for ensuring that all terms and conditions of the contract are fully met to RC's satisfaction.
- (b) The Transportation Provider agrees that all persons who administer the funds associated with this contract on behalf of the Transportation Provider will be responsible to the Transportation Provider executor.
- (c) The Transportation Provider agrees that the Transportation Provider executor and all persons who administer the funds associated with this contract on behalf of the Transportation Provider will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "A" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The Transportation Provider shall transmit written documentation of such bonding to RC, in a form satisfactory to RC, prior to receipt of any funds from RC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to RC, within 20 days after renewal.
- (d) The Transportation Provider agrees to administer the program in a manner satisfactory to RC and in accordance with relevant procedures, as determined by RC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- (e) The Transportation Provider shall at all times maintain during the term of this agreement policies of insurance covering any property acquired with funds made available by this agreement, as well as public liability insurance and Worker's Compensation Coverage with generally recognized, responsible insurance companies authorized to do business in the State of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as required by DHS and is stated in the DHS Transportation Manual, Vehicle Management Requirements and/or in amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Transportation Provider and its above, described property, as well as its employees, agents and volunteers, and shall provide coverage for the indemnification required pursuant to § 47, *infra*. Additionally, all such insurance policies maintained by the Transportation Provider shall be submitted to the Regional Commission for review, and shall include a clause which mandates notice to the Regional Commission at least thirty (30) days before the policy is terminated.

30. Subcontracts. Work or services to be performed under this (third party) contract by the Transportation Provider may be subcontracted (fourth party) under the following conditions:

- (a) The Transportation Provider agrees that the selection of Subcontractors requires competition between potential Subcontractors pursuant to 45 CFR 74 or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party Transportation Provider to applicable terms and conditions of this (third party) contract between RC and the Transportation Provider.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written RC approval prior to execution. RC approval shall not be unreasonably withheld.
- (d) A copy of all fourth party contracts shall be on file at the Transportation Provider office and available for review by RC monitors upon request.
- (e) The Transportation Provider will be responsible for the performance of any Subcontractors to whom any duties are delegated under any provision of this contract.
- (f) The Transportation Provider agrees to reimburse the RC for any federal or state audit disallowances arising from a Subcontractor's performance or non-performance of duties under this contract that are delegated to the Subcontractors.
- (g) If the Transportation Provider subcontracts for the provision of any deliverables pursuant to this contract, the Transportation Provider agrees to include the following in each subcontract:
 - (1) Stipulations that the Subcontractors is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 - (2) A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The Transportation Provider shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any Subcontractors who fail to adhere to the contract requirements. The Transportation Provider failure to proceed against Subcontractors will constitute a separate breach by the Transportation Provider in which case the RC may pursue appropriate remedies as a result of such breach.

Failure by the Transportation Provider to comply with the provisions of this paragraph in a timely manner as determined by RC may, at RC's discretion, result in disallowance or

delay in payment under the Paragraph titled Method of Payment or in termination pursuant to the Paragraph titled Termination for Cause.

31. Assignability. The Transportation Provider shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of RC.
32. Amendments. RC may require changes in this contract. Such changes, including any increase or decrease in the amount of the Transportation Provider compensation shall be incorporated in written amendments to this contract. Only RC's Executive Director may execute amendments to this contract on behalf of RC.
33. Disputes and Appeals. The RC Executive Director shall decide any dispute concerning a question of fact arising under this contract. Such questions must be submitted to the RC's Executive Director in writing via certified mail, return-receipt requested. The RC's Executive Director shall promptly reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the Transportation Provider within ten (10) business days after receipt of the question. The Transportation Provider agrees that the decision of RC's Executive Director shall be final and conclusive unless, within ten days of receipt of such copy, the Transportation Provider mails or otherwise furnishes a written request for appeal concerning the question of fact to RC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. Such requests must be mailed via certified mail, return-receipt requested to the attention of the RC's Council at ADDRESS. Both the Transportation Provider and RC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the RC's Council shall make its decision concerning the question of fact in writing to the Transportation Provider and to RC's Executive Director.

Pending final decision of an appeal to the RC's Council, the Transportation Provider shall proceed diligently with the performance of the contract and in accordance with CSRA's Board of Director's decision.

The Transportation Provider agrees that the decision of the RC's Council concerning the question shall be final and conclusive unless determined by the funding agencies, or the Comptroller General of the United States, or a court of competent jurisdiction after a hearing de novo (which in a court of law shall be without a jury) to be not supported by a preponderance of the evidence or not in accordance with the law.

The Transportation Provider shall have written procedures through which its Subcontractors (fourth party (ies)) may dispute and/or appeal decisions made by the Transportation Provider. The Transportation Provider shall furnish its appeal process to each of its subcontractor(s). The Transportation Provider shall provide written notice of such procedures and shall forward any and all correspondence related to such procedures and/or complaints to the RC's Executive Director.

34. Assurances. The Transportation Provider hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the Transportation Provider gives assurance and certifies with respect to this purchase of service agreement that:

For all purchase of service agreements:

- (1) It possesses legal authority to apply for this purchase of service agreement, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the Transportation Provider governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Transportation Provider to act in connection with the application and to provide such additional information as may be required, and, upon RC's approval of its application, that the person identified as the official representative of the Transportation Provider is authorized to execute a purchase of service agreement contract incorporating the terms of its application.

- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service Subcontractors, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Transportation Provider shall take affirmative action to ensure that qualified applicants are employed and qualified Subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the Transportation Provider has fifty or more employees

(regardless of the funding sources) and if the total compensation and reimbursement to be paid to the Transportation Provider as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the Transportation Provider certifies that: (A) It has developed a written Affirmative Action Program (AAP) which includes: an analysis of the Transportation Provider work forces showing by job category the extent to which minorities and females are being underutilized, and where minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The Transportation Provider agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The Transportation Provider shall in all solicitations or advertisements for Subcontractors or employees placed by or on behalf of the Transportation Provider, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Transportation Provider shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Transportation Provider shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Transportation Provider shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as RC or the funding agencies may require.

The Transportation Provider agrees to comply with such rules, regulations or guidelines as RC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.

- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with RC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through RC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through RC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by RC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase “Federal financial assistance” is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) For purchase of service agreements involving Federal financial assistance for construction, it will make certain that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency’s (EPA) list of Violating Facilities and that it will notify the fund agencies, through RC, of the receipt of any communication from the Director of the EPA office of Federal Activities indicating that a facility to be used in the program is under consideration for listing by EPA.
- (9) The Transportation Provider agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual’s records. The Transportation Provider further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (10) The Transportation Provider agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

- (11) The Transportation Provider agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and Act 457 of The 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Transportation Provider will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder. (Titles 13, 16, 35, 42, 43, 48, and 50 of the Official Code of Georgia Annotated, enacted effective July 1, 2007).

Transportation Provider further certifies by signing Annex BB, (Immigration and Security Form), it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq., Transportation Provider further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

Transportation Provider shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

35. Property Management Standards. The Transportation Provider agrees:

- (a) That all non-expendable personal property purchased, in total or in part, with funds received from the RC during the term of this contract and all previous contracts is property of the RC and is subject to the rules and regulations of the RC throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the RC.
- (b) To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services' DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. Transportation Provider understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- (c) That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the RC as indicated below:

Georgia Mountains Regional Commission

Attn: Danny Lewis
P.O. Box 1720
Gainesville, GA 30503

- (d) In the event that contract is terminated prior to expiration or is not renewed, Transportation Provider agrees to properly dispose of all RC property as follows:
- (1) Prepare Form 5086, Equipment Status Change form listing all RC equipment in the Transportation Provider possession and send this form to the RC for final disposal determination.
 - (2) Upon notification by the RC, Transportation Provider agrees to transport the RC's property to the RC's facility. Expenses incurred by the Transportation Provider in transporting this equipment may be charged to the terminated contract.

36. Federal Prohibitions and Requirements Related to Lobbying. Pursuant to Section 1352 of Public Law 101-221, the Transportation Provider agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Transportation Provider, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Transportation Provider shall file with RC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Transportation Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Transportation Provider under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

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

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

The Transportation Provider shall require that the prohibitions and requirements of this paragraph included in the award documents for all sub-awards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

37. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the Transportation Provider shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The Transportation Provider further agrees that it will include the requirement for the “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.
38. Compliance with Requirements of the Georgia Department of Human Services (DHS). The Transportation Provider shall be bound by the applicable terms and conditions of the purchase of service contract between RC and DHS, which is on file in the offices of RC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the Transportation Provider agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from RC.
39. Documentation of Rent Costs. All Transportation Provider-budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by

three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).

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

40. Criminal Records Investigation.

- (a) The Transportation Provider agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo both a driving history check and a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. In order to initiate this requirement, the Department will provide forms, which will include the required data from the applicant. The Transportation Provider agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said Center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations.
- (b) After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Department will review all information received and, if the crime is one which is prohibited by duly published criteria within the Department, or if the driving history of the applicant is such that the Department determines that the applicant should not be engaged for the position sought, the Transportation Provider will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.
- (c) The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by the Department or to personal care homes required to be licensed, permitted, or registered by the Department.

41. Other Requirements. In addition to other requirements of this contract, the Transportation Provider agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The Transportation Provider agrees that, if costs incurred by the Transportation Providers are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled Audits hereinabove or by RC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by RC, the Transportation Provider shall reimburse RC in full for any payment made by RC to the Transportation Provider for such disallowed costs within thirty days of receipt of such written demand.

42. State of Georgia Ethics Code Violations. The Transportation Provider understands that the State of Georgia's Department of Human Services' Division of Aging Services (the Department) is a primary source of funds for this contract agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Service's *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, the Department will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. The Department will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.
43. (Reserved)
44. Termination.
- (a) **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement to RC for services under this contract no longer exist or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the RC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- (b) **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the RC for failure of the Transportation Provider to perform any of the provisions hereof. Should the RC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The

Transportation Provider will be required to submit the final contract expenditure report no later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Transportation Provider shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

- (c) **For Convenience of the Transportation Provider.** This contract may be cancelled or terminated by the Transportation Provider without cause; however, the Transportation Provider must give written notice of its intention to do so to the RC at least sixty (60) days prior to the effective date of cancellation or termination.
- (d) **For Convenience of RC.** This contract may be cancelled or terminated by the RC without cause; however, the RC must give written notice of its intention to do so to the Transportation Provider at least thirty (30) days prior to the effective date of cancellation or termination.
- (e) Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
 - (1) Transportation Provider becomes insolvent or liquidation or dissolution or a sale of the Transportation Provider assets begins.
 - (2) Transportation Provider or any Subcontractors violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (3) Transportation Provider or any Subcontractors knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the RC or the Department of Human Services or to the RC or DHS's representatives.
 - (4) Transportation Provider has exhibited an inability to meet its financial or services obligations.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Transportation Provider under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 - (6) An assignment is made by the Transportation Provider for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Transportation Provider.

- (8) The RC deems that such termination is necessary if the Transportation Provider or any Subcontractors fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the RC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Transportation Provider is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
45. Transportation Provider/Subcontractors License Requirements. The Transportation Provider agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The Transportation Provider is responsible to ensure that Subcontractors are appropriately licensed. The Transportation Provider agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
46. AIDS Policy. Transportation Provider agrees, as a condition to provision of services to the RC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Transportation Provider is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the Transportation Provider deems necessary. The Transportation Provider further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the Transportation Provider is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

Transportation Provider agrees, as a condition to provision of services to the RC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Transportation Provider is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the Transportation Provider deems necessary. The Transportation Provider further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related

services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the Transportation Provider is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

47. Indemnification of RC. Transportation Provider hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, the Georgia Mountains Regional Commission and any Agency on Aging located within the Georgia Mountains Region, their officers and employees (collectively "indemnities") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, contract rights, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Transportation Provider, its agents, employees, Subcontractors, or others working at the direction of Transportation Provider or on Transportation Provider behalf, **due to any negligent act or omission of the Indemnities**, or due to any breach of this Contract by Transportation Provider; (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Transportation Provider, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Transportation Provider.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the Transportation Provider agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Transportation Provider and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating there under, to the full extent of this indemnification.

The Transportation Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

48. Conformance of Agreement with the Law. It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
49. Enforcement. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Hall County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Transportation Provider and the RC have executed this contract as of the day first above written.

(V3)

Address for Official Notices:

(Ven Add)

ATTEST:

By: _____

Title

Print Name

Date _____

CONTRACTING AGENCY'S NAME

GEORGIA MOUNTAINS REGIONAL COMMISSION
P.O. Box 1720
Gainesville, GA 30503

ATTEST:

By: _____

W. Danny Lewis, Executive Director

By: _____

Sam Norton, GMRC Chairman

Print Name

Date _____

ATTACHMENT A
PROGRAM AND SERVICE PERFORMANCE REQUIREMENTS

- I. General: The work to be accomplished by the Transportation Provider will be in the form of purchased unit of service i.e. trips hereafter referred to as its “cost(s).” Work is to be provided in accordance with Department of Human Services terms and conditions, to be reimbursed at a per trip rate as follows:\$7.75 Aging/Core Trip; \$9.75 DFCS.

- II. Area Covered: The Transportation Provider shall perform all the services provided for under this contract within and respecting the following geographic area, herein called the “service delivery area.”

Dawson County, Georgia

- III. Work Services: As a provider under this contract, the Transportation Provider shall be responsible for the execution of transportation services as identified under their FTA Section 5310 Program Grant Application and FY16 Technical Proposal as agreed with the Department of Human Services. (Copies on file at the RC and with DHS) A general description of program parameters is provided below. Any variances from this should be stipulated within the agreed upon FTA Section 5310 Program Grant Application and FY16 Technical Proposal as signed by DHS and the Transportation Provider.

General Program and Services Description

Days and Hours of Service

Services are to be made available five (5) days per week. Maximum usage is between the hours of 8:00AM and 4:00 PM, Monday through Friday; however, the Transportation Provider is requested to provide scheduled trips beyond these core hours and days as demand warrants to meet the needs of DHS consumers when economically feasible. Each Human Service Provider will identify any special trip needs that may occur during and outside of the core hours and communicate with the Transportation Provider to effectively operate the program.

Telephone Requests

The Transportation Provider responds to telephone requests from 8:00 AM to 4:00 PM, Monday through Friday and maintains a daily log record of all telephone requests received. **The Transportation Provider agrees to have an answering system available 24 hours which will give general information and hours of operation and take messages concerning transportation service.**

Trip Type

The various Human Service Providers require the following trip types identified below:

Subscription Service Trips -Subscription service is a route or schedule that is prearranged to meet the repetitive travel needs of riders. Transportation Provider meet individually with each participating agency at the commencement of the contract to identify subscription or regularly scheduled routes and users. Thereafter, agencies may communicate changes to subscription orders by telephone, facsimile, or mutually acceptable means. The Transportation Provider coordinates all routes and schedules, integrating passengers from multiple agencies, when feasible, to the maximum extent possible on a single vehicle route.

Scheduled Response Service - The Transportation Provider accepts reservations for scheduled response service between 8:00 AM and 4:00 PM, Monday through Friday. Reservations are made one working day in advance of the trip. The dispatcher maintains a reservation log, recording the name, address, and telephone number of the caller and the requested pick up times and locations for both the originating and the return trips. If the trip cannot be accommodated, the dispatcher notes this on the reservation log along with the reason, and notifies the referral source and the coordinator within three hours.

Demand Response Service -The Transportation Provider accepts calls for demand/response service between 8:00 AM and 4:00 PM, Monday through Friday. The Transportation Provider is required to provide for the handling of unplanned and unscheduled trips. Requests with less than 24-hour advance notice may be worked into the schedule. An attempt must be made to work all trips into the schedule with full responsiveness given to emergency or urgent situations and importance of request. If the trip cannot be accommodated, the dispatcher shall note this on the reservation log along with the reason why the trip could not be accommodated and notify the human service provider within three hours or an agreed upon time period.

Service Delivery

The Transportation Provider is required to adhere to the following service delivery procedures:

On-time Performance - The vehicles must be on time, unless there are extenuating circumstances beyond the Transportation Provider or driver's control. A 95% on-time performance rate is required. A twenty (20) minute pick-up and delivery window will be allowed (10 minutes before pick up time and 10 minutes past pick up time.) The Transportation Provider must give notification to the customer in the event of unavoidable delays.

No Shows - Drivers must wait five (5) minutes after the appointed pick up time before a passenger can be considered a no-show. Any no-show of an agency

passenger must be reported to the respective human service provider within three (3) hours, or an agreed upon time period. Upon notification of a no-show, the human service provider makes a decision regarding continued attempts to transport. The Transportation Provider shall **discontinue providing transportation to consumers who have three consecutive no-shows (without a cancellation by the human service provider)**. The Transportation Provider is required to send the HSP a notice stating that the consumer has had three consecutive no-shows and the date of cancellation of services. The HSP must complete a new trip order form, in order for transportation to resume. The Transportation Provider shall notify the DHS Regional Transportation Coordinator of any passenger that has three consecutive no-shows. DHS is responsible for payment on no-show passengers for which services are ordered as long as notification requirements are met. Failure of the Transportation Provider to notify will result in non-payment for no-shows.

Problems with Passengers - The Transportation Provider shall inform the appropriate HSP representative regarding any difficulties experienced in transporting an HSP client, whether related to safety, behavior or other reason.

Eligibility Determination

Consumers may qualify for transportation services under a variety of programs administered by the Department of Human Services (DHS). Program staff at the local level determines eligibility. Eligibility criteria vary between Divisions within DHS.

Other Locally Specified Requirements

Driver Education and Training – To provide efficient transportation services to consumers, drivers should be educated regarding the various DHS services (reasons for the transportation need). The participating Human Service Providers will each provide a five to ten minute overview of their agency, their consumer base, their expectations, and their need for transportation services.

1. All drivers utilized by the Transportation Provider to deliver transportation services to DHS consumers must have successfully completed all of DHS training requirements, which include but are not limited to: General Orientation; Consumer Service, Courtesy, and Sensitivity Awareness (CCSA); Defensive Driver Training; Basic First Aid; and CPR.
2. The Transportation Provider shall attend all regularly scheduled and/or called RC-sponsored meetings and training sessions.
3. The Transportation Provider shall be responsible for developing, maintaining, and fulfilling all written working agreements called for in each cost center.

4. The Transportation Provider shall encourage and document efforts to generate the program income budgeted in each sub-element.
5. The Transportation Provider shall implement the automated client tracking system and shall do so consistent with the policies and procedures promulgated by the RC.
6. The Transportation Provider shall notify RC promptly of any changes in service delivery, organization or sites.
7. The Transportation Provider shall do, perform, and carry out, in a satisfactory manner, as determined by RC, the goals and objectives as submitted in the Provider's FY 2016 Request for Proposal. The proposal by reference is an official contract document.

ATTACHMENT B REPORTING REQUIREMENTS

Reporting Requirements: As a provider under this contract, the Transportation Provider shall be responsible for implementing the following reporting requirements.

Trip Activity Reporting Form (Summary of Site Activity)

This form, as provided by the Department of Human Services, will be completed and returned before payment will be processed.

DHS Approved Payment Invoice

This form, as provided by the Department of Human Services, will be completed and returned before payment will be processed.

Other Requirements

The Transportation Provider agrees that RC may withhold reimbursement if compliance is not maintained with reporting requirements stated above or if satisfactory explanations are not provided regarding the provision of units of service and dollars expended.

The RC may withhold reimbursement if satisfactory explanations are not provided regarding the provision of units and ratio of dollars expended.

Transportation Provider must report utilizing the Unit Cost Methodology and/or Line Item budgets reporting requirements.

Copies of additional financial information and records may be requested as needed for auditing purposes or for ultimate contract compliance with the Department of Human Services.

ATTACHMENT C - CONTRACT ASSURANCES

Transportation Provider Certifications. Transportation Provider certifications submitted to the RC in compliance with RC RFP requirements are included by reference as contract requirements and appear in paragraphs 34-42 of this contract.

**ATTACHMENT D- TRANSPORTATION PROVIDER COST AND TECHNICAL
PROPOSALS**

The Transportation Provider shall do, perform and carry out in a satisfactory and proper manner, as determined by RC, the work and cost submitted in Attachment A, which is on file at the RC and made a part hereof.

- Transportation Provider Request for Proposal for FY 2015 (Program Narrative & Appendices are official source documents of said contract
- Unit Cost Methodology Spreadsheet

On file at:

GEORGIA MOUNTAINS REGIONAL COMMISSION
1310 W. Ridge Road
P.O. Box 1720
Gainesville, GA 30503

Backup material for agenda item:

5. Presentation of the 2015 ACCG Health Promotion & Wellness Grant - Director of Administration David McKee



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Human Resources

Presenter: Director of Administration David McKee

Submitted By: Director of Administration David McKee

Date Submitted: 06/23/15

Item of Business/Agenda Title: Presentation of the ACCG Health Promotion & Wellness Grant

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR X Commission Action Needed.

Is there a deadline on this item? If so, Explain: Approval to apply must be done at the June 25th Work Session. Application deadline is July 1st.

Purpose of Request: Seek approval to apply for the 2015 ACCG Health Promotion & Wellness Grant and for Chairman Berg to sign grant contract if awarded.

Department Recommendation: Staff recommends approval

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

X No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: Grant allows for up to \$20 per covered member. No County match is required.

No

Amount Requested: Award amount will vary based on number of participants Amount Budgeted: N/A

Fund Name and Account Number: 250-00-1540-XXXXXX-015

Administration Staff Authorization

Dept. Head Authorization: David McKee Date: 06/23/2015

Finance Dept. Authorization: Dena Bosten Date: 06/24/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 06/25/2015

Comments: _____

Attachments: Grant Application



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: 2015 ACCG Health Promotion & Wellness Grant

DATE: 06/23/2015

BUDGET INFORMATION:

ANNUAL-
CAPITAL-

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

COMMISSION ACTION REQUESTED ON:

PURPOSE: Approval to apply for the 2015 ACCG Health Promotion & Wellness Grant and for Chairman Berg to sign grant contract if awarded.

HISTORY: Offered annually to assist ACCG members in establishing or improving their existing workplace health promotion & wellness programs

FACTS AND ISSUES: Dawson County agrees to fulfill the ACCG – GHBP Health Promotion & Wellness Grant requirements as outlined in the attached 2015 Grant Requirements. If awarded, Dawson County may receive up to \$20.00 per covered employee to apply toward approved employee health promotion and wellness activities.

OPTIONS: 1. Approve to apply for the 2015 ACCG Health Promotion & Wellness Grant and for Chairman Berg to sign grant contract if awarded.

2. Do not approve to apply for the 2015 ACCG Health Promotion & Wellness Grant

RECOMMENDED SAMPLE MOTION: Motion to approve to apply for the 2015 ACCG Health Promotion & Wellness Grant and for Chairman Berg to sign grant contract if awarded.

DEPARTMENT:

Prepared by: Danielle Yarbrough

Director David McKee



50 Hurt Plaza
Suite 1000
Atlanta, GA 30303
p 800.858.2224 f 404.522.1897
accg.org

DATE: JUNE 1, 2015

TO: ACCG - GHBP INSURANCE CONTACTS & HEALTH PROMOTION CHAMPIONS

FROM: BEN PITTARELLI, HEALTH PROGRAM & INSURANCE MARKETING DIRECTOR

**SUBJECT: 2015 ACCG - GROUP HEALTH BENEFITS PROGRAM
HEALTH PROMOTION & WELLNESS GRANT**

The ACCG - Group Health Benefits Program (ACCG - GHBP) and Local Government Risk Management Services Health Promotion Services (LGRMS/HPS) will award the **ACCG - GHBP Health Promotion & Wellness Grants** to approved member applicants during 2015. The ACCG is sponsoring this program to assist members in establishing or improving their existing workplace health promotion & wellness programs.

Health services research has clearly shown that targeted employee health promotion programs stabilize health care expenses and contribute to the quality of life of your employees. Through your participation, the ACCG - GHBP sponsorship and the LGRMS consultation will help your organization to have a positive impact on health expenses and employee productivity.

To be eligible for funding, members must agree to meet the following key criteria:

- Complete the enclosed questionnaire and application. Additional pages may be attached as needed. The 'approved' questionnaire and application becomes the member's agreement to meet all of the ACCG - GHBP Health Promotion & Wellness Grant qualifications.
- Agree to fulfill the ACCG - GHBP Health Promotion & Wellness Grant requirements as outlined in the attached 2015 Grant Requirements.

All applicants will be evaluated based on the above criteria, financial need and demonstrated support of employee wellbeing. All award recipients will receive an initial grant amount and remaining grant amount after the Mid-Point Check has been submitted. Collectively, selected members may receive up to \$20.00 per covered employee to apply toward the approved employee health promotion and wellness activities and may qualify for access to Health Risk Appraisals at no charge to the county/authority. The grant process will be administered by LGRMS.

Applications must be submitted on or before July 1, 2015.

Direct any questions about the ACCG - GHBP Health Promotion & Wellness Grant to Sherea Robinson, LGRMS - HPS Manager. She can be reached at 678-686-6281, toll-free 800-650-3120 or email srobinson@gmanet.com.

cc: Chairman or Director
Sherea Robinson, LGRMS



Health Promotion & Wellness Program

2015 GRANT QUALIFICATIONS

TO APPLY FOR THE ACCG - GHBP HEALTH PROMOTION & WELLNESS GRANT

- a) Must be enrolled in the ACCG - Group Health Benefits Program as of July 1, 2015.
- b) Complete the *Health Promotion & Wellness Grant Questionnaire*.
Attach additional pages as needed.
- c) Consent to meet the requirements of the *Health Promotion & Wellness Grant*
as an approved applicant.
- d) Signature on the *Health Promotion & Wellness Grant Application* signifies agreement
to comply with the requirements of the Health Promotion & Wellness Program.
- e) Complete Health Promotion Grant Questionnaire & Application and submit on or
before **July 1, 2015** to:

Ms. Penny Henderson
ACCG Insurance Programs
50 Hurt Plaza, Suite 1000
Atlanta, GA 30303



Health Promotion & Wellness Program

2015 GRANT REQUIREMENTS

FOR APPROVED APPLICANTS

1. Designate a "Health Promotion Champion" to oversee the county's/authority's health promotion programs/activities.
2. The designated Health Promotion Champion must attend one of the scheduled LGRMS - HPS Wellness Champion & Leader Training workshops. The various dates and locations of the workshops will be announced in the letters notifying members of their award.
3. County/Authority management will:
 - Distribute an initial Grant Press Release to local media and all employees announcing support of the program. The press release will be given to Health Promotion Champions at the *Wellness Champion & Leader Training* workshop.
 - Implement at least two communications to employees promoting the *BlueCross BlueShield of Georgia 24/7 NurseLine* and four other BCBSGa health communications during the year.
4. Work with LGRMS - HPS to provide a health assessment and counseling program using a Health Risk Appraisal with blood pressure screening and health improvement counseling / feedback for all participants. (All data will be confidentially handled by a third-party vendor with only group data available to the county/authority and LGRMS - HPS). LGRMS - HPS will assist award recipients in the use of individual Health Risk Assessments.
5. Implement a Workplace Wellness Policy.
6. Offer at least two other of several approved health promotion programs to all employees: immunization program (flu shots), self-care training to employees, self-care booklets, cancer screenings, CPR/First-Aid training, tobacco use reduction program, nutrition-weight programs, stress management programs, etc.
7. At the scheduled LGRMS - HPS Wellness Champion & Leader Training workshop, the designated Health Promotion Champion must complete a Workplace Health Promotion Action Plan to include awareness, communication, prevention programs, behavior change, HIPPA, etc.
8. The designated Health Promotion Champion must complete and submit a Mid-Point Check Year-End Activity Report and a Grant Requirement Questionnaire on the health promotion activities conducted.



Health Promotion and Wellness Program

2015 GRANT QUESTIONNAIRE

Please Complete the Following Organizational Information:

Applying Organization: Dawson County Government
 Address: 25 Justice Way, Suite 2233, Dawsonville, GA 30534
 Phone # 706 - 344 - 3501 Fax # 706 - 344 - 3889
 County/Authority Administrator/Manager: Cindy Campbell
 Email Address of Administrator/Manager: ccampbell@dawsoncounty.org
 Number of Employees with ACCG – GHBP / BCBSGa Health Insurance: 211

QUESTIONS ON CURRENT HEALTH PROMOTION AND WELLNESS PROGRAMS/ACTIVITIES:

- In the past has the county/authority provided any employee health promotion or wellness programs/activities? If so, what and when? Yes - Health Fairs (06-08), Flu Shots (06-09), Weight Watchers at Work (07-09), H1N1 Vaccines (09), and a recent Wellness Fair in May which included 20+ health vendors and 123 employees participating.
- Do you currently offer or have in place any employee health promotion or wellness programs/activities? If so, what? Over 100 Fitbits were given out to Dawson County employees at the recent Wellness Fair, and an online County program started to encourage daily activity. Free CPR training is also offered to all employees at least once a year.
- Does the county/authority support employee participation in health promotion or wellness programs/activities such as blood drives, Walk for the Cure, Diabetes Walks, March of Dimes, etc? Yes - Monthly emails are sent to all employees with the location and time of Red Cross and Life South Blood Drives. A Life South bus was present at our recent Wellness Fair, and we proudly have two Relay For Life teams
- Do you currently have any budgeted funding for health promotion or wellness programs/activities? If so, how much? each year.
Yes - \$1,500.00

5. Has the county/authority previously received the ACCG - GHBP Health Promotion & Wellness Grant?

- YES To be considered for the ACCG - GHBP Health & Wellness Promotion Grant, applicant must attach a general proposal outlining the activities planned for 2015.
- NO No further information is needed at this time.



2015



ACCG – Group Health Benefits Program
Health Promotion & Wellness Program

Grant Application

The Chairman or Director of Dawson County/Authority
(NAME OF COUNTY OR AUTHORITY)

hereby acknowledges and verifies that they have read, support, and agree to fully comply with all of the requirements and activities of the ACCG – GHBP Health Promotion & Wellness Grant Program.

The designated Health Promotion Champion is: David McKee
(CHAMPION OVERSEES COUNTY/AUTHORITY HEALTH PROMOTION & WELLNESS PROGRAM)

Health Promotion Champion's Title & Email Address: dmcKee@dawsoncounty.org

The appointed ACCG – GHBP Insurance Contact is: Danielle Yarbrough
(INSURANCE CONTACT RECEIVES ACCG - GHBP & BCBS INFORMATION)

Insurance Contact's Title & Email Address: HR Director - dyarbrough@dawsoncounty.org

CHAIRMAN OR DIRECTOR (SIGNATURE)

DATE

All of the ACCG & LGRMS requirements must be met if chosen as a grant recipient. Collectively, selected members may receive up to \$20.00 per covered employee for implementation of approved health employee promotion and wellness activities and access to free Health Risk Appraisals.

For further assistance Sherea Robinson, LGRMS Health Promotion Services, can be contacted at 678-686-6281, toll-free 800-650-3120 or email srobinson@gmanet.com.

The Health Promotion Grant Application and Questionnaire must be completed and submitted to Penny Henderson at ACCG on or before **July 1, 2015** to be eligible. *Originals are not necessary.*

Email phenderson@accg.org, fax 404-522-1897 or mail to ACCG, 50 Hurt Plaza, Suite 1000, Atlanta, GA 30303.



DAWSON COUNTY BOARD OF COMMISSIONERS

June 25, 2015

Mike Berg
Chairman

Gary Pichon
Commissioner
District One

James Swafford
Commissioner
District Two

Jimmy Hamby
Commissioner
District Three

Julie Hughes Nix
Commissioner
District Four

Cindy Campbell
County Manager

Danielle Yarbrough
County Clerk

Penny Henderson
ACCG Insurance Programs
50 Hurt Plaza, Suite 1000
Atlanta, GA 30030

RE: 2015 Health Promotion & Wellness Grant Application

Ms. Henderson:

Please accept the outline below as a preliminary schedule for Dawson County's Wellness Program in 2015 as required by the ACCG Health Promotion & Wellness Grant Application.

- Summer 2015- Walking/Fitness Program
 - Participants will be able to compete in miles walked and minutes exercised or only participate if they desire
 - Activity is tracked by Fitbit devices distributed at a recent wellness fair
- Fall 2015- County Employee Wellness Fair
 - Free to all employees and dependents that are covered under the County's Health Insurance Program
 - Participants will be able to complete biometric testing, blood pressure checks, glucose checks, carotid artery screenings, and visit numerous health and wellness booths to include massage therapy, local gyms, mental health professionals, Weight Watchers, self-care training, self-care booklets, and stress management programs.
 - Fall 2015- Flu Shot Vaccines- All County employees will receive a free flu shot if desired.
- Fall 2015- Weight Watchers at Work
 - Dawson County will pay for half the cost of program for each employee who participates
- Fall 2015- Blood Drive with either Red Cross or Life South

If you need any additional information, please feel free to contact me at your convenience.

Thank you for your consideration.

David McKee
Dawson County Director of Administration

Dawson County
Government Center
25 Justice Way
Suite 2313
Dawsonville, GA 30534
Phone 706-344-3500
Fax 706-344-3889

Backup material for agenda item:

6. Presentation of the Vehicle Replacement and Maintenance Policy Update - Director of Administration David McKee



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Administration

Presenter: McKee

Submitted By: D. McKee

Date Submitted: 6-16-2015

Item of Business/Agenda Title: Vehicle Replacement and Maintenance Policy update

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR

Commission Action Needed.

Is there a deadline on this item? If so, Explain: No

Purpose of Request: Update the vehicle replacement policy

Department Recommendation: Review and approve the updated policy revision

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 6-16-2015

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Cindy Campbell

Work Session Date: 06/25/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Vehicle Replacement and Maintenance Policy update

DATE: 6-16-2015

BUDGET INFORMATION:

ANNUAL- _____

CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 7-2-2015

PURPOSE: Review the updated vehicle replacement policy. As funding becomes available, staff has updated the guidance policy on the replacement guidelines.

HISTORY: The Board of Commissioners was presented the current policy which was approved in March of 2009. The policy lists replacement by mileage and or number of years in service. The replacement policy was approved, however, the funding was not available to create a replacement fund as outlined in the policy.

FACTS AND ISSUES: Current County fleet is aging and policy guidance is needed to replace vehicles. The current replacement criteria is as follows: Sheriff Patrol 4 yrs, 125k miles; Sheriff Non-Patrol 7 yrs, 150k miles; all other County vehicles 10 yrs, 150k miles. Fleet Maintenance currently maintains more accurate records utilizing the fleet management software purchased in 2009.

OPTIONS: Review and approve the updated vehicle replacement and maintenance policy as drafted; leave the replacement criteria as is with no changes; recommend alternate changes.

Policy Change is as follows: Sheriff Patrol 6yrs, 150k miles; Sheriff Non-Patrol 10 yrs, 175k miles; all other County vehicles 10 yrs, 175k miles

RECOMMENDED SAMPLE MOTION: Motion to approved the updated Vehicle Replacement and Maintenance Policy as drafted.

DEPARTMENT: Administration

Prepared by: D. McKee

Director David McKee



<p align="center">DAWSON COUNTY GOVERNMENT GENERAL ORDER</p>	<p>Date of Issue: 5-1-2009</p>	<p>Effective Date: 5-01-2009</p>	<p>Revision Date 6-16-2015</p>
<p>Subject: Vehicle Replacement and Maintenance</p>	<p>Number: CA-140</p>		
<p>Index as: County vehicles, County owned vehicles, County leased vehicles and personal vehicles used for County business</p>	<p>VERSION:0212B</p>		

<p>Special Instructions:</p>	<p>Amends:</p>	<p>Rescinds:</p>
<p>Distribution: General</p>		

Purpose: The purpose of this policy is to develop a long-range vehicle replacement plan which would allow Dawson County to replace vehicles in accord with the normal useful life of each vehicle. This policy establishes a sound business approach associated with the cost and benefits of equipment and its capabilities, funding purchases through a “pay-as-you go” methodology, and making decisions on replacements considering the level of usage and demonstrated needs. This policy applies to all departments that are assigned and operate County owned vehicles. The Fleet Administrator shall be responsible for maintaining a Five-year Annual Replacement Plan for all vehicles. This policy does not apply to vehicles that are

purchased with funds or methods from Grants, SPLOST, Impact Fees, seizures or donated vehicles.

- A. **Criteria for Replacement:** Vehicle replacement purchases should be based upon a cost/benefit analysis which shall include the life cycle costs associated with the specific vehicle model as it relates to its intended use. Fuel efficiency should be considered in this evaluation.

The Fleet Administrator shall be responsible for maintaining data on all county owned vehicles. This data shall include the following: vehicle identification, repair costs, life expectancy and budget requirements. The data shall be reported in the following format:

ID# - This is the vehicle's identification number.

Make/Model/ VIN# - The manufacturer, model name and vehicle identification number.

Miles - The number of miles of the vehicle at the time of data collection

Age (years) - The estimated number of life years a county vehicle should remain in service.

Assigned To - The individual that is responsible for the vehicle on a daily basis.

Remaining Miles - The estimated remaining miles before a county vehicle should be removed from service. The County mileage benchmark can be found below.

Average Miles - The average number of miles a vehicle is driven per year

Years Remaining - If the vehicle continues to be driven at its annual mile average rate, the "years remaining" represents the number of years the county vehicle can cost-effectively be kept in service.

Replacement Cost - The estimated vehicle replacement costs. This cost should be based in part on Georgia's state contract.

Budget - The amount necessary to purchase a replacement vehicle on a projected date.

An effective vehicle replacement program balances three factors to determine the best time to replace a fleet vehicle: cost of the new vehicle; cost of maintaining the vehicle being replaced; and proceeds from disposal of vehicle being replaced. The goal of the replacement then will be to minimize the first two factors while maximizing the third factor. In order to accomplish this goal, the following criteria shall be considered:

Mileage and age of vehicles are general criteria for initial replacement review. Other factors that may be considered are: historical repair costs, safety issues, downtime,

potential repairs or overhauls, post-accident vehicle performance, etc. The general replacement criteria are listed below:

1. Minimum requirements for Law Enforcement vehicles:
 - i. Patrol/pursuit vehicles : 6 years / 150,000 miles
 - ii. Non-patrol and administrative vehicles: 10 years / 175,000 miles
2. Other County vehicles: 10 years / 175,000 miles

B. Other Criteria: The above is only a guide as there may be occasional problematic vehicles in the County inventory that should be replaced earlier. Furthermore, there may be others whose usefulness can be extended beyond these specifications. All must be evaluated on a case by case basis. To be considered for replacement, the Department Head and/or Elected Official must conduct a vehicle replacement review to verify their vehicle replacement needs. After the department's review, the findings shall be forwarded to the County Manager for budget consideration and replacement approval. The following guidelines shall also be considered during the department's vehicle replacement review :

1. Vehicle has not reached the age/mileage threshold, but requires excessive repairs greater than 50% of the vehicle's fair market value;
2. Vehicle's lifetime repair costs exceed 80% of its purchase price;
3. Replacement parts are no longer available; and/or
4. Vehicle's fair-market value is less than \$2,500

C. Surplus Vehicles: Upon receiving the replacement vehicle, each department will place the original vehicle into a surplus status within the fleet inventory and the Fleet Administrator will determine if the vehicle is placed in the pool inventory or surplus for sale. Each surplus vehicle shall be stored at the County's impound lot as directed by the Fleet Administrator until the next County surplus auction. If another department requests the use of a pool or surplus vehicle, a request/approval shall be made to/by the County Manager or designee prior to the vehicle's reassignment/use. The Fleet Administrator or designee shall be responsible for all keys/tags associated with a pool/surplus vehicle.

The Fleet Administrator and the Chief Financial Officer (CFO) will prepare the listing of surplus vehicles and present these to the Board of Commissioners (BOC) for approval to surplus and sale.

D. Annual Surplus Auction: All surplus units will be sold at auction using the GOV Deals system by the Fleet Administrator and the Chief Financial Officer (CFO) or a public auction at the discretion of the County Manager in accordance with Georgia Law.

E. Fleet

The County shall determine and purchase vehicles that meet the requirements of the user department. The vehicles specified will meet current make and models produced. All vehicles shall be purchased in accordance with the County's Purchasing and County's Vehicle policies. No used vehicles may be purchased without prior inspection and approval of the County Manager or designee. Every attempt will be made to standardize vehicle manufacturer and model for purpose of reducing spare parts inventory and the need for specialized maintenance equipment and tools.

G. Basic Equipment

The Department Head/Elected Official will determine the appropriate basic vehicle equipment after discussing the usage of the vehicle with the end user. Attempts will be made to eliminate optional features to reduce cost while providing adequate features (packages) for the use of the vehicle. The County Manager will make final determination of any disagreement on basic vehicle equipment within budgetary constraints.

H. Alternate Fuel

When an alternate fuel vehicle is available within the same class of vehicle, a bid will be solicited for both conventional fuel and an alternate fuel model. The Department head will consider the viability of both options. The user department should take into account the initial cost of the vehicle as well as the operating and maintenance cost of the vehicle over time.

I. Preventative Maintenance

To assure all vehicles are reliable and the County can expect minimal repair costs while maximizing the residual value of a vehicle, the Fleet Administrator is responsible for assuring that vehicles are continually serviced, operable, and properly utilized.

1. Maintenance includes inspection, repair, testing or performance analysis or scheduled activities as recommended by the manufacturer.
2. The Fleet Administrator is responsible for enforcing preventative maintenance, scheduled maintenance in accordance with manufacturer's recommendations.
3. In the absence of a manufacturer's recommendation, routine maintenance will be conducted every 5,000 miles for engine and chassis maintenance and every 50,000 miles for transmissions.
4. If the Fleet Administrator has determined a vehicle is due for maintenance, the individual assigned the vehicle must present the vehicle to the Fleet

Administrator for servicing within the next 250 miles or the individual's Department Head or Elected Official will be notified. If not resolved in a reasonable time, the County Manager will be notified. If the situation requiring service cannot be resolved in less than an hour, a pool vehicle will be temporarily assigned to the individual if available.

J. Funding

Vehicles shall be projected to be replaced using Vehicle Replacement Fund (VRF) revenues established through a repository of funds. This will assure adequate resources for the purchasing of fleet vehicles. Vehicles purchased from the VRF shall include the following:

1. All vehicles purchased with revenue from the general fund and upon acquisition shall be included in the Vehicle Replacement Fund for future replacement.
2. Exception: Vehicles and equipment purchased using grants funds must follow the requirements specified in the grant. These vehicles and equipment will not be included in the VRF unless specifically addressed in the grant. Other County resources cannot be used to make Vehicle Replacement Fund contributions for vehicles and equipment purchased using grant funds unless specifically addressed as part of the budget process. Vehicles purchased using condemnation funds will be done in accordance with Georgia law and County Policy and not part of the VRF unless addressed in the budget.

Requests for VRF contributions will be addressed through the County's annual budget process. The appropriate replacement charges will be collected according to the funding source of the department deriving the benefit of the vehicle and/or fleet equipment use.

K. Revenues

The revenues for the Vehicle Replacement Fund will be generated from the replacement charges applied against the operating funds that support the departments that utilize the subject vehicles. Surplus sale proceeds, insurance claims, investment income and total cost "buy backs" will be maintained within the Vehicle Replacement Fund to help offset future vehicle and equipment costs.

L. Replacement Charges

The replacement charges of a VRF vehicle will be determined through the use of the following formula:

(Gross purchase price, plus (+) any aftermarket expenses that have the same life expectancy as the purchased vehicle, plus (+) a Board of Commissioners' approved

inflation rate, divided (÷) by anticipated life cycle (number of months), equals Monthly Replacement Charge.

1. The replacement charge will be applied monthly starting the month following the receipt of the vehicle using acceptable Finance protocol.
2. The replacement charge will end after the obligation to fund the future vehicle purchase has been satisfied. If the Fleet Administrator determines the vehicle is not in need of replacement, the dollars will remain in the VRF adjusted annually for the change in purchase cost.

M. Equivalent Replacement

The Vehicle Replacement Fund is structured to replace each vehicle with an equivalent unit. Cost increases due to upgrades, additional of options, or other upgrades associated with vehicles scheduled for replacement, shall be highlighted as an element of the budget by the Department requesting the upgrade or additional options.

N. Responsibility

Department Heads/Elected Officials in conjunction with the Fleet Administrator shall be responsible for:

1. Ensuring that all vehicles being requested for replacement are of the appropriate size and have only those items/options that are operationally required.
2. Ensuring that appropriate funds have been budgeted in order to reimburse the Vehicle Replacement Fund.
3. Maintaining their department's Vehicle Replacement Fund Master List.
4. Establishing the projected life expectancy and projected replacement costs.

The Finance Department shall be responsible for:

1. Maintaining a database on each replacement fund vehicle that will include the purchase price, amount of revenues paid and the amount outstanding;
2. Invoicing each department in accordance with this policy;
3. Reviewing replacement schedule annually with departments during the annual budget process to ensure all vehicles and equipment are replaced as appropriate;
4. Completing the analysis and reconciliation of the Vehicle Replacement Fund quarterly.

O. Pool Vehicles

The Fleet Administrator will be responsible for maintaining an adequate inventory of Pool vehicles. The Pool will consist of department specific vehicles as well general County vehicles. The number of vehicles will be determined by historic needs and approved by the County Manager and the Department Heads or Elected Officials.

When new vehicles are assigned to the pool and an excess of vehicles exists, the Fleet Administrator will determine which vehicles to surplus based on age, mileage, condition, estimated and historical repair costs, operating costs and parts availability. The Fleet Administrator and the Chief Financial Officer (CFO) will prepare the listing of surplus vehicles and present these to the BOC for approval to surplus and sale.

P. DISCLAIMER

The Board of Commissioners reserves the right, regardless of cause, to modify this policy on a case by case basis or exclude an individual or vehicle from this policy at their discretion. The purchase of vehicles in accordance with this policy will depend on the funding availability as part of the annual budget process.

By Order of the Dawson County Manager



Kevin Tanner
County Manager

Backup material for agenda item:

7. Presentation of 2015 Millage Rate and Property Tax - Chief Financial Officer Dena Bosten



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Finance

Presenter: Dena Bosten

Submitted By: Dena Bosten

Date Submitted: 06/17/2015

Item of Business/Agenda Title: Presentation of 2015 Millage Rate and Property Tax

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Three public hearings required (7/2/15, 7/9/15, and 7/16/15) with adoption on 7/16/15

Purpose of Request: Informational purposes for millage rate adoption

Department Recommendation:

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information:

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: DENA BOSTEN Date: 06/18/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 6/25/2015

Comments: _____

Property Tax Advertisement Requirements

1

DENA BOSTEN
JUNE 25, 2015

Current Advertisement

2

NOTICE OF PROPERTY TAX INCREASE

The **Dawson County Board of Commissioners** has tentatively adopted a millage rate which will require an increase in property taxes by **7.83** percent.

All concerned citizens are invited to the public hearing on this tax increase to be held in the Commissioners Meeting Room at the Dawson County Courthouse/Administration Building located at 25 Justice Way, Dawsonville, Georgia on **July 2, 2015 at 6:00 pm.**

Times and places of additional public hearings on this tax increase will be held in the Commissioners Meeting Room at the Dawson County Courthouse/Administration Building located at 25 Justice Way, Dawsonville, Georgia on **July 9, 2015 following the Work Session at 4:00 pm and July 16, 2015 at 6:00 pm.**

The tentative increase will result in a millage rate of **8.138 mills**, an increase of **0.591 mills**. Without this tentative tax increase, the millage rate will be no more than **7.547 mills**. The proposed tax increase for a home with a fair market value of **\$225,000** is approximately **\$53.19** and the proposed tax increase for non-homestead property with a fair market value of **\$175,000** is approximately **\$41.37**.

Factors that Influence Property Tax

3

- Millage rate set by BOC
- Exemptions
- Property Value
 - Increases in assessed property value have triggered advertisement requirements

Millage Rate Calculation

4

- **Must determine rollback rate**
 - *Rollback rate – rate that will generate the same amount of revenue as previous tax year*
- **Current year's calculated rollback rate (7.547 mills) exceeds current years proposed millage rate (8.138 mills) by 0.591 mills**
 - *Current proposed millage rate will generate 7.83 % more property tax revenue than last year*
- **If proposed millage rate exceeds rollback millage rate, O.C.G.A. § 48-5-32.1 requirements must be met**

Millage Rate History

5

- Current *proposed* millage rate (8.138 mills) has been the same since 2004
- Property tax revenue has declined since 2009
 - During years of decline, roll-up option was not exercised
 - ✦ millage rate would have exceeded 8.138 mills
 - Approximately \$3.8 million, or 36%, decline in property tax revenue

O.C.G.A. § 48-5-32.1 Requirements

6

- Issue Press Release
- Advertise for three public hearings at least one week prior to hearing in paper and on official county website
- Hold three public hearings for public comment regarding proposed millage rate
 - One of three public hearings must begin between hours of 6PM and 7PM

Hearing Times and Dates

7

- July 2, 2015 at 6 P.M.
- July 9, 2015 following 4 P.M. Work Session
- July 16, 2015 at 6 P.M.
 - Millage will also be set on this date

Upcoming Advertisement

8

- O.C.G.A. § 48-5-32 requires levying and recommending authority to publish five year digest history with proposed digest for current year
- Must indicate percentage and dollar increase (decrease) for each year
- Expected publish dates July 1, 2015 and July 8, 2015

Backup material for agenda item:

9. County Attorney Report

Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.

Memorandum

To: Dawson County Board of Commissioners

Date: June 25, 2015

From: Joey Homans 

Re: County Attorney Report

1. Sign Ordinance.

On June 18, the Supreme Court of the United States struck a local government sign ordinance because the sign ordinance exempted and treated differently ideological signs, political signs, and temporary directional signs. ACCG and the attorneys involved in that case recommend that local governments adopt a moratorium on the erection of all new signs until we review the sign ordinance and appropriate amendments are made to comply with the recent decision. I will review the Supreme Court decision this week. However, I request that you place on next week's agenda a resolution imposing the moratorium for sixty (60) days so that the recent decision may be reviewed and appropriate amendments presented and adopted.

2. Tax Appeal Cases.

The tax appeals that I previously mentioned to you have either been resolved or continued. The remaining tax appeals involve Tri Mark. Tri Mark owns commercial property in the 400 corridor. I will provide the Tax Assessors' discovery responses Friday, and mediation is scheduled for July 7.

Joey