CHEROKEE COUNTY

BOARD OF COMMISSIONERS

Work Session

June 19, 2012

3:00 p.m.

Cherokee Hall

NOTE: Called meeting of the Resource Recovery Development Authority (RRDA) will proceed the Work Session beginning at 3:00 p.m.

AGENDA

1. Discussion of Regular Agenda Items.

Executive Session to Follow

AGENDA

Cherokee County Board of Commissioners

June 19, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

CALL TO ORDER **CHAIRMAN AHRENS**

RATIFY CLOSURE OF EXECUTIVE SESSION

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

PRESENTATIONS

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

1. Please note that school begins on Wednesday, August 1, 2012.

Voting Dates, Times & Locations:

July 9 – July 20
8:30 a.m. - 5:00 p.m. (M-F)
Open to ALL Cherokee County registered voters! Election Office Only.

Cherokee County Elections Office
400 E. Main Street
Canton, GA 30114

July21
8:30 a.m. - 4:00 p.m. (Saturday)
Open to ALL Cherokee County registered voters!
(Five locations)

July 23 – July 27
8:30 a.m. – 7:00 p.m. (M-F)
Open to ALL Cherokee County registered voters!
(Five locations – see addresses above)

July 30– Monday NO VOTING

July 31- ELECTION DAY
7:00 a.m. – 7:00 p.m.(Tuesday)
All county precincts are open ELECTION DAY
You must vote at your assigned precinct.

Call the Elections office at 770-479-0407 or visit http://voter.cherokeega.com for additional information.

2. Cherokee County will have a new Cooperative Extension Agent for Ag/Horticulture beginning September 1st. Louise Estabrook is transferring from the North Fulton office. She is a certified arborist, and has worked with many community gardens, farm markets, taught classes, writes articles, teaches updates for the green industry and helps homeowners with diagnostic problems in lawns and garden.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM JUNE 5, 2012
As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM JUNE 5, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM JUNE 5, 2012.

PUBLIC HEARING

None scheduled.

PUBLIC COMMENT

ZONING CASES

Note: This item was postponed from May 15, 2012 meeting.

CASE NUMBER	**: 12-03-003**
APPLICANT	**: House 81 Eleven, LLC**
ZONING CHANGE	**:** AG to OI
LOCATION	**:** 8111 Bells Ferry Road
MAP & PARCEL NUMBER	**:** 15N02, Parcels 27 and 28
ACRES	**:** 3.28
PROPOSED DEVELOPMENT	**:** Professional Offices
COMMISSION DISTRICT	**:** 3
FUTURE DEVELOPMENT MAP	**:** Transitional Corridor over Suburban Living

PLANNING COMMISSION RECOMMENDATION **: Approval with the conditions**

The applicant is to work with Cherokee County Engineering Department on a traffic study to determine what will be needed for roadway improvements and with the understanding that the existing driveway and parking would need to comply with the Development Standards.

CASE NUMBER	**: 12-06-005**
APPLICANT	**: Pamela L. Fussell**
ZONING CHANGE	**:** AG to R-40
LOCATION	**:** 182 Pope Drive
MAP & PARCEL NUMBER	**:** 14N12B, Part of 22
ACRES	**:** 3.62
PROPOSED DEVELOPMENT	**:** Residential
COMMISSION DISTRICT	**:** 1
FUTURE DEVELOPMENT MAP	**:** Suburban Living

PLANNING COMMISSION RECOMMENDATION **: Approval**

COMMISSION BUSINESS

CHAIRMAN	**L. B. AHRENS**

A. Consideration of Airport Authority appointment.

COMMISSION POST 1	**HARRY B. JOHNSTON**
COMMISSION POST 2	**JIM HUBBARD**
VICE CHAIR/COMMISSION POST 3	**KAREN BOSCH**
COMMISSION POST 4	**JASON NELMS**

CONSENT AGENDA

1.1 Consider surplus and disposal of obsolete radios and cell phones from the Sheriff's Office.

1.2 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont, Unit 13 subdivision.

1.3 Consider approval to accept grant awarded for ADA Improvements from the Office of the Secretary of State to the Elections Office and budget transfer in the amount of $618.00 to Elections Repairs Budget to be utilized for striping and signage at the BridgeMill polling location.

COUNTY MANAGER

2.1 Consider approval of FY 2013 Department of Human Resources (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311) in the amount of $169,665.53.

2.2 Consider approval to renew annual ARC contract and approve FY 2013 ARC Budget in the amount of $651,106.00.

2.3 Consider approval of renegotiated contract with existing elevator maintenance provider, Thyssen Krupp Elevator Corporation, in the annualized amount of $45,909.36, a savings over the 2011 annualized cost which was $51,009.84.

2.4 Consider approval to expand Lewis Park to include all US Army Corps of Engineers property south of East Bells Ferry Road, currently under lease by Cherokee County. The Parks and Recreation Advisory Board approved this proposal at their June 6, 2012.

2.5 Consider approval of revisions to Athletic Use Policy as recommended by staff, reviewed and approved by the Parks and Recreation Advisory Board.

2.6 Consider approval of revisions to Youth Athletic Association Manual as recommended by staff, reviewed and approved by the Parks and Recreation Advisory Board.

2.7 Consider approval of facilities lease renewal between Cherokee County and the Georgia Department of Veterans Services for approximately 1,500 square feet of office space located in the Historic Courthouse.

2.8 Consider approval to award RFP to DSI Medical Services, Inc. as the County's TPA (Third Party Administrator) for substance screening services in the amount of $7,315.00. A second bidder was Artimes in the amount of $7,697.00.

2.9 Consider request to set a public hearing for July 24, 2012 to consider changes to the Cemetery Preservation Ordinance.

2.10 Consider approval of budget transfer/amendment from SSBG funding to Title IIIB funding due to ARC cuts starting in ARC FY 2013. No change to overall budget.

COUNTY ATTORNEY

3.1 Consider hearing the appeal of a denial by the Zoning Board of Appeals Case No. 12-06-015V, regarding the variance request of Michael Jorge.

ADJOURN

ANNOUNCEMENTS

1. Please note that school begins on Wednesday, August 1, 2012.

Voting Dates, Times & Locations:

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8:30 a.m. - 5:00 p.m. (M-F)
Open to ALL Cherokee County registered voters! Election Office Only.

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8:30 a.m. – 7:00 p.m. (M-F)
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July 31- ELECTION DAY
7:00 a.m. – 7:00 p.m.(Tuesday)
All county precincts are open ELECTION DAY
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2. Cherokee County will have a new Cooperative Extension Agent for Ag/Horticulture beginning September 1st. Louise Estabrook is transferring from the North Fulton office. She is a certified arborist, and has worked with many community gardens, farm markets, taught classes, writes articles, teaches updates for the green industry and helps homeowners with diagnostic problems in lawns and garden.

CHEROKEE COUNTY

BOARD OF COMMISSIONERS

Work Session

June 5, 2012

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:34 p.m. with all members of the Board present.

The Chairman called forth Jeff Watkins to present the Etowah Community Land Development Standards for the Planned Unit Development project to be developed by Newland Communities. Newland VP Patrick Clark spoke to BOC about the project and the Land Development Standards construction and application to the project.

Chief Prather then came forward to announce an accomplishment and recognize a team leader in his department. The fire department took over Safe Kids in 2003. Chad Arp has been in charge of it ever since. Chief Prather said Captain Arp asked him to join him at the Annual Safe Kids of Georgia Awards banquet where he found out Cherokee County won lead agency of the year. Chief Prather wanted to give recognition to Captain Arp for his accomplishment. Cherokee County's Safe Kids group is made up of the Sheriff's office, Marshal's office, animal shelter, health department, Woodstock Police & Fire Department's, Canton Police & Fire Department's and the school board.

Janelle Funk reviewed April 2012 YTD Financials. She said the County's cash position is very close to projections. Actual General Fund cash balance = $21.7M vs projected $21.1M. Janelle explained that while we have seen some positive variances – we would still expect a cash low point of $0.3M in September 2012 because equipment maintenance costs that had been budgeted in SPLOST would be charged to Insurance Premium Fund.

Janelle explained revenues were also on target. The county is receiving more Motor Vehicle tax than budgeted. She confirmed with the Tax Commissioner that they are seeing filings on more NEW vehicles which would require a higher property value and therefore higher taxes. She said YTD this was a positive permanent variance and will continue to monitor receipts to determine if the forecast should be increased.

She explained that while Grant revenue is below budget, grant expenses were also below budget so YTD there was minimal impact to the county. She also stated this was a timing variance.

She reported SPLOST tax collections were higher than budget and YTD were equal to 2007 YTD collections which could be a sign of economic recovery.

She reported there were no surprises with expenditures. County-wide we spent $44.0M as of April 2012 YTD, and the same was spent 2011 YTD. Workers comp costs and healthcare costs all appear to be on-target. Atlanta gas prices have come down since the peak in late March which is in line with the price peak of crude oil. She reported the County has a small risk of exceeding the fuel budget – but departments would reduce costs in other areas if required, so on a total budget basis she believes we will achieve the FY 2012 expenditure budget.

She summarized the presentation by indicating fiscal year 2012 should meet revenue, expenditure, and cash budgets. However, since we have used one-time funding sources – this will put pressure on the fiscal year 2013.

1. Discussion of Regular Agenda Items.

Mr. Cooper went over the **Chairman's** portion:

- Consider appointment to the Sequoyah Regional Library Board.
- Consider the re-appointment of Daniel Clifford to the Board of Tax Assessors for six-year term, expiring on June 30, 2018.
- Consider appointment to the Airport Authority.

Mr. Cooper went over the **Consent Agenda**:

- Consider request to surplus and transfer server purchased from Metatomix Project that is no longer meeting contractual needs from the Clerk of Courts to Habersham County who still utilizes this program.

Mr. Cooper then went over the items under the **County Manager's** portion:

- Consider approval of recommendations from the Employee Benefits Committee regarding the Pre-Retirement Death Benefit through GebCorp.

  Commissioner Hubbard asked if that was unrestricted wealthy to the estate. Jerry Cooper said it would be the employees' choice. Commissioner Johnston asked if it was a pension benefit and Mr. Cooper confirmed.

- Consider approval of recommendations from the Employee Benefits Committee regarding Healthcare Plan, Healthcare Premiums and Tobacco Surcharge.

- Consider approval of a Memorandum of Agreement between Cherokee County and the Georgia Northeastern Railroad and Pilgrim's for improvements to Univeter Road rail crossings with the cost split between the three (3) entities in the amount of $19,830.00 each.

- Consider approval of Intergovernmental Agreement between Cherokee County and the City of Woodstock for reimbursement of costs associated with improvements to Ragsdale Road. The estimated project cost is $169,582.00 with City of Woodstock's portion estimated at $94,199.00 or 56%.

- Consider award of bid for construction of the law enforcement training facility to the low bidder, Catamount, in the amount of $2,819,954.00. Three bids were received ranging from $2.8 M to $3.2 M. Approval of construction contract with Catamount is contingent upon approval of reimbursement agreement with the State of Georgia for construction/design in the amount of $700,000.00, in addition to future reimbursement of pro-rata share of utilities / maintenance costs.

Mr. Cooper then went over the items under the **County Attorney's** portion:

- Ratification of Notice Letter related to Ball Ground Recycling Facility.

- Consider request for a Public Hearing to be held on June 19, 2012 to hear amendments to the Cherokee County Records Management Program.

The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 5:00 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

June 5, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Chaplain Michael Westmoreland of Sol Amor Hospice gave the invocation.

Chairman Ahrens called for a motion to ratify the adjournment of Executive Session at 5:56 p.m. Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded there was unanimous approval.

CALL TO ORDER CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:07 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

PLEDGE OF ALLEGIANCE

"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"

Commissioner Nelms led the Pledge of Allegiance.

PRESENTATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Under Announcements: Cherokee County Fire awarded "Lead Agency of the Year"
2. Under Announcements: Early Voting begins July 9, 2012.
3. Under Chairman's Section: Appointment of Commissioner Nelms as Director to RRDA Board.
4. Under Commissioner Bosch's Portion: Appointment to the Ethics Board.

Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

ANNOUNCEMENTS

1. Amended: The Chairman spoke about the award that Fire Chief Tim Prather announced earlier in Work Session. Safe Kids of Georgia selected Cherokee County Fire as "Lead Agency of the Year" out of 32 other agencies. The Chairman thanked Captain Chad Arp for his efforts and leadership as had Chief Prather during the earlier presentation.

2. Amended: Early voting begins on July 9, 2012:
   For more information, call the Voter's Registration Office at 770-479-0407 or visit the Voter's Registration website.

   July 9 – July 20
   8:30 a.m. - 5:00 p.m. (M-F)
   Cherokee County Elections Office at 400 E. Main Street, Canton

   July21
   8:30 a.m. - 4:00 p.m. (Saturday) At all five locations:
   Cherokee County Elections Office, Ball Ground Public Library, Hickory Flat Public Library, Rose Creek Public Library and Woodstock Public Library.

   July 31- ELECTION DAY
   7:00 a.m. – 7:00 p.m.(Tuesday)
   Must Vote at assigned precinct.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MAY 15, 2012

As distributed by the County Manager.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and motion was approved 4-1 with Commissioner Bosch abstaining due to her absence from that meeting.

APPROVAL OF WORK SESSION MINUTES FROM MAY 15, 2012.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and motion was approved 4-1 with Commissioner Bosch abstaining due to her absence from that meeting.

APPROVAL OF REGULAR MEETING MINUTES FROM MAY 15, 2012.

Commissioner Johnston made a motion to approve; Commissioner Hubbard seconded and motion was approved 4-1 with Commissioner Bosch abstaining due to her absence from that meeting.

PUBLIC HEARING

None scheduled.

PUBLIC COMMENT

1. Carolyn Cosby signed up to speak about the Bobo Recycling and the Resource Recovery Development Authority (RRDA). She had questions regarding the legality of the Executive Session Meeting where the Bobo business and the Notice Letter were discussed, stating that she felt it was actually an RRDA meeting. She also said that she thought that having the Board of Commissioners serving on the RRDA was a conflict of interest and offered the names of five citizens who were interested in serving, including herself.

2. John Hiland had signed up to speak but offered his time to Ms. Cosby because she went over her three minutes.

3. Bill Bosch had signed up to speak on another topic but he said after hearing all the negative things said by the previous speaker, he just wanted to thank the Board of Commissioners for their service to the public and opening themselves up for public attack that effects them professionally and effects them their family personally.

4. Bill McNiff signed up to speak about the Bobo Recyling business. He raised a question regarding the RRDA minutes that were given to Ms. Cosby earlier in the meeting, stating that he thought they were different than the ones he had viewed previously in the clerk's office. He did not have a copy of the minutes in question when Chairman Ahrens asked to see the supposed discrepancies.

5. Troy Welker had signed up to speak but passed on speaking at this time having spoken to Chairman Ahrens prior to the meeting.

6. Tom Ware said that he wanted to speak in support of the Board. He said that the Board had always conducted themselves in a very professional manner with honesty and with the best intentions of the citizens in mind when making some of the difficult decisions. He said it was time for the name calling and bickering and the blame game to stop and to move on to a solution. He said he was very hopeful that a new operator would be found and that if necessary it is time to cut our

losses if an opportunity presents itself and make a deal. He said this had taken a toll on the Board personally and on their families and he thanked them for serving the public.

The Chairman remarked that he had had a lengthy discussion recently with one of the Citizen Committee members about exactly what has been going on. He said that it was totally appropriate, totally practical and totally realistic for the County Manager and himself to have meetings with up to four different possible solutions, that it is not illegal and it will continue.

ZONING CASES

Note: This item was postponed from May 15, 2012 meeting.

CASE NUMBER	**: 12-03-003**
APPLICANT	**: House 81 Eleven, LLC**
ZONING CHANGE	: AG to OI
LOCATION	: 8111 Bells Ferry Road
MAP & PARCEL NUMBER	: 15N02, Parcels 27 and 28
ACRES	: 3.28
PROPOSED DEVELOPMENT	: Professional Offices
COMMISSION DISTRICT	: 3
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Suburban Living

PLANNING COMMISSION RECOMMENDATION **: Approval with the conditions**

The applicant is to work with Cherokee County Engineering Department on a traffic study to determine what will be needed for roadway improvements and with the understanding that the existing driveway and parking would need to comply with the Development Standards.

Commissioner Johnston made a motion to approve the postponement to the June 19 meeting as requested by the homeowner; Commissioner Nelms seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN **L. B. AHRENS**

A. Consider appointment to the Sequoyah Regional Library Board.

The Chairman said that the Library Director had recommended Janice Kane.

Commissioner Hubbard made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

B. Consider the re-appointment of Daniel Clifford to the Board of Tax Assessors for six-year term, expiring on June 30, 2018.

Commissioner Hubbard made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

C. Consider appointment to the Airport Authority.

There was discussion about candidates for the Airport Authority due to the resignation of Mike Nixon. He said several candidates were submitted for consideration at this time but it was decided to wait until June 19 to make the appointment so no action was necessary this meeting.

D. Amended: Under Chairman's portion: Appointment of Commissioner Nelms as a Director on the RRDA Board.

Chairman Ahrens made a motion to approve; Commissioner Bosch seconded and there was unanimous approval.

Note: Strike vote to appoint Commissioner Nelms made during RRDA meeting.

COMMISSION POST 1 **HARRY B. JOHNSTON**

COMMISSION POST 2 **JIM HUBBARD**

VICE CHAIR/COMMISSION POST 3 **KAREN BOSCH**

Amendment: Commissioner Bosch stated that she had a candidate for the replacement of her Ethics Board appointee who recently resigned. She said Kevin Lanier, a Cherokee County Fire Fighter, had sent her a biography and is interested in serving on the board. Discussion among the Commissioners resulted in agreement to the appointment of Mr. Lanier.

Commissioner Bosch made a motion to approve; Commissioners Nelms seconded. Commissioner Johnston asked the question if it may be considered a conflict of interest for a County employee to be appointed. Angie Davis said that she was about to say that she would like to check into that to make sure there was not a conflict and that they could discuss the appointment at future meeting. Commissioner Bosch said that was certainly understandable.

Commissioner Bosch withdrew the motion; Commissioner Johnston seconded and there was unanimous approval to withdraw the motion.

COMMISSION POST 4 **JASON NELMS**

CONSENT AGENDA

1.1 Consider request to surplus and transfer server purchased from Metatomix Project that is no longer meeting contractual needs from the Clerk of Courts to Habersham County who still utilizes this program.

Commissioner Hubbard made a motion to approve Consent Agenda; Commissioner Johnston seconded and there was unanimous approval.

COUNTY MANAGER

2.1 Consider approval of recommendations from the Employee Benefits Committee regarding the Pre-Retirement Death Benefit through GebCorp.

Commissioner Hubbard made a motion to approve; Commissioner Bosch seconded and there was unanimous approval.

2.2 Consider approval of recommendations from the Employee Benefits Committee regarding Healthcare Plan, Healthcare Premiums and Tobacco Surcharge.

Commissioner Johnston made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

2.3 Consider approval of a Memorandum of Agreement between Cherokee County and the Georgia Northeastern Railroad and Pilgrim's for improvements to Univeter Road rail crossings with the cost split between the three (3) entities in the amount of $19,830.00 each.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

2.4 Consider approval of Intergovernmental Agreement between Cherokee County and the City of Woodstock for reimbursement of costs associated with improvements to Ragsdale Road. The estimated project cost is $169,582.00 with City of Woodstock's portion estimated at $94,199.00 or 56%.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

2.5 Consider award of bid for construction of the law enforcement training facility to the low bidder, Catamount, in the amount of $2,819,954.00. Three bids were received ranging from $2.8 M to $3.2 M. Approval of construction contract with Catamount is contingent upon approval of reimbursement agreement with the State of Georgia for construction/design in the amount of $700,000.00, in addition to future reimbursement of pro-rata share of utilities / maintenance costs.

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

COUNTY ATTORNEY

3.1 Ratification of Notice Letter related to Ballground Recycling Facility.

Angie Davis gave a summary of the Executive Session Meeting that occurred on May 15, 2012 that resulted in the termination letter to Mr. Bobo. She said that the Board of Commissioners met on May 15 for a regular meeting and a motion was made and they properly adjourned to Executive Session where a properly exempt matter under the Open Meetings Acts was discussed. She said their rights to discuss those matters is evidenced through the documents that make up the transaction known as the RRDA Bond transaction with Ball Ground Recycling. She said that Ball Ground Recycling had entered into a lease agreement with the RRDA and the context of the agreement obligated the County to make the lease payments if Ball Ground Recycling defaulted. She said that it is important to note that under the agreement, the County is expressly stated as a third party beneficiary. This means that the County has the right to step in to enforce the lease agreement. She said that additionally through Intergovernmental Agreement with the County and the RRDA, the County has the ultimate right to direct any negotiations related to a new party taking over the lease. So, exercising the county's rights, the Board adjourned to executive session to discuss the issue which resulted in the May 18 letter to Mr. Bobo. The May 18 letter had two components. It

was initially considered to be a partial and temporary settlement offer to allow partial payments to be made by Ball Ground Recycling in the short term as a stop gap measure to provide some cash flow to the County and the RRDA, which would in turn mean that the parties would not immediately seek to terminate the lease agreement. She said that since the settlement offer was rejected, the remaining portion of the May 18 letter that indicated the County's intent to seek termination of the lease in the absence of any settlement needed to be ratified publically.

That being said, she made a recommendation to ratify the notice letter related to Ball Ground Recycling Facility.

Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

3.2 Consider request for a Public Hearing to be held on June 19, 2012 to hear amendments to the Cherokee County Records Management Program.

Ms. Davis said that this was a housekeeping measure to update the policy to add that the County's policy was in accordance to the state's policy. Commissioner Johnston asked if the June 19 date allowed proper time for the advertisement of the hearing. After discussion, Ms. Davis said that she would like to change the request to state consider approval to hold a public hearing at the first available meeting date which would likely be July 10, 2012.

Commissioner Hubbard made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 7:10 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.

ZONING CASE

Note: This item was postponed from May 15, 2012 meeting.

CASE NUMBER	**: 12-03-003**
APPLICANT	**: House 81 Eleven, LLC**
ZONING CHANGE	: AG to OI
LOCATION	: 8111 Bells Ferry Road
MAP & PARCEL NUMBER	: 15N02, Parcels 27 and 28
ACRES	: 3.28
PROPOSED DEVELOPMENT	: Professional Offices
COMMISSION DISTRICT	: 3
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Suburban Living

PLANNING COMMISSION RECOMMENDATION : Approval with the conditions

RESOLUTION NO. 2012- R-
CASE # 12-03-003
APPLICANT: House 81 Eleven, LLC

A resolution denying/approving the rezoning of the following described property:

3.28 acres located in Land Lots 361, 362 of the 15th District, 2nd Section of Cherokee County, Georgia, and indicated as Parcels **27 and 28** on Tax Map **15N02.**

WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from **AG to OI** was filed on January 10, 2012.

Proposed Use: Professional Offices

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on May 1, 2012 in the Commission Chambers of the Cherokee County Administrative Building. Recommendation from the Planning Commission was for **approval with conditions**.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above-described property is still/is now located in the _____ district, and the Cherokee County Zoning Administrator hereby is directed to change/not to change the district maps accompanying and being part of the rezoning resolution.

Adopted this _____ day of _____ ,_____ .

_____

Buzz Ahrens, Chairman

_____

Christy Black, County Clerk

ZONING CASE

The applicant is to work with Cherokee County Engineering Department on a traffic study to determine what will be needed for roadway improvements and with the understanding that the existing driveway and parking would need to comply with the Development Standards.

CASE NUMBER	**: 12-06-005**
APPLICANT	**: Pamela L. Fussell**
ZONING CHANGE	: AG to R-40
LOCATION	: 182 Pope Drive
MAP & PARCEL NUMBER	: 14N12B, Part of 22
ACRES	: 3.62
PROPOSED DEVELOPMENT	: Residential
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Suburban Living
PLANNING COMMISSION RECOMMENDATION	**: Approval**

RESOLUTION NO. 2012- R-
CASE # 12-06-005
APPLICANT: Pamela L. Fussell

A resolution denying/approving the rezoning of the following described property:

3.62 acres located in Land Lot 90 of the 14th District, 2nd Section of Cherokee County, Georgia, and indicated as Part of Parcel **22** on Tax Map **14N12B**.

WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from **AG to R-40** was filed on April 13, 2012.

Proposed Use: Residential

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on May 1, 2012 in the Commission Chambers of the Cherokee County Administrative Building. Recommendation from the Planning Commission was for **approval**.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above-described property is still/is now located in the _____ district, and the Cherokee County Zoning Administrator hereby is directed to change/not to change the district maps accompanying and being part of the rezoning resolution.

Adopted this _____ day of _____ ,_____ .

_____
Buzz Ahrens, Chairman

_____
Christy Black, County Clerk

Cherokee County, Georgia
Agenda Request

SUBJECT: Surplus/Disposal of outdated radios/cell phones MEETING DATE: June 19, 2012

SUBMITTED BY: Stacey Williams, Sheriff's Office

COMMISSION ACTION REQUESTED:

Consider request to surplus and dispose of radio and cell phone equipment that no longer serves the needs of the Sheriff's Office.

FACTS AND ISSUES

The Sheriff's Office has old cell phones and radios that are no longer being used, either obsolete or broken. Requesting to surplus the items and dispose of items.

BUDGET:

Budgeted Amount:
Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget

Account Name:
Account #:

Budget Adjustment Necessary: Yes ☐ No ☒ Note: If yes, please attach budget amendment form

Contract Approval Required: Yes ☐ No ☒
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

To approve the request to surplus and dispose of radio and cell phone equipment that no longer serves the needs of the Sheriff's Office.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

CHEROKEE COUNTY BOARD OF COMMISSIONERS
1130 Bluffs Parkway
Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: ~~6/5/2012~~ 6/19/12

Transferred From: Cherokee Sheriff's Office	Transferred To: RECYCLETRONICS
498 Chattin Dr Canton Ga, 30115 Phone: 678-493-4200	7000 Cobb International Blvd Kennesaw, GA 30152 Phone: 770-426-1700 Fax: 678-354-7002

Action Requested: _____ Transfer _____ Surplus XXX Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	159	See attached for radio's and serial numbers	F			
2	16	See attached for Cell Phone's and serial numbers	F			
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative	Dept Property Coordinator	Received By
Signature:	Signature:	Signature:
Title:	Title:	Title:
Date:	Date:	Date:

Radios to be Recyceled

Make	Model	Serial Number
Motorola	Maratrac	HLN1318A
Motorola	T73XTA7TA79KTI	776TWE1085
Motorola	SUNTOR XX9000	493HNU09ZS
Motorola	T73XTA7TA7BK	776TWE1069
Motorola	T73XTA7TA7BK	776ATA1180
Motorola	Maratrac	HLN1318A
Motorola	Maratrac	HLN1318A
Motorola	T73XTA7TA7BK	776TZE2421
Motorola	Maratrac	HLN1318A
Motorola	Maratrac	HLN1318A
Motorola	T73XTA7TA7BK	776TDU1131
Motorola	T73XTA7TA7BK	NOT AVAILABLE
Motorola	T71KEJ04AK	483HPG0660
Motorola	T73XTA7TA7BK	776TWE1071
Standard	GX3000V	84U060116
Motorola	Maratrac	HLN1393A
Motorola	Maratrac	HLN1393A
Motorola	Maratrac	HCN1089A
Motorola	Maratrac	HLN1393A
Motorola	T71KEJ37304AK	483HPE0725
Motorola	T73XTA7TA7BK	776TZJ0862
Motorola	T73XTA7TA7BK	776TAA1141
Motorola	T73XTA7TA7BK	776TUC2139
Motorola	T73XTA7TA7BK	776TWE1058
Motorola	T73XTA7TA7BK	776TZE2416
Motorola	T73XTA7TA7BK	776TAA1136
Motorola	T73XTA7TA7BK	776TZJ2433
Motorola	T73XTA7TA7BK	776TXA0573
Motorola	T73XTA7TA7BK	776TBE0756
Motorola	T73XTA7TA7BK	776TCA0948
Motorola	T73XTA7TA7BK	776TBE0731
Motorola	T73XTA7TA7BK	776TZJ0863
Motorola	T73XTA7TA7BK	776TCE1161
Motorola	T73XTA7TA7BK	776TZE2420
Motorola	T73XTA7TA7BK	776TDJ1182
Motorola	T73XTA7TA7BK	776TCE1162
Motorola	T73XTA7TA7BK	776TAE1799
Motorola	T73XTA7TA7BK	776TAA1137
Motorola	T73XTA7TA7BK	776TDC0579
Motorola	T73XTA7TA7BK	776TDA1099
Motorola	T73XTA7TA7BK	776TWJ2079
Motorola	T73XTA7TA7BK	776TZL1281
Motorola	T73XTA7TA7BK	776ATC0912
Motorola	T73XTA7TA7BK	776TZE2418
Motorola	T73XTA7TA7BK	776TWE0915
Motorola	T73XTA7TA7BK	776TZU0756
Motorola	T73XTA7TA7BK	776TWQ1386
Motorola	T81XTA7TA7BK	776TXU1290
Motorola	T99VX+008W	621HQN0059

Motorola	T1RTN3490B	203CEL0981
Motorola	Maratrac	HCN1062A
Motorola	9000	HCN1033D
Motorola	Maratrac	HLN1398A
Motorola	9000	HLN1185B
Motorola	T99KX+037W	621HPG0419
Motorola	T73XTA7TA7BK	776TWE0906
Motorola	T73XTA7TA7BK	776TXJ0799
Motorola	T73XTA7TA7BK	776TCE1165
Motorola	T73XTA7TA7BK	776TWE0838
Motorola	T73XTA7TA7BK	776TWE1064
Motorola	T73XTA7TA7BK	776TZN0939
Motorola	T73XTA7TA7BK	776TWE1066
Motorola	T73XTA7TA7BK	776TDJ1085
Motorola	T81XTA7TA7BK	176ARN0345
Motorola	T73VBJ720BK	483HLL1210
Motorola	T73XTA7TA7BK	776TCY0576
Motorola	T73XTA7TA7BK	776TWE0921
Motorola	T73XTA7TA7BK	776TBA0804
Motorola	T99KX+037W	621HPG0491
Motorola	T73XTA7TA7BK	776ATA1179
Motorola	T73XTA7TA7BK	776TZU0727
Motorola	T73XTA7TA7BK	776TDJ1106
Motorola	T99KX+037W	621HPS4067
Motorola	T73XTA7TA7BK	776ATA1185
Motorola	T73XTA7TA7BK	776TWQ2133
Motorola	DS1MJA9JASAK	356TXY1308
Motorola	M43GMC29C2AA	159TVLES95
Motorola	DS1LPA9732BK	778FTC1099
Motorola	Maratrac	HCN105ZB
Motorola	T73XTA7TA7BK	776TWW0645
Motorola	T73XTA7TA7BK	776TVQ1943
Motorola	T73XTA7TA7BK	776TWE1083
Motorola	T73XTA7TA7BK	776ATA1186
Motorola	T73XTA7TA7BK	776AVE2126
Motorola	T73XTA7TA7BK	776TZW1062
Motorola	T73XTA7TA7BK	776TUU1253
Motorola	T73XTA7TA7BK	776TWQ2135
Motorola	T73XTA7TA7BK	776TVQ1837
Motorola	T73XTA7TA7BK	776TCE1160
Motorola	T73XTA7TA7BK	776TWE1055
Motorola	T73XTA7TA7BK	776TWE0911
Motorola	T73XTA7TA7BK	776TAE1787
Motorola	T73XTA7TA7BK	776AVE2128
Motorola	T73XTA7TA7BK	776TCG0570
Motorola	T73XTA7TA7BK	776TCE1167
Motorola	T73XTA7TA7BK	776TDC0565
Motorola	T73XTA7TA7BK	776TBA0821
Motorola	T73XTA7TA7BK	776TUN1956
Motorola	T73XTA7TA7BK	776ATA1183
Motorola	T73XTA7TA7BK	776TWE1073
Motorola	T73XTA7TA7BK	776TBA0688

Motorola	T73XTA7TA7BK	776TYS0852
Motorola	Maratrac	HLN1318A
Motorola	T81JJA4900DL	433HPE1154
Motorola	DS1LRA9732BK	776TSC2305
Motorola	T73XTA7TA7BK	776ATA1188
Motorola	T73XTA7TA7BK	776TBE0702
Motorola	T73XTA7TA7BK	776TZJ2434
Motorola	T73XTA7TA7BK	776TCE0889
Motorola	T73XTA7TA7BK	776TAC1057
Motorola	T73XTA7TA7BK	776ATA1190
Motorola	T73XTA7TA7BK	776TZN0940
Motorola	T73XTA7TA7BK	776TZW1071
Motorola	T73XTA7TA7BK	776TZU0755
Motorola	T73XTA7TA7BK	776TDC0580
Motorola	T73XTA7TA7BK	776ATA1177
Motorola	T73XTA7TA7BK	776TVW1339
Motorola	Maratrac	HLN1318A
Motorola	Maratrac	HLN1393A
Motorola	Maratrac	HLN12410
Motorola	Maratrac	HCN1089A
Motorola	T99KX+037W	621HRL1031
Motorola	9000	HCN1073D
Motorola	T81XTA7TA7BK	7760Q51936
Motorola	Maratrac	HCN10SZB
Motorola	9000	HCN1033D
Motorola	T81XTA7TA7BK	776TUC1752
Motorola	9000	HLN118SB
Motorola	TA96GX-078W	671AWL0388
Motorola	T73XTA7TA7BK	776TZU0726
Motorola	T73XTA7TA7BK	776TWE1079
Motorola	T73XTA7TA7BK	776TCA0991
Motorola	T73XTA7TA7BK	776TZU0757
Motorola	T73XTA7TA7BK	776TUN1961
Motorola	T73XTA7TA7BK	776ATA1187
Motorola	T73XTA7TA7BK	776TWJ2081
Motorola	T73XTA7TA7BK	776TCA0946
Motorola	T73XTA7TA7BK	776TUC2138
Motorola	T73XTA7TA7BK	776ATA1176
Motorola	T73XTA7TA7BK	776TXJ2798
Motorola	T73XTA7TA7BK	776TWE0916
Motorola	T73XTA7TA7BK	776TWE1056
Motorola	T73XTA7TA7BK	776TBA0822
Motorola	T73XTA7TA7BK	776TBA0822
Motorola	T73XTA7TA7BK	776TWE0909
Motorola	T73XTA7TA7BK	776TWE1074
Motorola	T73XTA7TA7BK	776TZE2419
Motorola	T73XTA7TA7BK	776TZN0938
Motorola	T73XTA7TA7BK	776TCA0952
Motorola	T81XTA7TA7BK	776AQS1933
Motorola	Maratrac	HLN1318A
Motorola	T81JJA4900DL	433HPE1151
Motorola	T73XTA7TA7BK	776AUE2130

Motorola	T81JJA4900DL	433HNN2171
Motorola	T99KX+037W	621HPS0397
Motorola	M43GMC29C2AA	159TXUB724
Charge Guard	CG12D	
Data Radio	MRM	
Motorola	D43KNA7JA5BK	617ARN1361

Old Cell Phones

Make	Model	Serial Number
Nextel	M12UCH6RR6BN	419TBE0140
Southern Linc	M02UCH6RR6CN	419TYQ0080
Motorola	S2480A	kf316052
Bellsouth Phone	SCN2083A	GUQ
Southern Linc	M02UCH6RR6CN	419TYQ0140
Motorola	F09HLD8489AG	674GUR0L75Y
Nokia	MCC-1	AH03012880
Bellsouth Phone	SCN2083A	GVQ
Motorola	M02UCH6RR6CN	419TYQ0105
Motorola	S2264AX	650DQU0B860P
Motorola	S2480A	194GUQY776P
Motorola Phone	76044WAFBB	674GVP6Z27Y
Motorola	Astro	HMN4044E
MRM DataRadio	4865	EKIC
Nokia	6120i	NCS-3NX
Nokia	In Car Phone Holders	Quantity of 3

Cherokee County, Georgia
Agenda Request

Agenda No.
1.2

SUBJECT: Final Acceptance
Woodmont, Unit 13 Subdivision

MEETING DATE: June 19, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont, Unit 13 subdivision.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Woodmont, Unit 13 subdivision. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont, Unit 13 subdivision.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Woodmont Unit 13, A.K.A. Grandmar Chase Extension** for County Maintenance.

Whereas, it is hereby found and determined that **Woodmont Unit 13, A.K.A. Grandmar Chase Extension** does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that **Grandmar Chase (1,926 L.F.) and a portion of Curtis Road (156 L.F.)** both having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Woodmont Unit 13, A.K.A. Grandmar Chase Extension** and located in **Land Lots 1024, 1025, 1064, 1065, 1096 & 1097, 3rd District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2012

_____
L.B. Ahrens, Jr., Chairman

Attest:

_____
Christy Black, County Clerk

Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

June 13, 2012

Mr. L. B. Ahrens, Jr., Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

Re: Final Acceptance – Woodmont, Unit 13, A.K.A. Grandmar Chase Extension Including all or a portion of: Grandmar Chase (1,926 L.F.) and a portion of Curtis Road (156 L.F.) for a total of 2,082 L.F.

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights–of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

Kenny Phelps
Development Inspection Manager

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc

1.3

Cherokee County, Georgia
Agenda Request

SUBJECT: Grant Funds

MEETING DATE: June 19, 2012

SUBMITTED BY: Janet Munda

COMMISSION ACTION REQUESTED:

The Election office has been awarded grant funds for ADA improvements; I ask the Board of Commissioners consideration in accepting the funds.

FACTS AND ISSUES:

The Secretary of State has provided grant funds for the purpose to improve access to voters with disabilities. This funding will be utilized for striping and signage at the Bridgemill Precinct located at Grace Community Church. This is a 100% grant with no matching funds.

BUDGET:

Budgeted Amount:	$	Account Name:
Amount Encumbered:	$	Account #:
Amount Spent to Date:	$	
Amount Requested:	$	
Remaining Budget	$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: Janet Munda

COUNTY ATTORNEY:

COUNTY MANAGER:

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

Instructions:

* For budget amendments increasing or decreasing the budget revenues must equal expenditures.
* For budget transfers the net total should equal zero.
* Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
* Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
* The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

REVENUES:

Department Org Code	Object	Account Name	Amount
25030	331100-EAID	Contributions and Donations	618.00
			618.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
25436555	522200-EAID	REPAIRS	618.00
			618.00

PURPOSE OF TRANSFER/ AMENDMENT

The Office of Secretary of State had provided $618 in grant funds for the Elections Supervisor to improve access to people with disabilities. This funding will be utilitized for striping and signage at ~~several polling places~~. The grant expires November 1, 2012.
the Bridgemill polling place.

Department Head Approval: Janet Munda

County Manager Approval:

Date Approved by BOC (please attach a copy of Minutes)

Cherokee County, Georgia
Agenda Request

Agenda No.
2.1

SUBJECT: FY 2013 Department of Human Services (DHS) Annual Contract for Rural Transportation Program CATS 5311 Demand Response Service

MEETING DATE: June 19 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of the FY 2013 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311).

FACTS AND ISSUES:

This program provides necessary local match funding for transit services for the elderly, persons with disabilities and other transit dependent citizens of Cherokee County.

The 2013 DHS contract amount is $169,665.13.

In 2011 the CATS 5311 program served a total of 57,860 riders.

BUDGET:

Budgeted 2013 DHS Income:	$164,000.00	Account Name:
Amount Spent to Date:	$ 0.00	Account #:
Amount Encumbered:	$ 0.00	
2013 DHS Contract Amount:	$169,665.13	

ADMINISTRATIVE RECOMMENDATION:

Approval of the FY 2013 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311).

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

Cherokee County, Georgia
Agenda Request

2.2

SUBJECT: FY2013 ARC Budget MEETING DATE: June 19, 2012

SUBMITTED BY: Nathan Brandon- Director Senior Services

COMMISSION ACTION REQUESTED:
Accept and approve the FY2013 ARC Budget.

FACTS AND ISSUES: This is the renewal of the annual ARC contract for FY2013. The total ARC annual budget is $651,106, an increase of $37,507 from ARC FY2012 initial budget. This total includes expected voluntary client contributions for services as well as projected cost sharing for appropriate services. See the breakdown below.

BUDGET:

Budgeted Amount:	$	Account Name:
Federal grants:	$ 389,272	Account #:
State match:	$ 23,720	
Local match:	$ 40,847	
State grants:	$ 180,141	
Voluntary client contributions:	$ 10,720	
Client Cost Share	$ 6,396	
County	$ 10	
Remaining Budget	$	
TOTAL:	**$651,106**	

ADMINISTRATIVE RECOMMENDATION:
Approve and sign the ARC FY2013 contract.

REVIEWED BY:

DEPARTMENT HEAD: Nathan Brandon

AGENCY DIRECTOR:

COUNTY MANAGER:

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

Instructions:

* For budget amendments increasing or decreasing the budget revenues must equal expenditures.
* For budget transfers the net total should equal zero.
* Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
* Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
* The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

REVENUES:

Department Org Code	Object	Account Name	Amount
22160	331100.IASBG	FEDERAL GRANTS	$ (4,114.00)
	391200.IASBG	TRANSFER/GEN FUND-GRANT MATCH	$ (561.00)
	331100.T3BIA	FEDERAL GRANTS	$ 3,973.00
	334100.T3BIA	STAE GRANTS	$ 234.00
	391200.T3BIA	TRANSFER/GEN FUND-GRANT MATCH	$ 468.00
	331100.TVSBG	FEDERAL GRANTS	$ (3,480.00)
	391200.TVSBG	TRANSFER/GEN FUND-GRANT MATCH	$ (475.00)
	331100.TRV3B	FEDERAL GRANTS	$ 3,361.00
	334100.TRV3B	STAE GRANTS	$ 198.00
	391200.TRV3B	TRANSFER/GEN FUND-GRANT MATCH	$ 396.00
		Net Change in Revenues	$ -

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
2.5521.000	511100.IASBG	REGULAR EMPLOYEES	$ (4,675.00)
	511100.T3BIA	REGULAR EMPLOYEES	$ 4,675.00
	523500.TVSBG	TRAVEL	$ (3,955.00)
	523500.TRV3B	TRAVEL	$ 3,955.00
		Net Change in Expenditures	-

PURPOSE OF TRANSFER/ AMENDMENT

To move previously assigned SSBG funding to Title IIIB funding, due to ARC cuts of all SSBG funding starting ARC FY2013 (July 1, 2012). No change to overall budget; however, this does decrease overall Federal Grant reimbursements by $260, increase State Grant reimbursements by $432 and decreases the County Match by $172 through the end of County FY2012.

Department Head Approval: _____

Agency Director Approval: Nathan Brandon

County Manager Approval: _____ COPY

Date Approved by BOC (please attach a copy of Minutes) _____

ATLANTA REGIONAL COMMISSION 40 COURTLAND STREET, NE ATLANTA, GEORGIA 30303

COPY

MEMORANDUM

DATE: May 25, 2012

TO: Nathan Brandon
Cherokee County Senior Services

FROM: Amanda Pavey

SUBJECT: **SFY2013 Contract (AG1300)**

I have also enclosed the SFY2013 contract (AG1302). Please process this contract for signature and return both to my attention for final execution.

If you have any questions please contact Pete Blomquist at 404-463-3223.

Thank you.

ARC Contract
No. AG1300

AGING SUBGRANT CONTRACT

THIS CONTRACT, entered into as of the 1st day of July, 2012, by and between ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and CHEROKEE COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "Subgrantee")

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "program") which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Department of Human Services (GDHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the funding agencies"), and

WHEREAS, the Subgrantee desires to render such services in connection with the program;

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

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.

2. Independent Contractors. No provision of this contract, nor act of Subgrantee or act of ARC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of ARC. 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 contractor.

3. Scope of Services: The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A", Scope of Services and Service Standards, which is attached hereto and made a part hereof. Such services shall be provided within and respecting any or all of the Atlanta Region (Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties), as further specified in Attachment A hereto.

4. Time of Performance. The effective date of this contract is July 1, 2012. 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. All work and services required hereunder shall be completed on or before June 30, 2013.

5. Method of Payment. Unless otherwise specified in Attachment B, which is attached hereto and made a part hereof, the following method of payment shall be used:

   (a) Progress Payments. Unless otherwise approved by ARC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:

(1) On or before the **eighth day** following each month for which payment is requested, the Subgrantee shall submit to ARC, in a form acceptable to ARC, a request documenting the services provided according to Attachment A and allowable costs, as specified in Attachment B, incurred for that month.

(2) Upon the basis of ARC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled Subcontracts hereinbelow, and its audit and review and approval of (1) the monthly program performance report and (2) the payment request, as specified hereinabove, ARC will make payment to the Subgrantee not more than once a month.

(3) ARC may, at its discretion, disallow or delay payment of all or part of a request if ARC determines that the Subgrantee is not in compliance to ARC's satisfaction with any of the terms of this agreement. Unless the complete monthly program performance report and payment request are received by ARC on or before the eighth day of the month, payment may be withheld until a later payment cycle.

(b) Final Payment.

(1) Subgrantee's closeout reports are to be received by ARC within **fifteen days** of contract termination. ARC may, at its discretion, disallow payment of all or part of an incomplete report or a report received after this deadline.

(2) Upon receipt by ARC of the Subgrantee's closeout report and all other required documentation, ARC will review such documents and make comparisons among the costs authorized in Attachment B and the cumulative value of all payments. Based on such comparisons and upon its determination of compliance with applicable GDHS unit cost requirements and that all other requirements hereunder have been completed, ARC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments or request from the Subgrantee refund of any overpayment. The Subgrantee shall refund to ARC any such overpayment within thirty calendar days of notification by ARC.

(c) Payments by ARC are on a net 30 day basis, subject to availability of appropriate funding.

6. Formal Communication. Formal communications regarding this contract shall include, but not necessarily be limited to correspondence, program performance reports and fiscal reports.

All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and ARC's Executive Director.

However, the Subgrantee executor and ARC'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 must be clearly defined in the written designation.

7. ARC's Designated Agent. According to Paragraph 6 above, ARC's Executive Director hereby designates I. Emerson Bryan, ARC's Director of Support Services, as his agent ("Cognizant Department Director") for purposes of this contract only, except for executing amendments

(Paragraph 27), disputes and appeals (Paragraph 28) regarding this contract.

8. Review and Coordination. To ensure adequate asse: proper coordination among interested parties, ARC : progress of the work and services performed hereun with designated representatives of ARC or the fundi Reasonable notice of such review meetings shall be

9. Inspections. Authorized representatives of ARC anc times review and inspect the program activities and reports, studies, records, and computations prepared to authorized representatives of ARC, the funding a United States or any of their duly authorized represe reasonable times in the Subgrantee's office or site wl and acceptance of such material shall not relieve the correct, at its expense, any errors found in the work. provisions governing retention and custodial require 74, or 45 CFR 92, as appropriate, and by GDHS's re submission of final expenditure reports. If any litiga expiration of the five-year period, records shall be re resolved. The Subgrantee shall include the provisio in connection with this program.

10. General

(a) The Subgrantee agrees to perform in accordan conditions of the guidelines and regulations is Americans Act of 1965, as amended, 45 CFR appropriateness and application of such terms, determined by ARC. The Subgrantee also agr requirements relating to the application, accep program, including, but not limited to, Execut 74 or 45 CFR 92, as appropriate. The Subgra with all requirements imposed by ARC or the requirements of law or program requirements 45 CFR 202 as appropriate.

(b) The Subgrantee agrees that services under this capacity and will foster the development of co systems to serve older persons. To accomplis performance hereunder will:

(1) help secure and maintain maximum aut community setting for persons aged 60 supportive services;

(2) Target services to adults aged 60 and ov determined by screening or assessment.

(Paragraph 27), disputes and appeals (Paragraph 28) or terminations (Paragraphs 36, 37 or 38) regarding this contract.

8. Review and Coordination. To ensure adequate assessment of the Subgrantee's performance and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC or the funding agencies to review such work and services. Reasonable notice of such review meetings shall be given to the Subgrantee.

9. Inspections. Authorized representatives of ARC and the funding agencies may at all reasonable times review and inspect the program activities and data collected pursuant to this contract. All reports, studies, records, and computations prepared by or for the Subgrantee shall be made available to authorized representatives of ARC, the funding agencies, and the Comptroller General of the United States or any of their duly authorized representatives for inspection and review at all reasonable times in the Subgrantee's office or site where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work. The Subgrantee shall be bound by the provisions governing retention and custodial requirements of records of 41 CFR 29-70 or 45 CFR 74, or 45 CFR 92, as appropriate, and by GDHS's required five-year record retention from submission of final expenditure reports. If any litigation, claim or audit is started before the expiration of the five-year period, records shall be retained until such litigation, claim or audit is resolved. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this program.

10. General

(a) The Subgrantee agrees to perform in accordance with all applicable terms, provisions and conditions of the 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 appropriateness and application of such terms, provisions, and conditions shall be determined by ARC. The Subgrantee also agrees to perform 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 Subgrantee assures and certifies that it shall comply with all requirements imposed by ARC 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 Subgrantee agrees that services under this contract will enhance service quality and capacity and will foster the development of comprehensive and coordinated service delivery systems to serve older persons. To accomplish this purpose, the Subgrantee agrees, that its performance hereunder will:

(1) help secure and maintain maximum autonomy, independence and dignity in a community setting for persons aged 60 and over assessed as appropriate, by providing supportive services;

(2) Target services to adults aged 60 and over in greatest economic and social need as determined by screening or assessment.

(c) The Subgrantee agrees that any facility used for delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

(d) Due dates in this contract are based on calendar days. If any due date falls on Saturday, Sunday or ARC holiday, then the due date shall be the next ARC business day.

11. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, adequate personnel required to perform the services under this contract. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the previous twelve-months, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this contract, without the express prior written approval of ARC.

12. Standards for Service Performance.

(a) The Subgrantee shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by ARC, or through ARC from the Georgia Department of Human Services, Georgia Department of Labor, the Administration on Aging, U.S. Department of Health and Human Services or any other funding entity.

(b) The Subgrantee 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 or any change in unit cost will be made without prior written approval of ARC as provided in the Paragraph titled Amendments, hereinbelow.

(c) The Subgrantee acknowledges that ARC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly.

(d) The Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this contract are a part of said Area Plan.

(e) The Subgrantee acknowledges that said Area Plan delineates a range of available services for the elderly and, therefore, the Subgrantee agrees to coordinate and cooperate with all other ARC contracted service providers to the fullest extent possible and in a manner satisfactory to ARC.

(f) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A hereof, and shall be the basis for determining the Subgrantee's performance of supportive services and nutrition services.

(g) The following special provisions shall apply to nutrition services:

(1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of ARC. The sites approved in this contract are specified in "Site Location List" in Attachment A.

(2) The Subgrantee shall not initiate the delivery of nutrition services under this contract at a site not approved by ARC.

(3) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.

(4) Supportive services include: (a) access services such as outreach, transportation, information/assistance and case management; (b) leisure activities; (c) nutrition education; (d) nutrition screening; (e) nutrition counseling: (f) shopping assistance; (g) health screening; and (h) group counseling. The terms and standards for these supportive services are stated in the attached Scope of Services, and thereby incorporated into this contract.

13. Denial or Termination of Services to Clients. The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with a meaningful opportunity to be heard concerning his or her status at a hearing. Said hearing shall be held in accordance with formal grievance procedures approved by ARC, adopted by the subgrantee's governing body and posted prominently at every service delivery site.

14. Reports. The Subgrantee shall furnish ARC with monthly program performance reports, in such form as may be specified by ARC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to ARC within eight days after the end of the report period.

15. Rights in Documents, Materials and Data Produced. The Subgrantee 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 ARC upon termination or completion of the work. ARC and the funding agencies shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee 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 Subgrantee or its subcontractors. The Subgrantee 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 ARC.

16. Publicity.

(a) Publication and Publicity. Articles, papers, bulletins, presentations, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within 30 calendar days after such submission, it shall be presumed that ARC

has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.

(b) Identification of Documents. All reports, surveys, and other documents completed under this contract shall bear on the title page of such report, survey or document, the following legend: "Prepared by (insert name of Subgrantee) under Contract with the Atlanta Regional Commission. The preparation of this (insert either "report or document," as appropriate) was financed in part by funds provided by the U.S. Government through the Georgia Department of Human Services.", along with the date (month and year) in which the document was prepared.

17. Financial Management System. The Subgrantee 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 Subgrantee agrees to maintain accurate financial records to the level of detail specified in Attachment B and in such form and utilizing such procedures as ARC or the funding agencies may require. This includes, but is not limited to, the requirement that Subgrantee financial records shall provide for (1) accurate, current, and complete disclosure of all financial transactions; (2) records that identify adequately the source and application of funds for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee. Unit cost services require documentation for the quantity of units recorded and reported to ARC.

18. Rate of Employee Compensation. The rate of compensation for work performed under this contract by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

19. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to funding agencies.

20. Audits. The Subgrantee shall cause audits to be accomplished in a manner consistent with 41 CFR 29-70, 45 CFR 74, 45 CFR 92, or OMB Circular A-133, as appropriate. Copies of all reports resulting from said audits shall be furnished to ARC no later than thirty calendar days after they are received by the Subgrantee.

21. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, 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 Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, subcontractor or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in

writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

22. Interest of Members of ARC and Others. No officer, member or employee of ARC, 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 ARC, or public official of any local government affected by the program, have an interest, direct or indirect, in this contract or the proceeds arising therefrom.

23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this contract or to any benefits to arise herefrom.

24. Project Administration.

(a) The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to ARC's satisfaction.

(b) The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.

(c) The Subgrantee agrees that the Subgrantee executor and all persons who administer the funds associated with this contract on behalf of the Subgrantee will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment B of the contract or $25,000, whichever is less. The Subgrantee shall transmit written documentation of such bonding to ARC, in form satisfactory to ARC, prior to receipt of any funds from ARC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to ARC, within 20 days after renewal.

(d) The Subgrantee agrees to administer the program in a manner satisfactory to ARC and in accordance with relevant standards and procedures, as determined by ARC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).

(e) The Subgrantee 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 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 a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and its above-described property as well as its employees, agents and volunteers.

25. Subcontracts.

Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:

(a) The Subgrantee requests and receives written permission from ARC before subcontracting the work or services.

(b) The selection of subcontractors is conducted to meet the required competition between potential subcontractors pursuant to 45 CFR 74 or adequate justification for sole source selection is provided.

(c) Each such subcontract shall bind the fourth party contractor to all applicable terms and conditions of this (third party) contract between ARC and the Subgrantee.

(d) The Subgrantee will notify ARC in writing of any fourth party contract with a food vendor or any other fourth party contract in excess of $10,000 total value, related to this agreement, and certify that it meets the terms of items a, b and c above, and has been approved by appropriate legal counsel.

(e) If conditions a. through d. above are not met, then such food vendor or fourth party contract must have written approval by ARC prior to execution. Such ARC approval shall not be unreasonably withheld.

(f) A copy of all fourth party contracts shall be on file at the Subgrantee's office and available for review by ARC, or its representatives, upon request.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner, as determined by ARC, may at ARC'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.

26. Assignability. The Subgrantee shall assign, sublet or transfer all or any portion of its interest in this agreement only with the prior written approval of ARC.

27. Amendments. ARC may require changes in this contract. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Amendments to this contract may be executed on behalf of ARC only by ARC's Executive Director and Chair, as set forth in ARC's Bylaws.

28. Disputes and Appeals. Any dispute concerning a question of fact arising under this contract shall be decided by ARC's Cognizant Department Director who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to the Subgrantee.

The Subgrantee agrees that the decision of ARC's Cognizant Department Director shall be final and conclusive unless, within ten days of receipt of such copy, the Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty days after receipt of the appeal request. Both the Subgrantee and ARC's Cognizant Department Director shall have the right to present witnesses and give evidence concerning the question of fact at such hearing. Within twenty days after the hearing, the Executive Director shall make his decision concerning the question of fact in writing to the Subgrantee and to ARC's Cognizant Department Director.

Pending final decision of an appeal to the Executive Director, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with the decision of ARC's Cognizant Department Director.

The Subgrantee agrees that the decision of the Executive Director 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 to have been arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

The Subgrantee shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by the Subgrantee. Written notice of such procedures shall be provided by the Subgrantee to each of its subcontractors.

29. Assurances. The Subgrantee 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 Nos. A-87, A-122, and A-133, as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the Subgrantee gives assurance and certifies with respect to this SUBGRANT contract that:

(a) For all subgrants, it:

(1) possesses legal authority to apply for this subgrant, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's 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 Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a subgrant contract incorporating the terms of its application.

(2) will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with such Title, 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 receives 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 subcontractor, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee 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. The Subgrantee 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.

shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, 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 Subgrantee 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 Subgrantee 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).

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

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

(3) will comply with applicable 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) will comply with the applicable provisions of the Hatch Act which limits political activity of employees.

(5) 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) will cooperate with ARC 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 ARC, 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 36 CFR Part 800.8) by the activity, and notifying, through ARC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the funding agencies to avoid or mitigate adverse effects upon such properties.

(7) understands that the phrase "Federal financial assistance" includes 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) will insure, for subgrant contracts not involving Federal financial assistance for construction, 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 funding agencies, through ARC, 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) will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, which requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(10) agrees, as a condition to provision of services to clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subgrantee 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 GDHS, as the Subgrantee deems necessary. The Subgrantee further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.

(11) agrees to abide by all State and Federal laws, rules and regulations and GDHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without written consent of the individual employee, client or responsible guardian.

(12) agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

(13) agrees to comply with the requirements of a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier contractors.

(14) agrees to comply with the requirements set forth in Attachment "C" regarding the privacy of participant health information as set forth in 45 CFR § 164.501.

(b) For subgrant contracts involving either full or partial Federal financial assistance for construction program(s):

(1) will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

(2) will have sufficient funds available to meet the non-federal share of the cost for construction programs and that it will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.

(3) will obtain ARC's written approval of the final working drawings and specifications before the program is advertised or placed on the market for bidding; that it will construct the facility, or cause it to be constructed, to final completion in accordance with the application and ARC approved plans and specifications; that it will submit to ARC for prior written approval changes that alter the costs of the program, use of space, or functional layout; and that it will not enter into a construction contract(s) for the program without such prior written approval.

(4) will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as ARC may require.

(5) will operate and maintain the facility in accordance with, at least, the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

(6) will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703) and the Americans With Disabilities Act, as appropriate. The Subgrantee will be responsible for conducting inspections to ensure compliance by the contractor with these specifications.

(7) will cause work on the program to be commenced within a reasonable time after receipt of written notification from ARC that funds have been approved, and the program to be prosecuted to completion with reasonable diligence, but no later than the expiration date of this contract, unless an earlier completion date is specified in Attachment "A" of this contract.

(8) will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds..

30. Property Management Standards. The Subgrantee certifies that it shall comply with the Property Management Standards in 41 CFR 29-70, 45 CFR 74, or 45 CFR 92, as appropriate, governing ownership, use and disposition of any nonexpendable personal property or equipment acquired in whole or part under this contract. The Subgrantee agrees that use of nonexpendable personal property or equipment with an acquisition cost over $1,000 per unit and acquired in whole or in part under this contract will be governed by the Property Management Standards, but that

ownership and disposition of such items shall be governed by such procedures as ARC may require to meet guidelines agreed to between ARC and any or all of the funding agencies.

31. Federal Prohibitions and Requirements Related to Lobbying: Pursuant to Section 319 of Public Law 101-121 (as implemented in 45 CFR Part 93), the Subgrantee agrees that:

(a). No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, 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 Subgrantee shall file with ARC a signed "Certification Regarding Lobbying."

(b). 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 Subgrantee 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 materially affects the accuracy of information contained in any disclosure form previously filed by Subgrantee under subparagraphs (B) or (C) of this paragraph. Events that materially affect the accuracy of the information reported include:

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 Subgrantee 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.

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

The Subgrantee shall require the prohibitions and requirements of this paragraph be included in the award documents for all its subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

32. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Subgrantee 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. Subgrantee 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 such transactions.

33. Compliance with Requirements of the Georgia Department of Human Services (GDHS). The Subgrantee shall be bound by the applicable terms and conditions of the grant contract between ARC and GDHS which is on file in the offices of ARC and is hereby made a part of this contract as fully as if the same were attached hereto. Subgrantee further agrees to adhere to each provision of said grant 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. This includes compliance with GDHS's policy on Nondiscrimination in Employment Practices and in Consumer/Customer/Client Services Practices. Further, this includes compliance with the Immigration Reform and Control Act of 1986 and the Georgia Security and Immigration Compliance Act O.C.G.A 13-10-90 et seq. If any of the terms and conditions of this agreement conflict with any terms and conditions of the grant contract, Subgrantee agrees to abide by the terms and conditions of the grant which shall be controlling unless prior written consent to the contrary is received from ARC.

34. Criminal Records Investigation:

A. The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated (O.C.G.A.). Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Sub grantee must utilize one of the following methods to comply with this requirement:

1. Subgrantee will register with the Georgia Applicant Processing Services (GAPS) at www.ga.cogentid.com and follow the instructions provided at that website; or

2. Subgrantee will contact the Georgia Department of Human Services (DHS) or one of the local county Department of Family and Children Services (DFCS) offices listed below and schedule a Live Scan appointment:
   a. DHR 2 Peachtree Street, NW, Atlanta 404-463-0100 or 404-657-5723
   b. Gwinnett County DFCS 678-518-5651
   c. Henry County DFCS 770-954-2337

B. Pursuant to O.C.G.A. 49-2-14, DHS, after receiving and reviewing the criminal history report generated through the Live Scan process, will advise the Subgrantee if any information contained in the report indicates a crime prohibited by duly published criteria within DHS.

Under such circumstances the individual so identified will not be employed for the purpose of providing services under this contract.

C. 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, child-caring institutions or child care learning centers which are required to be licensed, registered, or commissioned by DHS or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by DHS.

35. Other Requirements. In addition to other requirements of this contract, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all Local, 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 CFR 74, or 45 CFR 92, as appropriate.

Subgrantee agrees that throughout the performance of this contact it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions of 8 USC 1324a and SB 529 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. Subgrantee will ensure that only persons who are citizens or nationals in 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).

Subgrantee 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.

The Subgrantee agrees that, if costs incurred by the Subgrantee 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 ARC, 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 ARC, the Subgrantee shall reimburse ARC in full for any payment made by ARC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

36. Termination for Mutual Convenience. ARC or the Subgrantee may initiate termination of this contract in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written contract amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall allow credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.

37. Termination for ARC's Convenience. ARC may terminate this contract at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at

least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this contract is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B".

38. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this contract, ARC shall thereupon have the right to terminate this contract by giving at least five days written notice to the Subgrantee of such termination and specifying the effective date thereof. In such event, all information and materials produced under this contract and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for allowable costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B". Notwithstanding the foregoing, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC caused by the Subgrantee's breach. ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until the exact amount of such damages is determined.

39. Liability.

A. With regard to Subgrantees which are governmental entities, ARC shall not be liable for the acts or omissions of Subgrantee or Subgrantee's agents, servants, employees, or subcontractors which arise from activities pursuant to this contract and cause a claim, demand, suit or other action to be brought by any person, firm, or corporation.

B. All other Subgrantees agree to indemnify and hold harmless ARC against any and all liability, loss, damages, costs, or expenses which it may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of the Subgrantee or its employees or of any subcontractor of the Subgrantee.

C. If this contract includes provisions for transportation services by Subgrantee, then Subgrantee acknowledges that, as part of its due diligence in connection with the transportation program, ARC monitors and reviews inspection and safety reports and maintenance records generated by the Subgrantee. Subgrantee acknowledges that in undertaking such activities, ARC assumes no liability or responsibility for the safe conduct of the transportation program, which responsibility is solely that of the Subgrantee.

40. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia and all questions of interpretations and construction shall be construed by the laws of such State.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this contract as of the day first above written.

CHEROKEE COUNTY

Tax ID Number:_____

ATTEST:

By:_____

_____

_____
Title

ATLANTA REGIONAL COMMISSION
40 Courtland Street, NE
Atlanta, Georgia 30303

By: _____
Executive Director

ATTEST:

_____
ARC Assistant Secretary

BY: _____
Chair

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2013

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Caregiver

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Averag Cost pe Unit
HCBS-Caregiver-Group									
	OAA Title III E-Family Caregiver Support	$22,000	1.00%	410	$0.00	36.00	$0.00	$53.66	$611.
	Totals for HCBS-Caregiver-Group:	$22,000		410		36.00	$0.00	$53.66	$611.
HCBS-Homemaker-Ind									
	CBS - Respite Care State	$22,275	1.00%	33	$25.00	891.00	$22,275.00	$675.00	$25
	Totals for HCBS-Homemaker-Ind:	$22,275		33		891.00	$22,275.00	$675.00	
HCBS-Respite Care In-Home-Ind									
	Alzheimer's Program, State	$12,649	0.54%	19	$25.00	506.00	$12,650.00	$665.79	$25
	OAA Title III E-Family Caregiver Support	$10,958	0.46%	20	$25.00	439.00	$10,975.00	$548.75	$25
	Totals for HCBS-Respite Care In-Home-Ind:	$23,607		39		945.00	$23,625.00	$605.77	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2013

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS In-Home

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Avera Cost p Uni
HCBS-Homemaker-Ind									
	CBS - HCBS State	$33,200	1.00%	55	$25.00	1,328.00	$33,200.00	$603.64	$2
	Totals for HCBS-Homemaker-Ind:	$33,200		55		1,328.00	$33,200.00	$603.64	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2013

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Nutrition / Wellness

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Aver Cost Uni
HCBS-Congregate Meals-Ind									
	OAA Title III C1 - Congregate Meals	$135,751	0.77%	153	$14.66	9,261.00	$135,766.26	$887.36	$1
	Other	$41,616	0.23%	55	$14.66	2,839.00	$41,619.74	$756.72	$1
	Totals for HCBS-Congregate Meals-Ind:	$177,367		208		12,100.00	$177,386.00	$852.82	
HCBS-Home Delivered Meals-Ind									
	AoA Nutrition Services Incentive Program (NSIP)	$42,405	0.13%	43	$7.00	6,056.00	$42,392.00	$985.86	$
	Income Tax Check-off	$1,395	0.00%	8	$7.00	199.00	$1,393.00	$174.12	$
	NSIP - State	$15,705	0.05%	24	$7.00	2,243.00	$15,701.00	$654.21	$
	OAA Title III C2 - Home Delivered Meals	$147,129	0.45%	167	$7.00	21,019	$147,133.00	$881.04	$
	Other	$123,887	0.37%	109	$7.00	17,691.00	$123,837.00	$1,136.12	$
	Totals for HCBS-Home Delivered Meals-Ind:	$330,521		351		46,290.00	$330,456	$941.47	

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DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2013

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Avera Cost p Uni
HCBS-Case Management-Ind									
	CBS - HCBS State	$75,001	1.00%	180	$0.00	1,555.00	$0.00	$416.67	$4
	Totals for HCBS-Case Management-Ind:	**$75,001**		**180**		**1,555.00**	**$0.00**	**$416.67**	**$48**
HCBS-Information and Assistance-Group									
	CBS - HCBS State	$7,773	0.22%	178	$0.00	245.00	$0.00	$43.67	$3
	OAA Title III B - Supportive Services	$27,724	0.78%	330	$0.00	454.00	$0.00	$84.01	$6
	Totals for HCBS-Information and Assistance-Group:	**$35,497**		**508**		**699.00**	**$0.00**	**$69.88**	**$5**
HCBS-Senior Recreation-Group									
	OAA Title III B - Supportive Services	$19,311	1.00%	500	$0.00	46.00	$0.00	$38.62	$4
	Totals for HCBS-Senior Recreation-Group:	**$19,311**		**900**		**46.00**	**$0.00**	**$21.46**	**$41**
HCBS-Transportation-Ind									
	OAA Title III B - Supportive Services	$28,332	1.00%	80	$5.76	4,919.00	$28,333.44	$354.17	
	Totals for HCBS-Transportation-Ind:	**$28,332**		**80**		**4,919.00**	**$28,333.44**	**$354.17**	
HCBS-Transportation-Voucher									
	CBS - HCBS State	$14,453	0.35%	43	$18.47	783.00	$14,462.01	$336.33	$
	OAA Title III B - Supportive Services	$27,094	0.65%	43	$18.47	1,467.00	$27,095.49	$630.13	$
	Totals for HCBS-Transportation-Voucher:	**$41,547**		**86**		**2,250.00**	**$41,557.50**	**$483.23**	
HCBS-Volunteer Develop/Opp/Service-Group									
	OAA Title III B - Supportive Services	$4,951	1.00%	66	$0.00	3,944.00	$0.00	$75.02	
	Totals for HCBS-Volunteer Develop/Opp/Service-Group:	**$4,951**		**66**		**3,944.00**	**$0.00**	**$75.02**	

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AGING SUBGRANT CONTRACT
ATTACHMENT A - SCOPES OF SERVICE AND SERVICE DETAIL

Subgrantee work under this contract will support the ARC work program as enumerated in the attached Provider/Service Detail Report, including the number of units and persons to be served, in a manner consistent with each applicable Scope of Service in compliance with Sections II and III, below, and all applicable federal, State and ARC standards.

As a provider under this contract, the subgrantee shall:

1. Develop new community support, both public and private.

2. Attend all regularly scheduled and/or called ARC-sponsored meetings and trainings.

3. Develop, maintain, and fulfill written working agreements called for in each service.

4. Distribute updated material describing available services within its service area; implement strategies to foster high visibility; and promote positive public awareness of the aging program and issues facing older adults.

5. Document efforts to generate the program income budgeted for each service.

6. Implement DHS's Aging Information Management System (AIMS) consistent with ARC and DHS procedures and the DHS Uniform Cost Methodology and format.

7. Notify ARC promptly of any change from the approved proposal, incorporated herein by reference, in service delivery, program organization or service delivery sites.

8. Comply with all assurances certified in its written proposal to ARC for the current contract year and, as approved, incorporated herein by reference.

9. Insure that anyone receiving services under OAA Title III, SSBG, CBS or Income Tax Check-off programs receives approved Nutrition Screening and DON-R at initial assessment and subsequent reviews, administered by appropriate, qualified staff.

10. Implement cost sharing for all eligible Older Americans Act and state funded services, according to an approved fee scale. Fees generated must be used to expand the service for which such payment was given.

11. Insure strict confidentiality of client records, identity, status and information, unless written permission is granted by the client or legal guardian to release specific information to specified persons for a specified period of time.

12. Implement appropriate security procedures to protect the confidentiality and privacy of client information during interviews or maintained in automated or manual systems, including laptop computers, fax, email and web-based systems, and in compliance with HIPAA regulations.

13. Maintain waiting lists for services submitted to ARC by the 15th of each month, using approved management procedures. Screening and Case Management services must insure appropriate distribution of services and resources.

14. Comply with grievance procedures as outlined in the Georgia Department of Human Services Manual 5300, Section 100, Subsection 110 (Grievance Procedures for Participants in Non-Medicaid Home and Community Based Services Programs).

Subgrantee shall perform, in a satisfactory manner determined by ARC's cognizant department director, the specific work and services enumerated in this contract.

INFORMATION AND ASSISTANCE SERVICES

Description: Gateway/Access services by trained staff to provide persons with basic and/or detailed customized information about available services and resources, appropriate evaluation/referral/consultation and follow-up. Information and assistance/referral (I&A/R) may be provided face-to-face, by telephone, or by USPS or electronic mail and may include a client assessment or evaluation to facilitate appropriate referral; initial contact with agency to which client is referred; advice to client on effective utilization of services; and follow-up contact to determine client satisfaction and appropriateness of referral. When appropriate, links to websites may be provided.

Service Delivery: The subgrantee shall establish and staff a formal information and assistance/referral component which complies with standards in the *AgeWise Connection Procedural Guidelines for the Atlanta Region*, HIPAA and the Ga. DHS/DAS HCBS Manual sections; insure that staff providing I&A/R services are certified by the National Alliance of Information and Referral Systems; support updating and accuracy of the ESP Longterm Care or SEP database; distribute information, publications and newsletters prepared by ARC; maintain written working agreements with other related service providers; participate in training; and submit the standardized Aging Connection monthly performance report to ARC by the 8th of each month. Close coordination with case management and with agencies serving the developmentally disabled is required. Subgrantee shall make good-faith efforts to insure that I&A/R services are available to persons with limited English proficiency and to persons who are deaf or hearing impaired.

Program Design: The subgrantee shall provide information and assistance/referral services to older adults in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. I&A/R units (contacts) to be provided and the number of persons to be served are listed in the Provider/Service Detail Report. Special Information and Assistance initiatives may be created under this scope for special needs populations, such as older adults seeking employment, caregivers, grandparents/relatives raising grandchildren and those with limited English proficiency.

IN-HOME SERVICES

Description: Services to maintain and strengthen the capacity of appropriate individuals, who would otherwise be unable to care adequately for themselves, because of difficulty with activities of daily living and/or instrumental activities of daily living, and to support caregivers of frail older adults. In-home services delivered using State Alzheimer's funding and designed for this population, may be provided to adults with dementia, regardless of age. Close coordination with HCBS case management other community resources (CCSP, for example) is essential. Activities defined as in-home services include:

a. Homemaker – scheduled services of a trained and supervised homemaker, whether subgrantee staff or contractor, to assist in the performance of tasks such as, but not limited to, light housekeeping, essential shopping, escort and meal preparation.

b. In-Home Respite – services of a trained and supervised individual, staff or contractor, to provide temporary assistance in the care of a frail elderly person, thereby relieving the primary caregiver of such tasks on a short-term, pre-scheduled basis. In-Home Respite may be provided through an approved voucher program.

c. Personal Care – services of licensed provider staff may include assistance with such hands-on activities as bathing, dressing and grooming.

d. Chore – services related to minor home maintenance and safety.

Service Delivery: In-home services will be provided, based on client assessment, for a prescribed portion of an eight-hour day, on specified days (five or fewer) per week or per month, according to an approved client assessment and care plan and taking into consideration the level of available services and any waiting lists, under any fund source covered by this contract. Subgantee shall have on file written working agreements with related service providers.

Program Design: Subgrantee shall insure that each staff or contract in-home services worker is supervised and receives appropriate training in compliance with the DHS\DAS HCBS Manual Requirements for Homemaker, Personal Care, Chore and Respite Services and, where applicable, with the Homecare Licensing Standards/Requirements promulgated by the State of Georgia Office of Regulatory Services. Compliance with above includes use of appropriate discharge procedures and compliance with HIPAA. In-home services may be provided via voucher programs. The subgrantee shall provide in-home services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. All information regarding the number of units of service (one hour) to be provided and the number of persons to be served is listed in the Provider/Service Detail Report. See related scopes for Home Management and Homesharing.

CASE MANAGEMENT SERVICES

Description: Gateway/Access services to screen potential clients or primary caregivers, for appropriate referrals and interventions; conduct initial and reassessments of an individual's functional status, support systems, health and nutritional status and unmet needs by telephone or in a face-to-face, comprehensive interview at the client's place of residence; provide information and counseling relative to appropriate and available services; develop a comprehensive individualized care plan with client input and reflecting client preferences; review the care plan at prescribed intervals or as needed; arrange, coordinate, and broker needed service; monitor client services as to delivery in a timely, professional, cost-effective manner; and determine client satisfaction. The case manager acts as coordinator of services and client advocate to insure appropriateness of services and to foster informal support to maintain client's maximum independent functioning. Confidentiality and client autonomy will be assured throughout the process during initial and subsequent interviews, via telephone, through recording and reporting, and security of all client data safeguarded during the reporting and transmission, whether electronic or manual, including full compliance with HIPAA.

Service Delivery: Case Management services may be provided by subgrantee employees, contractor staff or through a voucher program. Client data will be kept secure, whether recorded manually, entered in a web application or other database, or stored on laptop computers. Subgrantee shall coordinate external referral efforts and use the ESP/Longterm Care database to access information about available services. Client records will reflect referrals to other service providers whenever appropriate, particularly to avoid client placement on a waiting list. Case management may not be limited to internal referrals.

Program Design: The subgrantee shall provide case management in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. All services must be delivered in compliance with ARC procedures, including the CHAT Assessment and relevant sections, including staff structure and qualifications, of the Ga. DHS/DAS HCBS Services Manual. Case managers will attend all applicable DHS, ARC and other trainings/meetings. All information regarding units (hours) to be provided and number of persons to be served is enumerated in the Provider/Service Detail Report. In order to comply with the Older Americans Act, as amended, for all case management services provided under this contract, the subgrantee assures that:

> There will be no duplication of case management services. One client will not receive case management services through more than one service program/funding source at any one time. The needs of the individual will have priority in service selection and delivery above all other considerations; case managers will at no time be motivated by the provider's need to draw down resources by delivering a particular service; and case management will not be used to promote other provider services.

HOME-DELIVERED MEAL SERVICES

Description: The provision of a meal which complies with U.S. Dietary Guidelines for Americans and provides at least 33.3% of the RDA for one meal and 66.6% of the RDA for two meals, to temporarily or permanently homebound, older adults on weekdays (weekends/holidays, if needed).

Service Delivery: The following services will be provided in conjunction with the meal:

NUTRITION EDUCATION: Accurate and culturally sensitive information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status, to be provided at least monthly and overseen by a Registered Dietitian.

NUTRITION COUNSELING: Individualized advice and guidance to persons who are at nutritional risk, based on assessment, provided by a qualified health professional according to state laws and policy.

NUTRITION OUTREACH: Activities with emphasis on identifying potential program participants who are among those in greatest social and economic need.

INFORMATION SHARING: activities to help homebound clients access community resources including useful information on EBT/Food Stamps at least once per quarter.

NUTRITION SCREENING/ASSESSMENT: Administration of the NSI with follow-up for those at nutritional risk by a qualified individual to administer the Level One Screen for the purpose of developing individualizes plans of advice and guidance to persons with high NSI scores.

The subgrantee shall use volunteers; have written working agreements with county health departments, mental health centers, recreation departments, and other appropriate agencies; through case management services identify clients in need of physician-prescribed, modified meals; reassess meal clients, including initial administration and subsequent updating of the Nutrition Screening and DON-R instruments; and comply with current DHS Standards for Nutrition Services, the Ga. DHS/DAS HCBS Manual and other applicable regulations, including USDA/NSIP regulations.

Program Design: The subgrantee shall provide home-delivered meals in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. The number of meals to be served and the number of persons to be served are listed on the Provider/Service Detail Report.

CONGREGATE MEAL SERVICES

Description: Provision to an eligible client or other eligible participant at a senior center or other congregate setting, a meal which complies with Dietary Guidelines for Americans, provides at least 33.3% of the RDA per meal. Meals must be available to older adults in a group setting at least five days per week.

Service Delivery: Except for designated satellite sites, each center providing congregate meals must serve an average of at least 20 participants per day, based on the average number of meals served per day during any given month. Meals shall be provided for a minimum of 250 days per year and each center must be open to participants for a minimum of 4 hours per day. The following services and activities will be included as part of the congregate nutrition services program:

NUTRITION EDUCATION: Providing accurate and culturally sensitive nutrition, physical fitness, or nutritional health information, at least monthly and overseen by a Registered Dietitian.

NUTRITION COUNSELING: Individualized advice and guidance to persons at nutritional risk, by a qualified health professional according to State law and policy.

EXERCISE/PHYSICAL FITNESS: Activities such as low impact aerobics classes, walking clubs and/or resistance training in a group setting.

NUTRITION SCREENING /ASSESSMENT: Administration of the NSI with follow-up for those at nutritional risk by a qualified individual to administer the Level One Screen for the purpose of developing individualizes plans of advice and guidance to persons with high NSI scores.

NUTRITION OUTREACH: Activities with emphasis on identifying potential program participants who are among those in greatest social and economic need.

INFORMATION SHARING: Monthly to help persons access community resources, including a session on EBT/Food Stamps at least once a quarter.

RECREATION: Activities to promote socialization by arranging for and encouraging participation in, such activities as games, crafts, performing arts, and/or sports, which are facilitated by an instructor.

HEALTH PROMOTION/WELLNESS: Provision of information programs promoting wellness, healthy lifestyles and disease prevention, Including health-related screening opportunities each month to have health-related tests for the purpose of determining the need for health care services, in a group setting

The subgrantee shall use volunteers; support site councils with elected officers and written bylaws at each site; have written working agreements with county health departments, recreation departments, and other appropriate agencies; identify clients in need of physician-prescribed, modified meals; assess meal clients, including initial administration and subsequent updating of the Nutrition Screening and DON-R; assess for home-delivered meals; and comply with DHS Standards for Nutrition Services, the Ga. DHS/DAS HCBS Manual and other applicable regulations, including USDA/NSIP regulations.

Program Design: The subgrantee shall provide congregate meals in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. The number of meals to be served and the number of persons to be served are listed on the Provider/Service Detail Report.

VOLUNTEER OPPORTUNITIES

Description: Recruitment, training, placement and supervision of volunteers who will assist, as needed, in the delivery of a wide range of aging services. Associated activities include: (a) identification of potential volunteers or groups of volunteers; (b) development of recruitment strategies; (c) selection and screening of volunteers to meet specific requirements of the agency; (d) organization of orientation and training programs for volunteers (to include training on client rights, confidentiality and HIPAA requirements); (e) supervision and evaluation of volunteer service delivery; and (f) formal recognition of volunteers. If supported by grant funds under this contract, volunteers must perform identified tasks in support of aging services or components thereof.

Service Delivery: Volunteer recruitment efforts shall include, but not be limited to, the development and distribution of printed material, speaking engagements, presentations, individual contacts, and media coverage. Supervision shall include development and distribution of a volunteer manual which includes, but is not limited to, confidentiality and emergency reporting policies, job descriptions for volunteer positions, volunteer selection criteria, and a performance evaluation instrument whereby each volunteer can evaluate the program and subgrantee can evaluate the performance of each volunteer. Subgrantee shall schedule volunteer service delivery and provide alternate volunteers. Volunteers shall be responsible for assigned tasks essential to the operation of the aging program and in accordance with written job descriptions. Subgrantee must establish and maintain recordkeeping systems to document both volunteers and volunteer time. A volunteer component covered by this contract must comply with all federal, State and ARC standards, including relevant sections of the Ga. DHS/DAS HCBS Manual.

Program Design: The subgrantee shall provide volunteer services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. All information regarding service units to be provided is listed on the Provider/Service Detail Report.

TRANSPORTATION SERVICES

Description: Access services to provide necessary transportation for persons age 60 and over. Transportation may be provided as fixed route, demand-response or group charter, counted as one-way passenger trips (owpt). Specifically, fixed route trips may include travel to a senior center or an adult day health center; demand-response trips may include medical appointments/therapies, social service agencies, or pharmacies; and group charter trips may include travel for group shopping, recreation activities, and special events. All trips should be provided in coordination with other available transportation services. Fixed route and group charter trips may be directly related to the congregate meals program and must conform to applicable nutrition program contract requirements.

Service Delivery: Subgrantee shall comply with *DHS Vehicle Policies and Procedures Manual* relative to all state-titled or agency-owned vehicles. Drivers and other relevant transportation staff, whether employees or contract staff, will be properly trained and supervised in compliance with all applicable regulations and will demonstrate capacity to meet the needs of older adults.

Program Design: The subgrantee shall insure that transportation services are provided in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. Transportation service units (one-way passenger trips) to be provided and the number of persons to be served under this contract are listed on the Provider/Service Detail Report.

TRANSPORTATION VOUCHER SERVICES

Description: Provision of transportation services through the use of vouchers to eligible riders age 60 and over who are transportation disadvantaged. The vouchers can be exchanged for one-way passenger trips. Vouchers guarantee that a driver will be paid later for giving a ride now. Vouchers may be used by individuals to access whatever transportation resources are available including, but not limited to, family members, neighbors, volunteers and taxi companies. Transportation providers/volunteer drivers may not reside in the same household as the eligible rider.

Service Delivery: Subgrantee shall maintain documentation to support selection of clients to receive vouchers as well as the registration of and payment to transportation providers for voucher reimbursement. Vouchers may be issued in the form of a pre-printed checkbook with a dollar amount allocation. Subgrantee shall allocate vouchers and reimburse drivers and may help clients locate rides. Transportation units will be counted as one-way passenger trips.

Program Design: The subgrantee shall insure that transportation voucher services are provided in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. Transportation voucher service units (one-way passenger trips) to be provided and the number of persons to be served under this contract are listed on the Provider/Service Detail Report.

CAREGIVER – GROUP

Description: Caregiver group activities provided on behalf of caregivers and care receivers to support their continued independence and well-being. Staff Activities include:

Service Delivery: The following activities will be conducted in the delivery of caregiver services:

1. Community & Public Education: Contacts with several current or potential clients/caregivers, or the general public, to inform them of service availability or provide general program information.
2. Events: Special events such as advocacy, recognitions or celebrations, etc.
3. Support Groups: A group of persons who meet on a regular, defined basis to discuss common problems or life issues to provide an expansion of social resources and knowledge relevant to members' situation, relief and reassurance, and enhanced coping skills.
4. Training: Provision of skill building for caregiver clients and/or professional caregivers conducted in a group setting.

Program Design: The subgrantee shall provide group caregiver services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. One session equals a unit of service. The number of units to be provided and the number of persons to be served are enumerated in the Provider/Service Detail Report.

RECREATION SERVICES

Description: Services to promote socialization of older, isolated, limited English- speaking older adults in a group setting by arranging for and encouraging their participation, either directly or as spectators, in such activities as sports, the performing arts, games and crafts which are facilitated by an instructor or provider.

Service Delivery: All activities under this scope are to be coordinated with other services, which are part of a Health and Wellness Program. Subgrantee shall broaden and integrate the funding of the recreation component in order to maximize service delivery. Subgrantee shall comply with the appropriate standards and relevant sections of the Ga. DHS/DAS HCBS Manual. Subgrantee shall have on file written working agreements with related service providers.

Program Design: The subgrantee shall provide recreation services in accordance with the proposal submitted to ARC meeting all mandated standards/guidelines and, as approved, incorporated herein by reference. All information regarding units of service to be delivered and number of persons to be served is listed in the Provider/Service Detail Report.

AGING SUBGRANT CONTRACT
ATTACHMENT B – COMPENSATION

I. Compensation: The available compensation is shown by service, cost center, and resource category on the "Distribution of Resources, SFY 2013" Exhibits, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes.

II. The sub grantee's request for payment described in the "Method of Payment" paragraph in the main body of the Contract shall delineate charges to be applied to each service. In no event will total cost under each service exceed the maximum amounts listed on the "Distribution of Resources" exhibit, nor shall ARC's payment to the sub grantee exceed the total of state and federal funds in this contract.

Any deviation from or changes to the approved budget shall be handled as follows:

A. Deviations between budget line items (for cost reimbursable services) within the same service are permitted if the total of such transfers does not exceed 10 percent of the total amount for that service as shown on Page B-5/6. Sub grantee must promptly submit written notice of such deviation to ARC for approval. ARC will update AIMS and notify the sub grantee that the change has been approved.
B. Deviations between services within the same fund source are permitted if the total of such transfers does not exceed 10 percent of the total amount for that fund source as shown on Page B-5/6. Sub grantee must promptly submit written notice of such deviation to ARC for approval. ARC will update AIMS and notify the sub grantee that the change has been approved.
C. If the sub grantee's proposed deviations exceed the tolerances identified in A or B above, a formal contract amendment must be requested by the sub grantee, approved by ARC, and executed by both parties.

III. Matching Share: In addition to the requirements specified herein, the sub grantee specifically agrees to comply with, and shall be bound by, the applicable terms and procedures for determining the allowability of non-federal contributions by the sub grantee or other non-federal parties in

satisfying the cost sharing and matching requirements of this Contract, if any, including but not limited to 45 CFR 74 and 45 CFR 92 as appropriate.
The sub grantee further agrees that if non-federal contributions provided by the sub grantee or other non-federal parties to fulfill the matching share requirements of this contract, if any, are not in conformity with the above and are subsequently disallowed as a result of an audit by ARC, the funding agencies, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by ARC, the sub grantee shall, within thirty (30) calendar days of receipt of such written demand reimburse ARC the amount of compensation previously paid by ARC to the sub grantee that became unearned because of such disallowance.

IV. Program Income: Program income, as defined in 45 CFR 74 and 45 CFR 92 as appropriate, is further defined as follows:

Funds projected to be contributed by participant(s) or person(s) on behalf of a particular participant(s) of the program during the period of this subgrant contract. Expenditure of this resource is limited to funds actually received, up to the amount shown on the "Distribution of Resources" exhibit. If program income is generated in excess of the amount shown on the "Distribution of Resources" exhibit, a contract amendment executed by both parties is required prior to expenditure.

All program income is bound by the same guidelines and requirements governing the expenditure of all funds in this contract. It is a resource to be budgeted and accounted for by service.

V. General:

A. The Sub grantee agrees that the 'year to date" percent of annual budget expended (by service or by category, and/or by Part, as appropriate) shall be in approximate alignment with the "year to date" percent of units of service delivered.

B. For services funded by the Older Americans Act, Social Services Block Grant, USDA and the Long Term Care Ombudsman Program, the Sub grantee cannot spend or request reimbursement for more than 25% of

the Federal and corresponding State and local match during the first quarter (July-September).

C. The Sub grantee agrees that Match and Program Income collected shall be expended monthly or at intervals such that state and federal funds are not expended at an accelerated rate (e.g. 10 percent match to 90 percent state and federal funds in Title III; 10 percent match to 90 percent federal funds in Title V; and 12 percent match to 88 percent state and federal funds in SSBG).

D. The Sub grantee agrees to furnish annual cost/cash contribution or in-kind match for Title III and Title V, as appropriate, which represents 10 percent of the total Title III and Title V federal, state, and local funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Sub grantee monthly at 10 percent of the total monthly project expenditures for each service claimed for reimbursement.

E. The Sub grantee agrees to furnish annual cost/cash contribution or in-kind match for SSBG, which represents 12 percent of the total SSBG funds expended under this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Sub grantee monthly at 12 percent of the total monthly project expenditures for each service claimed for reimbursement.

F. The Sub grantee agrees that ARC may withhold payment if compliance is not maintained with A., B., C. above or if satisfactory explanations are not provided regarding the provision of services and dollars expended.

G. Any advance under this contract must be <u>returned to ARC prior to the end of the contract period</u>. The Sub grantee further agrees that upon termination of this contract for any reason, all unexpended funds held by the Sub grantee shall revert to ARC. Receipt of advance funds by the Sub grantee requires a fidelity/assurance bond and the "advanced funds" will be separately recorded in the Sub grantee accounting records as a unique liability to ARC account. The Sub grantee further agrees that the "advance funds" will be repaid in three equal installments during March, April, and May of this contract period unless ARC's Director of Support Services gives prior written approval for another repayment schedule. Should any interest be earned on funds that were advanced by ARC, the Sub grantee will apply the interest to the cost of this contract prior to making a reimbursement/payment request to ARC.

H. For unit cost based services, payments will be based on actual number of units provided, as submitted by the Sub grantee through monthly reports to ARC. However, maximum payment will not exceed the total cost per service, per fund source, as indicated on the "Distribution of Resources, Unit Cost" page in this contract. A unit cost must be the same dollar amount regardless of funding source.

CHEROKEE COUNTY BOARD OF COMMISSIONERS
DISTRIBUTION OF RESOURCES
SFY 2013

SFY 2012 BUDGET	I&A Group	Senior Rec	Trans. Ind.	Trans. Voucher	Vol Dev	308AS1 Title III-B	Home-maker	Case Mgmt	I&A Group	Trans Voucher	308AC1 CBS	Home Del. Meals	308AU1 NSIP	Home Del. Meals	308AU2 NSIP State	Congregate Meals	Home Del. Meals	308AS4 Title III-C
UNIT COST REIMBURSEMENT																		
Cost Per Unit of Service			5.76				25.00					7.00		7.00		14.86	7.00	
Proposed Annual Units			4,919				1,328					6,066	6,066	2,243	2,243	9,281	21,018	30,279
Total Cost			28,332			28,332	33,200				33,200	42,405	42,405	15,705	15,705	135,751	147,129	282,880
In Kind											-		-					
Total Cash Unit Costs			28,332			28,332	33,200				33,200	42,405	42,405	15,705	15,705	135,751	147,129	282,880
											-							
NON-UNIT COST REIMBURSEMENT											-							
Salaries/Fringe Benefits	13,327	4,854			2,049	20,230		59,744	7,773		67,517							
Staff Mileage	450	1,000		18,475		17,925		4,000			4,000							
Volunteer Mileage/Per Diem Reimbursement						-					-							
Space/Building Expenses						-					-							
Computer Operations						-					-							
Equipment Maintenance						-		500			500							
Copy/Printing						-					-							
Dues/Subscriptions						-		800			800							
Other Equipment						-					-							
Supplies	2,500	-				2,500		2,000			2,000							
Postage	400	-				400		200			200							
Service Sub-contracts						-					-							
Site Supplies		-			2,000	2,000					-							
Telephone & Other Telecommunications						-		2,000			2,000							
Training Expenses	250	-				250		400			400							
Other Supply Expenses		2,740				2,740					-							
Service Contracts		3,000		10,619		13,619					-							
Reallocated Cost from UCM	10,797	7,717			902	19,416		5,357		14,453	19,810							
Total Cash Non Unit Costs	27,724	19,311	-	27,094	4,951	79,080	-	75,001	7,773	14,453	97,227							
TOTAL BUDGET	27,724	19,311	28,332	27,094	4,951	107,412	33,200	75,001	7,773	14,453	130,427	42,405	42,405	15,705	15,705	135,751	147,129	282,880

FUND SOURCES	I&A Group	Senior Rec	Trans. Ind.	Trans. Voucher	Vol Dev	308AS1 Title III-B	Home-maker	Case Mgmt	I&A Group	Trans Voucher	308AC1 CBS	Home Del. Meals	308AU1 NSIP	Home Del. Meals	308AU2 NSIP State	Congregate Meals	Home Del. Meals	308AS4 Title III-C
Federal	23,583	16,312	21,107	22,523	4,208	87,713					-	42,405	42,405		-	111,988	119,448	231,436
State Match	1,387	960	1,242	1,325	248	5,162					-		-		-	6,567	7,027	13,594
Local Match																		
Cash	2,774	1,919	2,483	2,650	495	10,321					-		-		-	13,176	14,054	27,230
Non-cash						-					-		-		-			-
State						-	32,000	75,001	7,773	13,453	128,227		-	15,705	15,705			-
Voluntary Client Contributions		120				120	-	-	-	-	-	-	-	-	-	4,000	6,500	10,500
Client Cost Share Revenue			3,500	596		4,096	1,200	-	-	1,000	2,200		-		-		-	-
Fees/Private Pay						-	-	-	-	-	-		-		-	-	-	-
County	-				-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total of All Fund Sources	27,724	19,311	28,332	27,094	4,951	107,412	33,200	75,001	7,773	14,453	130,427	42,405	42,405	15,705	15,705	135,751	147,129	282,880

CHEROKEE COUNTY BOARD OF COMMISSIONERS
DISTRIBUTION OF RESOURCES
SFY 2013

SFY 2012 BUDGET	Caregiver Group	In-Home Respite	308AS3 Title III-E	In-Home Respite	308AA2 ALZ State	Home Del. Meals	308AT1 ITCK	Home-maker	308AC6 CBS Respite	Home-maker	Home Del. Meals	Trans. Ind.	308DCT Care Transitions	Total
UNIT COST REIMBURSEMENT														
Cost Per Unit of Service		25.00		25.00		7.00	-	25.00		25.00	7.00	5.75		
Proposed Annual Units		438		506	506	199	-	891		40	143	174		
Total Cost		10,958		12,649	12,649	1,395	1,395	22,275	22,275	1,000	1,000	1,000	3,000	441,841
In Kind													-	-
Total Cash Unit Costs		10,958	10,958	12,649	12,649	1,395	1,395	22,275	22,275	1,000	1,000	1,000	3,000	452,799
NON-UNIT COST REIMBURSEMENT														-
Salaries/Fringe Benefits	11,509	-	11,509		-		-	-	-					99,256
Staff Mileage	500	-	500		-		-		-					22,425
Volunteer Mileage/Per Diem Reimbursement			-				-							-
Space/Building Expenses	-	-	-		-		-		-					-
Computer Operations	-	-	-		-		-		-					-
Equipment Maintenance														600
Copy/Printing			-				-							-
Dues/Subscriptions	100		100				-							900
Other Equipment	-	-	-		-		-		-					-
Supplies	1,320	-	1,320		-		-		-					5,820
Postage	400		400				-							1,000
Service Sub-contracts	-	-	-	-	-	-	-	-	-					-
Site Supplies	-		-				-							2,000
Telephone & Other Telecommunications														2,000
Training Expenses	250		250				-							900
Other Supply Expenses	1,450		1,450		-		-		-					4,190
Service Contracts	-	-	-		-		-		-					13,619
Reallocated Cost from UCM	6,471	-	6,471											45,897
							-		-					-
Total Cash Non Unit Costs	22,000	-	22,000	-	-	-	-	-	-	-		-		195,307
TOTAL BUDGET	22,000	10,958	32,958	12,649	12,649	1,395	1,395	22,275	22,275	1,000	1,000	1,000		648,106

FUND SOURCES	Caregiver Group	In-Home Respite	308AS3 Title III-E	In-Home Respite	308AA2 ALZ State	Home Del. Meals	308AT1 ITCK	Home-maker	308AC6 CBS Respite	Home-maker	Home Del. Meals	Trans. Ind.	308DCT Care Transitions	Total
Federal	16,500	8,218	24,718		-		-		-	1,000	1,000	1,000	3,000	389,272
State Match	3,300	1,644	4,944		-		-		-					23,720
Local Match					-									
Cash	2,200	1,096	3,296		-		-		-					40,847
Non-cash			-		-		-							-
					-									
State			-	12,549	12,549	1,395	1,395	22,265	22,265					180,141
Voluntary Client Contributions			-	-	-		-		-	-	-			10,720
Client Cost Share Revenue		-	-	100	100		-		-					8,396
Fees/Private Pay		-	-	-	-		-	-	-	-				-
County	-	-	-	-	-		-	10	10	-	-			10
							-							
Total of All Fund Sources	22,000	10,958	32,958	12,649	12,649	1,395	1,395	22,275	22,275	1,000	1,000	1,000	3,000	651,106

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective, 7/1/2012 ("Effective Date"), is entered into by and between Cherokee County Board of Commissioners (the "Contractor"), with an address at 90 North Street Suite 310 Canton,GA 30114 and the Atlanta Regional Commission/Division of Aging Services (the "Covered Entity"), with an address at 40 Courtland Street, N.E., Atlanta, Georgia 30303 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities, including healthcare providers (the "Final Privacy Rule"), and meant to protect information regarding individuals treated by those providers. Throughout this Agreement, "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g); and

WHEREAS, the Final Privacy Rule requires that the Covered Entity enter into this Agreement with Contractor in order to protect the privacy of individually identifiable health information ("Protected Health Information", or "PHI") maintained by the Covered Entity as that term is defined in 45 CF.R. § 164.501. The scope of this Agreement is limited to the information created or received by Contractor from or on behalf of the Covered Entity; and

WHEREAS, Contractor and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

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

1. **Services Agreements.**

1.1 Existing Services Agreements. Covered Entity and Contractor are parties to a Services Agreement, which was executed prior to the Effective Date, currently in effect, and incorporated by reference. All existing Agreements between the Parties are incorporated into this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.2. Contemporaneous Services Agreement. In the event that Covered Entity and Contractor are not parties to a Services Agreement existing prior to the Effective Date, but instead

enter into a Services Agreement at the same time as executing this Agreement, such agreement shall be attached as Exhibit A, or incorporated here by reference. In the event of conflict between the terms of the Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

1.3. Use and Disclosure of PHI to Provide Services. The Contractor will not use or further disclose PHI (as such term is defined in the Final Privacy Rule) other than as permitted or required by the terms of the Service Agreement or as required by law. Except as otherwise provided in this document, the Contractor may make any and all uses of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses not authorized by this Agreement are prohibited.

2. **Additional Contractor Activities.** Except as otherwise provided in this Agreement, the Contractor:

2.1. Agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law, as that phrase is defined at 45 CFR 164.501, provided that such use or disclosure would not violate the Final Privacy Rule if done by the Covered Entity.

2.2. Represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws, and (ii) the Contractor will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Final Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement, and that such person will notify the Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2.3. May bring together the Covered Entity's PHI in Contractor's possession with the PHI of other covered entities that the Contractor has in its possession through its capacity as a contractor to such other covered entities, provided that the purpose of bringing the PHI information together is to provide the Covered Entity with data analyses relating to its Healthcare Operations, as such term is defined in the Final Privacy Rule. The Contractor will not disclose the PHI obtained from Covered Entity to another Covered Entity without written authorization from Covered Entity.

2.4 May de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in C.F.R. §164.514(b) and that Contractor maintains such documentation as required by applicable law, as provided for in 42 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

3. **Contractor Covenants.** Contractor agrees to:

3.1 Use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement;

3.2 Not to use or further disclose PHI except as permitted under this Agreement, the Final Privacy Rule, and applicable State Law, each as amended from time to time;

3.3 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

3.4 Report to Covered Entity any use or disclosure of the PHI not permitted by this Agreement within five days of the Contractor becoming aware of such use or disclosure;

3.5 In conjunction with the requirements of Section 2.2, ensure that any subcontractors or agents to whom it provides PHI received from, or created or received by the Contractor on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Contractor with respect to the PHI;

3.6 Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Within ten days of a request by Covered Entity, report to Covered Entity all disclosures of PHI to a third party for a purpose other than Treatment, Healthcare Operations or Payment, as such terms are defined in the Final Privacy Rule. The report to the Covered Entity shall identify: (i) the subject of the PHI (i.e., patient name or identifier); (ii) the PHI disclosed; and (iii) the purpose of the disclosure in accordance with the accounting requirements of 45 C.F.R. §164.528;

3.7 Maintain the integrity of any PHI transmitted by or received from Covered Entity;

3.8 Comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities;

3.9 Provide the rights of access, amendment, and accounting as set forth in Sections 5 and 6.

3.10 Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)B).

4. **Covered Entity Covenants.**

4.1 Covered Entity shall provide Contractor with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

4.2 Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.

4.3 Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

4.4 Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This provision specifically excepts those situations in which the Contractor will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Contractor.

5. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about a patient contained in a Designated Record Set, as such is defined in the Final Privacy Rule, the Contractor shall make available to Covered Entity, or the patient to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any patient requests access to PHI directly from the Contractor, the Contractor shall, within five days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Covered Entity for the amendment of patient's PHI or a record regarding a patient contained in a Designated Record Set the Contractor shall, as required by 45 C.F .R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Contractor or others to the loss of the patient who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by Contractor in a Designated Record Set.

7. **Accounting for Disclosures of PHI.** Within thirty (30) days of notice by Covered Entity to the Contractor that it has received a request for an accounting of disclosures of PHI regarding an individual, the Contractor shall make available to Covered Entity such information as is in the Contractor's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Contractor, the Contractor shall, within five (5) days, forward the request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver to the Individual any accounting requested.

8. **Access to Books and Records Regarding PHI.** Within ten (10) days of notice by the Covered Entity, the Contractor will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Contractor on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity compliance with the Final Privacy Rule.

9. **Disposition of PHI Upon Termination.** The Contractor will, at termination or expiration of the Services Agreement, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of, Covered Entity which the Contractor and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Contractor will notify Covered Entity of such event in writing, and will therefore extend the protections of this

Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

10. **Representations and Warranties.**

10.1. Mutual Representations and Warranties of the Parties.

Each Party represents and warrants to the other Party:

(a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations described in this Agreement, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

(b) that neither the execution of this Agreement, nor its performance, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance.

(c) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

(d) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

11. **Term.** Unless otherwise terminated as provided in Section 12, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

12. **Termination.**

12.1. Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such expiration or termination in accordance with Section 13.

12.2. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, the Services Agreement and any related agreements if the Covered Entity makes the determination that Contractor has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Contractor with written notice of the existence of the breach and provide Contractor with thirty (30) calendar days to cure said breach upon mutually agreeable

terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Contractor shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. Failure by Contractor to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by the Covered Entity. If termination is not feasible, Covered Entity has the right to report the breach or violation to the Secretary of the U.S. Department of Health and Human Services.

13. **Effect of Termination.** Upon termination pursuant to Section 12, Contractor agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(1), if it is feasible to do so. Prior to doing so, the Contractor further agrees to recover any PHI in the possession of its subcontractors or agents.

    If it is not feasible for the Contractor to return or destroy all PHI, the Contractor will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Contractor has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Contractor further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Contractor's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

    If it is not feasible for the Contractor to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Contractor must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

14. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.

15. **Amendments; Waiver.** Both the Covered Entity and Contractor agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Final Privacy Rule and HIPAA. This Agreement may not be modified, nor shall any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

16. **Notices.** Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity:

ARC/Division of Aging Services
40 Courtland Street, N.E.
Atlanta, Georgia 30303

Contractor:
Cherokee County Board of Commissioners
90 North Street Suite 310
Canton, GA 30114

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

17. **Regulatory References.** A reference in this Agreement to a section in the Final Privacy Rule means the section in effect or as amended, and for which compliance is required.

18. **Survival.** The respective rights and obligations of Contractor under this Agreement shall survive termination of this Agreement.

19. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule and which protects the privacy of the Individual.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date:

_____

Atlanta Regional Commissioner,

Executive Director

_____

Cherokee County Board of Commissioners

CONTRACTOR/VENDOR INFORMATION

Legal name & address of entity with which ARC is to contract:

Cherokee County
1201 Univeter Rd.
Canton, GA 30115

If different from above-
Legal name of Payee: _____
Payment Address: _____
_____
_____

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):
__Corporation __Partnership __Individual __Sole Proprietor
__501C3 __501C4 __Other Non-profit (describe) _____
__State Government X County/Local Government
Other(describe):_____

(Federal) Employer Identification Number: 58-6000799
OR
Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES ____ NO X

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES ____ NO X

Is this contractor/vendor a:
Disadvantaged Business Enterprise under 49 CFR Part 26? YES ____ NO X
Minority ___ or Women ___
If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends $500,000 or more in a year in Federal awards?
YES_____ NO X
If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: Nathan Brandon
Title: Director

Signature: _____
Date: 6/1/12

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

2. LOBBYING

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 45 CFR Part 93), the applicant certifies that to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

Cherokee County NAME OF APPLICANT	AWARD NUMBER and/or PROJECT NAME
Nathan Brandon PRINTED NAME OF AUTHORIZED REPRESENTATIVE	Director Senior Services TITLE OF AUTHORIZED REPRESENTATIVE
SIGNATURE OF AUTHORIZED REPRESENTATIVE	6/1/12 DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

_____ _____
E-Verify User Identification Number Date of Authorization

_____
Company Name

_____
BY: Authorized Officer or Agent

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 201__

_____ [NOTARY SEAL]
Notary Public
My Commission Expires: _____

2.3

Cherokee County, Georgia
Agenda Request

SUBJECT: Elevator Maintenance MEETING DATE: June 19, 2012

SUBMITTED BY: Matt Williams, Property Management Director

COMMISSION ACTION REQUESTED:
Consider approval of renegotiated contract with existing elevator maintenance provider: Thyssen Krupp Elevator Corp.

FACTS AND ISSUES:

Thyssen Krupp approached Property Management in the latter part of 2011 with discussions of a 5% cost increase. Property Management and Procurement countered with a twofold request of Thyssen Krupp: 1) no cost increase AND reduce costs from current rate, by 10 or more percent; and 2) sign the County's Professional Services Agreement and abandon the Thyssen Krupp contract form. As a point of reference, the previous Thyssen Krupp contract form had a 5-year term, with automatic 5-year renewals, inflationary pricing language, and a lack of language to cover any State-mandated after-hours inspection costs.

The previous monthly cost was *$4,250.82,* annualized at *$51,009.84.* The new monthly cost, for same scope for same elevator units, is $3,825.78, annualized at $45,909.36, for a savings of +/- 100/0. This reduced amount was used in the preparation of Property Management's departmental budget for fiscal year 2012. Additionally, we avoided the 5% projected increase, resulted in cost avoidance of $2,550.49, for a total value to the taxpayers (savings plus avoidance) of: $7,650.97.

BUDGET:

Budgeted Amount: $45,909.36

Account Name:Equipment Service Agreements

Account #: 1-1565-000-522204

Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget

Budget Adjustment Necessary: Yes ☐ No ■ Note: If yes, please attach budget amendment form

Contract Approval Required: Yes ■ No ☐
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:
Approval of renegotiated contract with existing elevator maintenance provider: Thyssen Krupp Elevator Corp.

REVIEWED BY:

DEPARTMENT HEAD: Matt Williams

AGENCY DIRECTOR:

COUNTY MANAGER

Cherokee County, Georgia
Agenda Request

SUBJECT: Veterans Administration Lease MEETING DATE: June 19, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider facilities lease renewal between Cherokee County and the Georgia Department of Veterans Service for approximately 1,500 square feet of office space located in the Historic Courthouse.

FACTS AND ISSUES:

In 1991, the Department of Veterans Service was provided 264 square feet of office space located at 150 North Church Street and has maintained an office in the old administration building and until recently was located in the Stone Voters Registration Building. The Voters Registration Office was in need of additional space and Veterans Service was relocated to the Historic Courthouse.

The current lease commenced originally on July 1, 2008 with automatic renew for additional one-year terms at the rate of $1 annually. The new lease commences on July 1, 2012 and ends on June 30, 2013 with two (2) additional one-year terms. The Veterans Service has agreed to assist the county off-set the costs incurred to cover utilities and maintenance. Year 1 rental payment totals $1,500 annually; Year 2 rental payment totals $3,000; and, Year 3 rental payment totals $4,500.

BUDGET:

Budgeted Amount:
Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget

Account Name:
Account #:

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Approve Lease.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

RECEIVED
JUN 07 2012

STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

May 30, 2012

Mr. Jerry Cooper
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

Dear Mr. Cooper:

Enclosed are five (5) copies of a Rental Agreement #7626 for space occupied by the Department of Veterans Services located at 100 North Street, Historic Courthouse, in Canton, Georgia 30114.

Please have all copies of this agreement **signed, notarized and returned** to our office for final execution. Upon final execution by the State, copies of this Agreement will be forwarded to your office.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,

Scott H. Jennings
Leasing Manager

SHJ:ks

Enclosures

BOARD OF COMMISSIONERS
CHEROKEE COUNTY, GEORGIA
STANDARD LEASE FORM

LEASE COVERING FACILITY LOCATED AT

Historic Courthouse
100 North Street
Canton, Georgia 30114

TENANT AGENCY

Georgia Department of Veterans Service
205 Jessie Hill Jr. Drive, S.E.
East Tower, Suite 970
Atlanta, Georgia 30334-4800

Preamble

THIS LEASE (the "Lease"), made and entered into this 1st day of January, 2012 by and between the Georgia Department of Veteran Services, hereinafter called the LESSEE, and the Board of Commissioners of Cherokee County, Georgia , hereinafter called LESSOR.

WHEREAS, LESSOR owns and has built out the premises described herein for the purpose of establishing a public services facility (the "Facility," as more particularly described herein) in Cherokee County, Georgia;

WHEREAS, LESSOR and the LESSEE have agreed to enter into a Lease for LESSEE's use of the Facility, as more particularly described in Exhibit A, so that LESSEE can perform the Services;

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state departments may contract with counties "for services, for the provision of services, or for the joint use or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the parties are authorized by law to undertake or provide." Ga. Const. Art. IX, §III, ¶ I (a); and

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the receipt of which is hereby acknowledged, LESSOR and LESSEE do hereby agree as follows:

WITNESSETH

Description

1. The LESSOR hereby leases unto the LESSEE and the LESSEE hereby leases from the LESSOR the Facility, situated in the City of Canton, County of Cherokee, State of Georgia, and more particularly described as follows:

Approximately 1,500 usable square feet of office space located at 100 North Street, Historic Courthouse, Canton, Georgia 30114 as outlined on the attached Exhibit "A" being incorporated by reference into this Lease, including unlimited reasonable use of the building's common facilities, and paved parking area. LESSEE'S right to use the Facility shall be limited to activities related to the provision of Services to the citizens of Cherokee County.

Term

2. The term of this Lease shall commence on July 1, 2012 and shall end on June 30, 2013 with such rights of termination as may be hereinafter expressly set forth. This Lease, upon the expiration of the initial term, shall automatically renew at the end of the initial term and any additional term for a maximum of two (2) additional one (1) year term unless either party provides a written notice of termination to the other at least one-hundred twenty (120) days prior to the expiration date of the term then in effect.

Early Termination

3. The LESSEE may terminate this Lease at any time by giving written notice to the LESSOR at least one-hundred twenty (120) days prior to the date when such termination shall become effective. The LESSOR may terminate this Lease at any time effective on or after June 30, 2013 by giving written notice to the LESSEE at least one-hundred twenty (120) days prior to the date when such termination shall become effective.

Rent

4. For use and rent of the Facility described herein, the LESSEE shall pay to LESSOR, the total fixed yearly rental of $1,500 for period July 1, 2012 through June 30, 2013; $3,000 per year beginning July 1, 2013 through June 30, 2014; and, $4,500 per year beginning July 1, 2014 through June 30, 2015, due on the first day the LESSEE occupies the Facility and payable thereafter within five (5) business days of each anniversary of such date of occupancy.

Rental shall be paid to LESSOR at the address specified in Paragraph 5 or to such other address as the LESSOR may designate by a notice in writing pursuant to Paragraph 5.

Notices

5. Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier delivery, addressed as follows:

To the LESSOR: 1130 Bluffs Parkway
Canton, Georgia 30114
Attention: County Manager

and to the LESSEE: Georgia Department of Veterans Service
205 Jessie Hill Jr. Drive, S.E.
East Tower, Suite 970
Atlanta, Georgia 30334-4800

Add Copy to: State Properties Commission Leasing Division
47 Trinity Avenue, S.W.
Suite G02
Atlanta, Georgia 30334-9006

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND FACILITY ADDRESS

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice, in accordance with this Paragraph, to the other party of such new address.

Services, Utilities and Supplies

6. LESSOR, at LESSOR's sole cost and expense, shall pay for all utilities including sewer, water, gas, electric, and pest control for insects, which shall exclude termites. LESSOR shall also be responsible for preventative maintenance services for heating, air conditioning and ventilation equipment and fixtures. LESSEE shall be responsible for custodial/janitorial services sufficient to maintain the interior in a clean well-maintained condition, that is, to eliminate all

Destruction

14. If the Facility is totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the Facility unusable for the purpose intended, LESSOR may effect restoration of the Facility as quickly as is reasonably possible, but in any event within ninety (90) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same.

Holding Over

15. In the event the LESSEE remains in possession of the Facility after the expiration of the Lease term, or any extension thereof, and absent a written demand for possession by LESSOR to LESSEE, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days written notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Surrender of Possession

16. Upon termination or expiration of this Lease, the LESSEE will peacefully surrender to the LESSOR the Facility in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which LESSEE has no control or for which LESSOR is responsible pursuant to this Lease. All improvements, erections, additions and alterations installed or placed on the Facility by the LESSEE, whether permanently affixed thereto or otherwise, shall continue and remain the property of the LESSEE and may be removed by the LESSEE, in whole or in part, at any time before the expiration or termination of this Lease. If the LESSEE removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Facility, the LESSEE agrees to repair any specific damage resulting to the Facility from such removal.

At any time before the expiration or termination of this Lease, the LESSEE shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Facility, provided that LESSEE must repair any specific damage resulting to the Facility from such removal.

Time of Essence, No Oral Agreements

17. This Lease sets forth all provisions and understandings between the parties relative to the Facility. There are no provisions, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. The parties agree that all time is of the essence in this Lease.

Legislative Modification

18. Notwithstanding any other provision of this Lease to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof, restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment under this Lease any time during the term of this Lease, then this Lease shall, to the extent permitted by the laws of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

Agency

19. Neither party becomes the agent of the other under this Lease, and each will continue to perform its statutory functions and the functions transferred or retained under this Lease, at its own, sole cost and responsibility, independently of the other. Neither party will be responsible for the contracts, nor other obligations of the other except as specifically stated and transferred hereinabove.

Waiver

20. The waiver by either party of any breach of any provision contained in this Lease shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Lease.

Required Clauses

21. During the performance of this Lease, the parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, or national origin.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Lease or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

The parties agree that in any contracts to be developed and awarded pursuant to this Lease all work and procedures related to said contract, shall, at all times, conform to the applicable Federal and State laws, rules, and regulations, orders and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with the American with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

GEORGIA DEPARTMENT OF VETERAN SERVICES

_____

CHEROKEE COUNTY BOARD OF COMMISSIONERS

_____

L.B. Ahrens, Jr Services Chairman,
Board of Commissioners

NOTARY

MY COMMISSION EXPIRES NOV 4, 2023

_____

ATTEST

_____

~~Sheila Corbin~~, County Clerk
Christy Black

STATE PROPERTIES COMMISSION
LEASING DIVISION

By: _____

Date: _____

APPROVED AS TO FORM

_____

Angela Davis, County Attorney
JARRARD & DAVIS, LLC

Cherokee County
Board of Commissioners

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

Professional Services Agreement
for
Elevator Systems Maintenance, Inspection & Repair

Award Date: January 19, 2012

Consultant: ThyssenKrupp Elevator Corporation
Attention: Josh Warren
3005 Chastain Meadows Parkway
Suite 100
Marietta, Georgia 30066
Telephone: (770) 916-0555

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of **this 1st day of January, 2012 ("Effective Date"),** by and between **CHEROKEE COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and **ThyssenKrupp Elevator Corporation**, a Delaware corporation, collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain ThyssenKrupp Elevator Corporation to provide certain services generally described as **elevator systems maintenance, inspection and repair**; and

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

WHEREAS, ThyssenKrupp Elevator Corporation has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, ThyssenKrupp Elevator Corporation desires to perform the Work under the terms and conditions set forth in this Agreement; and

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

NOW, THEREFORE, for an in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. <u>The Work</u>

The Work to be completed under this Agreement (the "Work") consists generally of **elevator systems maintenance, inspection and repair, the pricing of which is described in Exhibit C, attached hereto and incorporated by reference, and the scope of which is more specifically described in Exhibit D, attached hereto and incorporated by reference.**

B. <u>Schedule, Completion Date, and Term of Agreement</u>

ThyssenKrupp Elevator Corporation warrants and represents that it will perform its services and provide its products in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the Effective Date provided

above, and the Initial Term shall be for one (1) calendar year, provided that the Parties may renew this Agreement for up to two (2) Renewal Terms by mutually agreeing in writing to such a renewal no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, and further provided that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further provided that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to ThyssenKrupp Elevator Corporation at least thirty (30) days prior to the end of the then current calendar year. Each Renewal Term shall be for one (1) calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in ThyssenKrupp Elevator Corporation until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by ThyssenKrupp Elevator Corporation and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and ThyssenKrupp Elevator Corporation shall proceed with the changed work.

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

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of $25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay ThyssenKrupp Elevator Corporation for the Work performed upon certification by the County that the products were actually delivered or services were actually performed in accordance with the Agreement. Compensation for actual Work performed shall be paid to ThyssenKrupp Elevator Corporation upon receipt and approval by the County of invoices setting forth in detail the services performed and products delivered. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations

required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay ThyssenKrupp Elevator Corporation within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed pursuant to this Agreement shall not, in any case, exceed **the unit costs further described in Exhibit C, attached hereto and incorporated by reference,** except as outlined in Section II(C) above, and, if not prepaid annually, shall be paid on a monthly basis.

C. There are no reimbursements for costs to ThyssenKrupp Elevator Corporation included in this Agreement.

IV. COVENANTS OF CONSULTANT

A. Expertise of ThyssenKrupp Elevator Corporation

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

B. Budgetary Limitations

ThyssenKrupp Elevator Corporation agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of ThyssenKrupp Elevator Corporation's profession and industry. ThyssenKrupp Elevator Corporation shall take no calculated risk in the performance of the Work. Specifically, ThyssenKrupp Elevator Corporation agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of ThyssenKrupp Elevator Corporation's profession and industry, ThyssenKrupp Elevator Corporation will give written notice immediately to the County.

C. County's Reliance on the Work

ThyssenKrupp Elevator Corporation acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of ThyssenKrupp Elevator Corporation and that, therefore, the County bears no responsibility for ThyssenKrupp Elevator Corporation's services performed under this Agreement. ThyssenKrupp Elevator Corporation acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of ThyssenKrupp Elevator Corporation's performance. ThyssenKrupp

Elevator Corporation further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve ThyssenKrupp Elevator Corporation of the responsibility for adequacy, fitness, suitability, and correctness of ThyssenKrupp Elevator Corporation's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. <u>ThyssenKrupp Elevator Corporation's Reliance of Submissions by the County</u>

ThyssenKrupp Elevator Corporation must have timely information and input from the County in order to perform the services required under this Agreement. ThyssenKrupp Elevator Corporation is entitled to rely upon information provided by the County, but ThyssenKrupp Elevator Corporation shall be required to provide immediate written notice to the County if ThyssenKrupp Elevator Corporation knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. <u>ThyssenKrupp Elevator Corporation's Representative</u>

Josh Warren, phone number 770.916.0555, shall be authorized to act on ThyssenKrupp Elevator Corporation's behalf with respect to the Work as ThyssenKrupp Elevator Corporation's designated representative.

F. <u>Assignment of Agreement</u>

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

G. <u>Responsibility of ThyssenKrupp Elevator Corporation and Indemnification of County</u>

ThyssenKrupp Elevator Corporation covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. ThyssenKrupp Elevator Corporation shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. ThyssenKrupp Elevator Corporation shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities"), which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by ThyssenKrupp Elevator Corporation, any subcontractor, anyone directly or indirectly employed by ThyssenKrupp Elevator Corporation or subcontractor or anyone for whose acts ThyssenKrupp Elevator Corporation or subcontractor may be liable. This indemnity obligation does not include Liabilities to the extent caused by or

resulting from the negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of ThyssenKrupp Elevator Corporation, any subcontractor, anyone directly or indirectly employed by ThyssenKrupp Elevator Corporation or its subcontractor or anyone for whose acts ThyssenKrupp Elevator Corporation or its subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ThyssenKrupp Elevator Corporation or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive termination of this Agreement.

H. Independent Contractor

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

I. Insurance

(1) Requirements:

ThyssenKrupp Elevator Corporation shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by ThyssenKrupp Elevator Corporation, its agents, representatives, employees or subcontractors. Any modifications to insurance coverage must be agreed upon in writing by both parties before becoming effective. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

ThyssenKrupp Elevator Corporation shall maintain limits no less than:

(a) Comprehensive General Liability of $1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of $1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ThyssenKrupp Elevator Corporation; products and completed operations of ThyssenKrupp Elevator Corporation; premises owned, leased, or used by ThyssenKrupp Elevator Corporation; automobiles owned, leased, hired, or borrowed by ThyssenKrupp Elevator Corporation. Notwithstanding the foregoing, the County shall not be covered as an additional insured by ThyssenKrupp Elevator Corporation for the County's own negligent acts, actions, omissions or bare allegations. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) ThyssenKrupp Elevator Corporation' insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be excess of ThyssenKrupp Elevator

Corporation' insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that ThyssenKrupp Elevator Corporation's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by ThyssenKrupp Elevator Corporation for the County, to the extent any claim is caused by ThyssenKrupp Elevator Corporation's acts, actions, omissions, neglects or negligence.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by ThyssenKrupp Elevator Corporation for the County, to the extent any claim is caused by ThyssenKrupp Elevator Corporation's acts, actions, omissions, neglects or negligence.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

(6) Verification of Coverage:

ThyssenKrupp Elevator Corporation shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by ThyssenKrupp Elevator Corporation' insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. ThyssenKrupp Elevator Corporation shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

ThyssenKrupp Elevator Corporation shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

ThyssenKrupp Elevator Corporation shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

J. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract with ThyssenKrupp Elevator Corporation for the physical performance of services within the State of Georgia unless ThyssenKrupp Elevator Corporation shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and ThyssenKrupp Elevator Corporation's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify")

program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. ThyssenKrupp Elevator Corporation hereby verifies that it has, prior to executing this Agreement executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event ThyssenKrupp Elevator Corporation employs or contracts with any subcontractor(s) in connection with the covered contract, ThyssenKrupp Elevator Corporation agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, ThyssenKrupp Elevator Corporation agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor. The County Manager or his/her designee shall be authorized to conduct an inspection of ThyssenKrupp Elevator Corporation's and ThyssenKrupp Elevator Corporation's subcontractors' verification process to determine that the verification was correct and complete. ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Corporation's subcontractors shall retain all documents and records of the respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Corporation's subcontractors do not employ unauthorized aliens on County contracts. By entering into a contract with the County, ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Corporation's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where ThyssenKrupp Elevator Corporation or ThyssenKrupp Elevator Corporation's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

ThyssenKrupp Elevator Corporation hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. ThyssenKrupp Elevator Corporation's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

ThyssenKrupp Elevator Corporation agrees that the employee-number category designated below is applicable to ThyssenKrupp Elevator Corporation.

_X_ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

ThyssenKrupp Elevator Corporation hereby agrees that, in the event ThyssenKrupp Elevator Corporation employs or contracts with any subcontractor(s) in connection with this Agreement, ThyssenKrupp Elevator Corporation will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing ThyssenKrupp Elevator Corporation's legal status in the Country ***each*** time that ThyssenKrupp Elevator Corporation obtains a public benefit, including any contract, from the County. ThyssenKrupp Elevator Corporation hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "F", and submitted such affidavit to the County in person, electronically, or by mail. Further, ThyssenKrupp Elevator Corporation verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing ThyssenKrupp Elevator Corporation's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). ThyssenKrupp Elevator Corporation verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

K. <u>Records, Reports and Audits</u>

(1) <u>Records</u>:

(a) Records shall be established and maintained by ThyssenKrupp Elevator Corporation in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three (3) years from the date that final payment is made under this Agreement, provided that records documenting each inspection for buildings between zero (0) and eight (8) years of age shall be maintained for a period of eleven (11) years from the date of such inspection. Furthermore, records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

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

(2) Reports and Information:

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

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. ThyssenKrupp Elevator Corporation will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

ThyssenKrupp Elevator Corporation agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

M. Confidentiality

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

N. Licenses, Certifications and Permits

ThyssenKrupp Elevator Corporation covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of ThyssenKrupp Elevator Corporation by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by ThyssenKrupp Elevator Corporation under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

O. Key Personnel

All of the individuals identified in Exhibit "E" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in ThyssenKrupp Elevator Corporation' Project Manager or members of the project team, as listed in Exhibit "E", without written approval of the County. Upon advance written notice to the County, ThyssenKrupp Elevator Corporation reserves the right to change its personnel in the ordinary and customary manner of conducting business. However, ThyssenKrupp Elevator Corporation expressly agrees that any and all substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of ThyssenKrupp Elevator Corporation's obligations under this Agreement and shall be grounds for termination. ThyssenKrupp Elevator Corporation shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. ThyssenKrupp Elevator Corporation shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

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

Q. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by ThyssenKrupp Elevator Corporation ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of ThyssenKrupp Elevator Corporation or its subcontractor upon completion or termination of the work shall be delivered immediately to the County. ThyssenKrupp Elevator Corporation assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, ThyssenKrupp Elevator Corporation shall replace them at its own expense. With the exception of the material expressly described in this Section Q above, any and all copyrightable materials owned by ThyssenKrupp Elevator Corporation prior to the execution of this Agreement shall remain the property of ThyssenKrupp Elevator Corporation.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for ThyssenKrupp Elevator Corporation's right of entry to the site of the proposed Work in order for ThyssenKrupp Elevator Corporation to complete the Work described herein.

B. <u>County's Representative</u>

Matt Williams,, Property Management Director, or his designee shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative. As of the Effective Date, Matt Williams' contact information is as follows: **Cherokee County Board of Commissioners Office, 1130 Bluffs Parkway, Canton, Georgia 30114, telephone: 678.493.6091, email address: mwilliams@cherokeega.com.**

VI. TERMINATION

A. The County and ThyssenKrupp Elevator Corporation shall each have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date.

B. Upon termination, County shall provide for payment to ThyssenKrupp Elevator Corporation for services rendered and expenses incurred prior to the termination date, and ThyssenKrupp Elevator Corporation shall render any and all services for which the County may have prepaid prior to the termination date. However, if the County terminates this Agreement because it reasonably determines that ThyssenKrupp Elevator Corporation has not satisfactorily fulfilled its obligations pursuant to this Agreement, ThyssenKrupp shall refund to the County any pre-payment for services not yet rendered.

C. Upon termination, ThyssenKrupp Elevator Corporation shall: (1) promptly discontinue all services affected, unless the notice directs otherwise or there has been a prepayment for services as described in Section VI(B) above; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by ThyssenKrupp Elevator Corporation in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and ThyssenKrupp Elevator Corporation provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to ThyssenKrupp Elevator Corporation or any successor in interest in the event of any default or breach by the County or for any amount which may become due to ThyssenKrupp Elevator Corporation or successor or on any obligation under the terms of this Agreement. Likewise, ThyssenKrupp Elevator Corporation's performance of services under this Agreement shall not subject ThyssenKrupp Elevator Corporation's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against ThyssenKrupp Elevator Corporation or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

XI. CAPTIONS AND SEVERABILITY

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

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, ThyssenKrupp Elevator Corporation shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Matt Williams for the County and Josh Warren for ThyssenKrupp Elevator Corporation.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Josh Warren
ThyssenKrupp Elevator Corporation
3005 Chastain Meadows Parkway, Suite 100
Marietta, Georgia 30066

Future changes in address shall be effective only upon written notice being given by the County to ThyssenKrupp Elevator Corporation or by ThyssenKrupp Elevator Corporation to the County Manager via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by ThyssenKrupp Elevator Corporation with this Agreement, and no custom or practice by the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by ThyssenKrupp Elevator Corporation with the terms and conditions of this Agreement.

XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

IN WITNESS WHEREOF the County and ThyssenKrupp Elevator Corporation have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

_____
County Attorney

CONSULTANT:
ThyssenKrupp Elevator Corporation

_____

By: _____

Its: Mark Hintz
~~Asst. Secretary~~

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____
Witness

_____
Notary Public

[NOTARY SEAL]

JACQUELINE M STULTZ
Notary Public
Cherokee County
State of Georgia
My Commission Expires Jul 20, 2015

My Commission Expires:
7/20/15

CHEROKEE COUNTY

_____
By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED in the presence of:

_____
Witness

_____
Notary Public

[NOTARY SEAL]
My Commission Expires: _____

EXHIBIT "A"
STATE OF GEORGIA
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

198314
Federal Work Authorization User Identification Number

February 4, 2011
Date of Authorization

ThyssenKrupp Elevator Corporation

Cherokee County Board of Commissioners
Name of Project

ThyssenKrupp Elevator
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on June 14, 2012 in Marietta (city), GA (state).

Paul M Ryan
Signature of Authorized Officer or Agent

PAUL M. RYAN, DIST ADMIN MGR
Printed Name and Title of Authorized Officer or Agent

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
14 DAY OF June, 2012

Jacqueline M. Stultz
Notary Public

[NOTARY SEAL]

JACQUELINE M STULTZ
Notary Public
Cherokee County
State of Georgia
My Commission Expires Jul 20, 2015

My Commission Expires:
7/20/15

EXHIBIT "B"
STATE OF GEORGIA
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ThyssenKrupp Elevator Corporation on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

198314
Federal Work Authorization User Identification Number

February 4, 2011
Date of Authorization

ThyssenKrupp Elevator
Subcontractor Name

Cherokee County Board of Commissioners
Name of Project

ThyssenKrupp Elevator
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on June, 14, 2012 in Marietta (city), GA (state).

Paul M. Ryan
Signature of Authorized Office or Agent

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Paula M Ryan, Dist Admin Mgr
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

14 DAY OF June, 2012

Jacqueline M. Stultz
Notary Public

JACQUELINE M STULTZ
Notary Public
Cherokee County
State of Georgia
My Commission Expires Jul 20, 2015

[NOTARY SEAL]

My Commission Expires:
7/20/15

EXHIBIT "C"

PRICE LIST

The following list contains the equipment count, location and monthly cost for services depicted in this Agreement. All addresses are in the State of Georgia.

Description	Address	Units	Cost Per Month
Justice Center (1 Just. Ctr.)	90 North St., Canton 30114	1 Dover T4, geared traction, 4 stop; Serial #CE1043	**$568.58**
Justice Center (2 Just. Ctr.)	90 North St., Canton 30114	1 Dover T4, geared traction, 4 stop; Serial #CE1044	**$568.58**
Justice Center (3 Just. Ctr.)	90 North St., Canton 30114	1 Dover T4, geared traction, 4 stop; Serial #CE1045	**$568.58**
Justice Center (W. Jail)	90 North St., Canton 30114	1 Dover DMC1, hydraulic, 2 stop, Serial #EE1046	**$212.51**
Justice Center (E. Jail)	90 North St., Canton 30114	1 Dover DMC1, hydraulic, 2 stop, Serial #EE1047	**$212.51**
Admin Building	130 E. Main St., Canton 30114	1 Westinghouse MPH II, hydraulic, 3 stop; Serial #009140W/80030-01	**$212.51**
Historic Courthouse	100 North St., Canton 30114	1 Virginia Controller 2 speed, geared traction, 5 stop; Serial # 009646	**$528.40**
Tag Office	155 Towne Lake Pkwy., Woodstock 30188	1	**$183.57**
Tax Assessor Office	2782 Marietta Hwy., Canton 30114	1	**$202.39**
Bluffs Admin Building	1130 Bluffs Pkwy., Canton 30114	3	**$568.15**
TOTAL			**$3,825.78**

The County shall pay ThyssenKrupp Elevator Corporation $ _____ per hour for any services performed after regular business hours, excluding any after-hour or overtime charges for infrequent or rare inspections that are mandated by a state inspector and that must occur after normal working hours. Fees charged for services performed after regular business hours shall in no event exceed $_____ annually.

EXHIBIT "D"
SCOPE OF WORK

This Exhibit D sets forth the scope of work to be provided by ThyssenKrupp Elevator Corporation to the County pursuant to this Agreement.

Preventative Maintenance Program
ThyssenKrupp Elevator Corporation shall:

1. Examine elevator equipment for optimum operation, including but not limited to the following components:
    a. Control and landing positioning systems;
    b. Signal fixtures;
    c. Machines, drives, motors, governors, sheaves, and ropes;
    d. Power units, pumps, valves, and jacks;
    e. Car and hoistway door operating devices and door protection equipment;
    f. Loadweighers, car frames and platforms, and counterweights; and
    g. Safety mechanisms.
2. Lubricate equipment for smooth and efficient performance.
3. Adjust elevator parts and components to maximize performance and safe operation.
4. Document all work performed on Maintenance Tasks & Records logs provided with each controller.

Full Coverage Parts Replacement
Relamp all signals as required (during regularly scheduled visits).
Repair or replace components worn due to normal wear.

Annual Safety Testing
Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this Agreement begins ("Safety Code"). ThyssenKrupp Elevator Corporation will perform the Five Year Full Load Test, as defined in the Safety Code, in addition to the Annual governor and safety tests on traction elevators and relief pressure tests on hydraulic elevators under this Agreement. County agrees to pay for any costs incurred for the state inspector or inspection fees, excluding any after-hour or overtime charges for infrequent or rare inspections that are mandated by a state inspector and that must occur after normal working hours. ThyssenKrupp Elevator Corporation agrees that, in the event that after-hour inspections are anticipated to occur, ThyssenKrupp Elevator Corporation will schedule its technicians on that day such that ThyssenKrupp Elevator Corporation will not charge overtime costs to the County for those infrequent or rare inspections that occur after normal working hours.

Service Hours & Service Requests During Normal Working Hours
ThyssenKrupp Elevator Corporation will visit the elevators described in Exhibit C on a regularly scheduled basis. These visits will occur during normal business hours, Monday through Friday, between 8:00 am and 4:30 pm (except on scheduled County holidays). Further, ThyssenKrupp Elevator Corporation will respond to service requests during these hours at no additional charge. Service requests are defined as minor adjustments or emergency entrapments that can be accomplished or remedied in two hours or less (excluding travel time).

After Hours Service Requests
Except for any inspections that are mandated by a state inspector and must be conducted after normal working hours, the County will be responsible for all labor costs associated with service requests requiring a service technician outside of normal business hours. Such costs will be billed at standard overtime rates, as defined in Exhibit "C", and will include travel time, and time spent on the job.

SoundNet®
SoundNet is ThyssenKrupp Elevator Corporation's 24-hour phone monitoring and emergency call service. Call representatives are trained to handle elevator calls; they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet® maintains a computerized and hard copy record of time, date, and location of calls received and action taken for the benefit of passengers and building owners.

Through its SoundNet® communication center, ThyssenKrupp Elevator Corporation will provide 24-hour telephone monitoring on all elevator(s) maintained under this maintenance agreement, provided such elevators are equipped with operational telephone equipment. SoundNet® will receive incoming emergency telephone calls from the elevator(s) and forward same to County's designated emergency contacts. It shall be the responsibility of County to submit an executed Contact Data Sheet to enable this service and to advise ThyssenKrupp Elevator Corporation immediately in writing of any changes to the emergency contacts during the term of service. County agrees that no revision to its emergency contacts will be made without ThyssenKrupp Elevator Corporation first receiving notification of such change in writing.

SoundNet® service does not include maintenance service for County's telephone equipment. County retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones. County acknowledges that SoundNet® service cannot be provided without a properly functioning telephone. ThyssenKrupp Elevator Corporation shall not be held responsible or liable for any claim, injury, delay, death or detention, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service. ThyssenKrupp Elevator Corporation does not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation or repair or return to service of any equipment. If SoundNet® is unable to reach County's designated emergency contacts, a service mechanic may be dispatched to the site at County's expense in accordance with ThyssenKrupp Elevator Corporation's applicable billing rates, as provided in Exhibit "C". County agrees that it is within the reasonable discretion of SoundNet® service operators to dispatch a mechanic or contact emergency personnel if County's designated emergency contacts are unavailable. County agrees to pay all reasonable charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call, provided that it is reasonably determined that such emergency did not result from ThyssenKrupp Elevator Corporation's failure to satisfactorily perform its obligations pursuant to this Agreement and provided further that such charges shall not exceed $_____(_____dollars).

Product Information. County agrees to provide ThyssenKrupp Elevator Corporation with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this Agreement with the exception of new ThyssenKrupp elevators, the wiring diagrams for which shall be provided by ThyssenKrupp Elevator Corporation at no additional cost. County agrees to authorize ThyssenKrupp Elevator Corporation to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software contained therein. These copies shall remain the property of the County.

Safety. County agrees to proper use of the equipment and to have competent personnel perform routine maintenance inspections of the equipment to detect irregularities between elevator examinations by ThyssenKrupp Elevator Corporation. County agrees to report immediately any condition that may indicate the need for correction before the next regular examination. County agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify ThyssenKrupp Elevator Corporation, and keep the equipment shut down until the completion of any repairs. County agrees to give ThyssenKrupp Elevator Corporation verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. County agrees to provide ThyssenKrupp Elevator Corporation's personnel a safe place in which to work. ThyssenKrupp Elevator Corporation reserves the right to discontinue work in the building whenever, in ThyssenKrupp Elevator Corporation's reasonable opinion, ThyssenKrupp Elevator Corporation' personnel do not have a safe place in which to work. County agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 100°F maximum. County also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present at no fault of ThyssenKrupp Elevator Corporation, County agrees to contract with others for the removal and the proper handling of such liquids.

Other. County agrees not to permit others to make alterations, additions, adjustments, or repairs to any component or part of the equipment, or replace any component or part of the equipment during the term of this Agreement unless ThyssenKrupp Elevator Corporation fails to satisfactorily perform or in any way defaults upon its obligations hereunder. County agrees to accept ThyssenKrupp Elevator Corporation's judgment as to the means and methods to be employed for any corrective work under this Agreement, and County agrees that if ThyssenKrupp Elevator Corporation's inspection of a piece of equipment serviced under this Agreement reveals an operational problem, which jeopardizes the safety of the riding public, ThyssenKrupp Elevator Corporation may shut down the equipment until
such time as the operational problem is resolved. ThyssenKrupp Elevator Corporation will immediately advise County in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this Agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, County agrees to see that such successor is made aware of this Agreement. However, ThyssenKrupp Elevator Corporation and County agree that this Agreement shall terminate immediately upon any sale of property containing an elevator(s) serviced pursuant to this Agreement.

Items not covered. ThyssenKrupp Elevator Corporation does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, communication devices, security systems not installed by ThyssenKrupp Elevator Corporation, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and any other items that may be expressly excluded in this Agreement.

Other conditions. With the passage of time, equipment technology and designs will change. ThyssenKrupp Elevator Corporation is required to make any required or recommended changes, as provided by _____, or in the existing design or function of the unit(s). In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be the County's obligation to replace the obsolete or outmoded component at the County's expense. The County and ThyssenKrupp Elevator Corporation agree that ThyssenKrupp Elevator Corporation may be party to trade engineering organizations, and/or take part in or have access to discussions regarding new standards, technologies and/or other evolutions in elevator design, safety and/or operating practices. To the extent that ThyssenKrupp Elevator Corporation obtains knowledge about changes to standards, technologies, safety and/or operating practices for elevator types/makes/models that are deployed within the County's facilities before the County obtains such knowledge, ThyssenKrupp Elevator Corporation agrees to advise the County in writing of such changes promptly, such that the County may take adequate steps to plan for fiscal impacts that may arise from the need to upgrade the County's elevator systems due to changes in standards, safety technologies and/or operating practices .

Should County's elevator system require any safety test as of the Effective Date of this Agreement, ThyssenKrupp Elevator Corporation will assume responsibility for the operation of the governor or safeties on traction elevators, and the hydraulic system on hydraulic elevators under the terms of this Agreement

Early Payment Discount. If the County pays in advance for twelve (12) months of service on the units covered in this Agreement, ThyssenKrupp Elevator Corporation shall discount the price for services and products provided pursuant to this Agreement by three percent (3.00%).

EXHIBIT "E"

KEY PERSONNEL

STATE OF GEORGIA

COUNTY OF CHEROKEE

The following list includes ThyssenKrupp Elevator Corporation' key personnel for this project.

Name	Position	Telephone Number
Robert Odom	Service Technician	404-219-3517
Josh Warren	Account Manager	404-964-9352
Buddy Williams	Superintendent	404-427-5796
Matt Moran	Branch Sales Mgr.	770-685-5384

EXHIBIT "F"
SAVE Affidavit

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to its application for a public benefit:

1) ___✓___ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Kennesaw (city), GA (state).

Signature of Applicant

Mark Hintz
Asst. Secretary
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
14 DAY OF June, 2012

NOTARY PUBLIC
My Commission Expires:
7/20/15

JACQUELINE M STULTZ
Notary Public
Cherokee County
State of Georgia
My Commission Expires Jul 20, 2015

2.4

Cherokee County, Georgia
Agenda Request

SUBJECT: Expansion of Lewis Park in southwest Cherokee **MEETING DATE:** June 19, 2012
SUBMITTED BY: Bryan Reynolds

COMMISSION ACTION REQUESTED:

Consideration to Expand Lewis Park to Include All US Army Corps of Engineers Property South of East Bells Ferry Road Currently Under Lease by Cherokee County

FACTS AND ISSUES:

Currently, the only entrance for Lewis Park is located at the end of a very short neighborhood street, Merchant's Glen Drive, located within the Wyngate subdivision. The park is served by a narrow entrance and small gravel parking lot with no amenities.

Lewis Park abuts USACE property that is currently under lease by Cherokee County for use a park. It is connected to this area by soft trails. The area south of East Bells Ferry Road has been known as the Cherokee Mills Extension. It is accessed from East Bells Ferry Road and served by a gravel parking lot with 2 HDCP spaces, a restroom facility, a picnic pavilion and a playground. See the attached map and photographs.

By including all the property south of East Bells Ferry Road and making this the entrance for Lewis Park, it would elevate the status of Lewis Park and create a proper entrance for the park. The small parking area on Merchant's Glen would be maintained as a maintenance and emergency access point. Wyngate residents can still walk into the park and access trails at that location.

The CRPA Advisory Board reviewed and approved this proposal at their June 6th, 2012 meeting 4-0.

BUDGET:

Budgeted Amount: NA	Account Name: NA
Amount Encumbered: NA	Account #: NA
Amount Spent to Date: NA	
Amount Requested: NA	
Remaining Budget: NA	
Budget Adjustment Necessary: No	If yes, how much:

ADMINISTRATIVE RECOMMENDATION:

Approval of Staff Recommendation to Expand Lewis Park to Include All US Army Corps of Engineers Property South of East Bells Ferry Road Currently Under Lease by Cherokee County

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____

Christy Black

From: Bryan Reynolds
Sent: Friday, June 15, 2012 3:31 PM
To: Harry Johnston
Cc: Christy Black; Jason Nelms; Jim Hubbard; Karen Bosch; L. B. "Buzz" Ahrens Jr.; Jerry Cooper
Subject: RE: Draft Agendas for June 19, 2012
Attachments: Summary of Changes to YAA Manual.pdf; Summary of Changes to Athletic Field Use Policy.pdf; BOC Agenda Request 6.19.12 - Lewis Park 4.pdf

Good afternoon everyone,

Below is a summary of the changes to both the Athletic Field Use Policy and the YAA Manual. Attached are the full text of the proposed changed sections alongside the current section for your comparison.

Changes to Athletic Field Use Policy
Section 2 - The definition of Local Recreation Provided has been expanded to require a local governing board and by laws. Also, in order to qualify for the higher field priority and lower fees, a minimum of 85% of the organizations' participants must be residents of Cherokee County.

Schedule of Fees and Charges - A schedule of fees for the newly re-opened in-line hockey rink has been added. An hourly fee for each category of athletic field or court has been added in addition to the full day and 1A day fees. Finally, the hourly rate for county personnel when assigned to work field rentals has been increased from $12 to $15 to offset increased personnel costs.

Changes to Youth Athletic Association (YAA) Manual
Section 1.3 - Insurance coverage is now required for all subcontractors and vendors in accordance with county policies.
Section 1.11 - A signed SAVE affidavit is now required to verify legal status and right to receive a public benefit under Georgia law.
Section 2.10 - The section on properly securing soccer goals has been expanded to require all sport specific equipment be properly secured for play during the season and secured and locked between seasons.
Section 2.11 - The section on temporary lights has been amended to require the YAA receive written approval for the installation of temporary lights in accordance with the county's Outdoor Lighting Ordinance.
Section 6.5 - This section has been added to notify the YAA of their responsibilities under Georgia law regarding mandated child abuse reporting by volunteers.

In regards to Lewis Park and the adjacent Corps Property, there is no conflict with the YMCA. All the property proposed for inclusion with Lewis Park is south of East Bells Ferry Road and currently under lease to Cherokee County by the Corps for use as a park. On the attached map, you can see the Outdoor YMCA to the east of our existing lease with the Corps.

If anyone would like any further information, please let me know. Thank you.

Kindest Regards,

Bryan Reynolds
Director
Cherokee Recreation & Parks Agency
7545 Main Street Building 200
Woodstock GA 30188

Cherokee Recreation & Parks Agency

MEMORANDUM

To: Cherokee Recreation & Parks Advisory Board
CC: Jerry Cooper, County Manager
From: Bryan Reynolds, CRPA Director
Date: June 4, 2012
RE: Expansion of Lewis Park & Renaming of a Portion of Cherokee Mills

BACKGROUND

Cherokee County owns a 20 acre park in southwest Cherokee, situated between the Wyngate subdivision and US Army Corps of Engineers (USACE) property south of Lake Allatoona near Bells Ferry Road. This property is immediately adjacent to the USACE property under lease to Cherokee County known as Cherokee Mills which includes the boat ramp on Bells Ferry Road, property south and east of the boat ramp, commonly known as "jet ski island", and the property south of East Bells Ferry Road that connects to the 20 acre county-owned park to the south. See the attached map.

The 20 acre park was named by the Board of Commissioners in April 2004 for a young boy tragically mauled by a vicious dog, Philip Michael Lewis. It is most commonly known as Lewis Park. The park includes a 1/2 mile soft surface walking path, benches, and pavilions. It connects to the southern part of the Cherokee Mills property via these same soft surface trails. The original entrance and parking lot serving this park is located on a small side street, Merchant's Glen, within the Wyngate subdivision.

CRPA subsequently developed a parking lot, playground, restroom building, pavilion, and trail head on East Bells Ferry Road as part of the Cherokee Mills master plan. This area has been known as the Cherokee Mills Extension. Not long after this area opened, the parking lot and entrance to Lewis Park inside the Wyngate subdivision was closed to vehicles because its location at the end of a very small street within the neighborhood is not a very desirable place for a public park entrance. It is currently used only for maintenance and emergency access. Wyngate residents still have walk-in access to the park.

PROPOSAL

Since the original Lewis Park entrance is closed to vehicles and is not a desirable entrance for the general public and because East Bells Ferry Road bisects the property leased from the USACE for Cherokee Mills Park, we propose renaming all that area south of East Bells Ferry Road, Philip Michael Lewis Park. A new sign would be installed at that entrance, giving the park a proper trail head and entrance with amenities including a restroom, pavilion and playground.

Once developed, "jet ski island" and that area north of East Bells Ferry Road, would continue to be a part of Cherokee Mills Park. The master plan as approved by the USACE calls for a personal watercraft launch, parking lot, restroom and redesigned entrance along Bells Ferry Road.

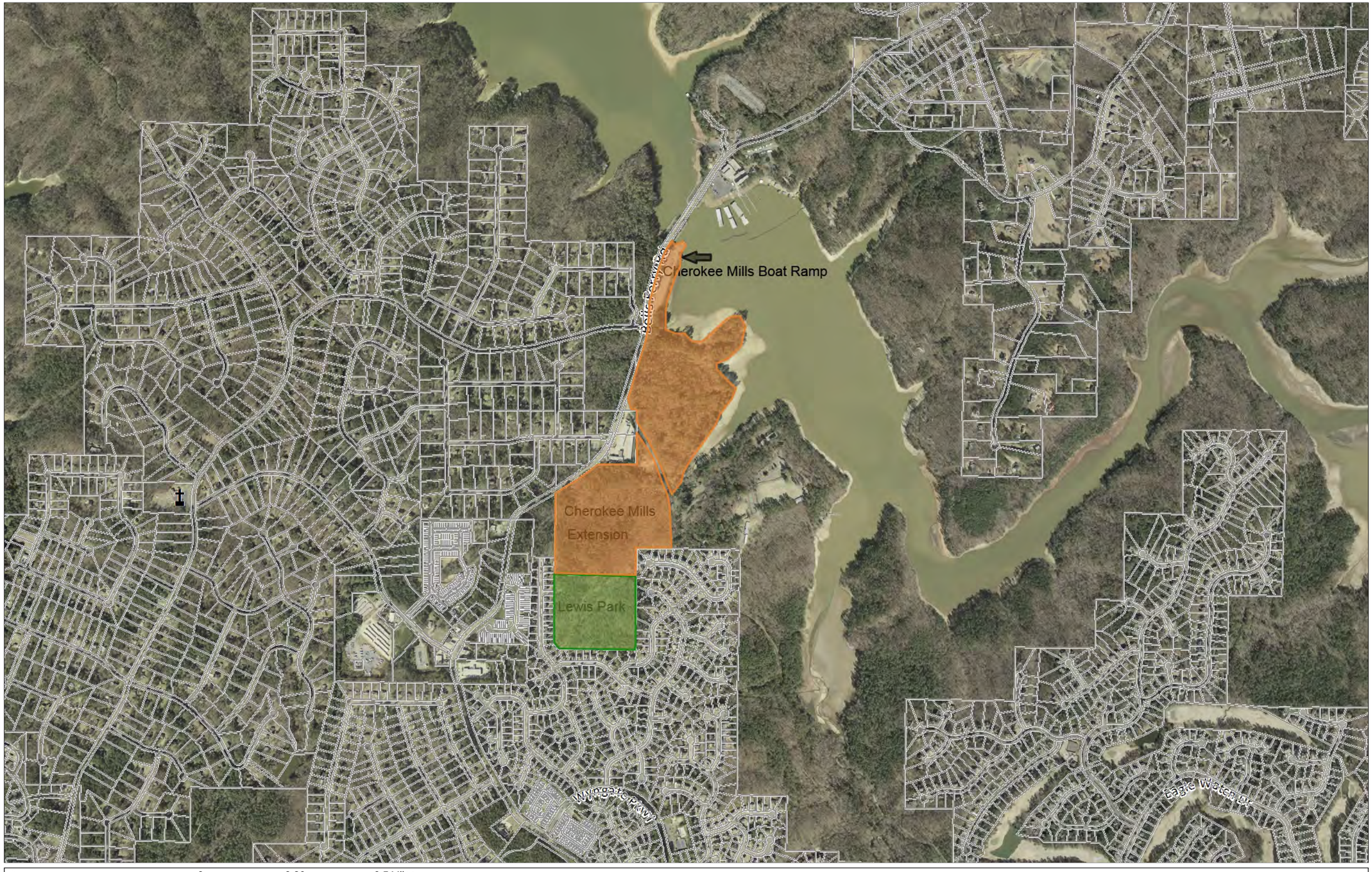
7545 Main Street • Building 200 • Woodstock, GA 30188
770-924-7768 • Fax 770-924-7890
www.crpa.net

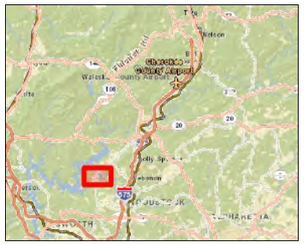
We believe this change would elevate the status of Lewis Park by giving it a more prominent entrance with the proper amenities. It would also provide separation between the passive recreational nature of the trails and amenities south of East Bells Ferry Road and the more active, water-based sports that currently utilize the Cherokee Mills boat ramp and those that will use the "jet ski island" area once developed.

Therefore, staff recommends that we include all the property south of East Bells Ferry Road currently under lease from the USACE as well as the original 20 acres in what is now known as Philip Michael Lewis Park. A new sign would be added to the new park entrance on East Bells Ferry Road designating it as such. The existing gravel lot located on Merchant's Glen within the Wyngate neighborhood will continue to be used as a maintenance and emergency access. Wyngate residents will continue to have walk-in access to the park.

Thank you.

Cherokee County, GA





Legend

- City and County Boundaries
- Churches
- Schools
- Tax Parcels
- 2009 Orthophotography
- Streets

1: 16,511

0.5 0 0.26 0.5 Miles

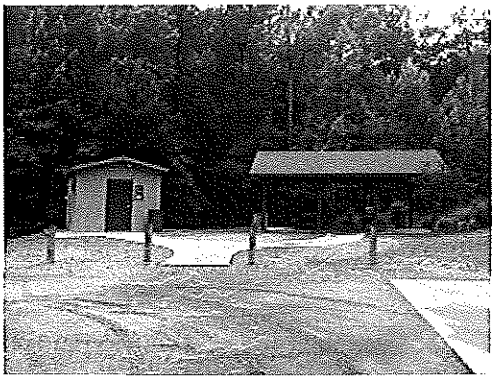
© Cherokee County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

This map was automatically generated using Geocortex Essentials.



Park & Amenities @ Cherokee Mills Extension on East Bells Ferry Road

Playground @ Cherokee Mills Extension on East Bells Ferry Road

Picnic Pavilion @ Cherokee Mills Extension on East Bells Ferry Road

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Gravel Lot @ Merchant's Glen Drive

Lewis Park Entrance on Merchant's Glen Drive

2.5

Cherokee County, Georgia
Agenda Request

SUBJECT: Revisions to Athletic Field Use Policy **MEETING DATE:** June 19, 2012
SUBMITTED BY: Bryan Reynolds

COMMISSION ACTION REQUESTED:

Consideration of Revisions to Athletic Field Use Policy as Recommended by Staff, Reviewed and Approved by CRPA Advisory Board

FACTS AND ISSUES:

The following changes to the Athletic Field Use Policy are recommended by staff. These changes have been reviewed by the County Attorney's office. They were reviewed and approved by the CRPA Advisory Board 4-0 at their June 6, 2012 meeting.

Section 2 – The definition of Local Recreation Provided has been expanded to require a local governing board and by laws. Also, in order to qualify for the higher field priority and lower fees, a minimum of 85% of the organizations' participants must be residents of Cherokee County.

Fee Schedule – A schedule of fees for the newly re-opened in-line hockey rink have been added. An hourly fee for each category of athletic field or court has been added in addition to the full day and ½ day fees. Finally, the hourly rate for county personnel when assigned to work field rentals has been increased from $12 to $15 to offset increased personnel costs.

BUDGET:

Budgeted Amount: NA
Amount Encumbered: NA
Amount Spent to Date: NA
Amount Requested: NA
Remaining Budget: NA
Budget Adjustment Necessary: No

Account Name: NA
Account #: NA
If yes, how much:

ADMINISTRATIVE RECOMMENDATION:

Approval of Revisions to Athletic Field Use Policy as Recommended by Staff, Reviewed and Approved by CRPA Advisory Board

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____

Summary of Changes to Athletic Field Use Policy

Section 2 – Definition of "Local Recreation Provider

This section currently reads:

> A "Local Recreation Provider" is defined as a nonprofit group organized for the primary purpose of providing and delivering recreational opportunities to the citizens of Cherokee County whether or not a fee is charged. Such groups could include but are not limited to volunteer youth sports organizations, senior sports groups or the YMCA.

The proposed changes are as follows:

> A "Local Recreation Provider" is defined as a Cherokee County-based organization with a separate local Cherokee County governing board and by-laws registered as a non-profit corporation with the Georgia Secretary of State's Office organized for the primary purpose of providing and delivering recreational opportunities to the citizens of Cherokee County whether or not a fee is charged. To qualify as nonprofit, the organization must meet all criteria as identified by the Internal Revenue Service. Such groups include, but are not limited to; volunteer youth sports organizations, senior sports groups or the YMCA.
>
> To qualify as a Local Recreation Provider, no less than eighty five percent (85%) of the participants MUST be residents of Cherokee County. Cherokee County staff may verify residency prior to the allocation of fields through rosters with participant names and addresses and/or individual participant utility bills/photo ID.

Schedule of Fees and Charges

Current Schedule of Fees and Charges reads:

User Group	Baseball / Softball Field	Multipurpose Field
Category 1		
Cherokee County	No Cost	No Cost
Category 2		
Local Recreation Providers	$27 per Day Lights Included No Staff Person Required	$35 per Day Lights Included No Staff Person Required
Category 3		
Civic, Faith Based, School Groups	$27 per Day Lights Included No Staff Person Required	$35 per Day Lights Included No Staff Person Required
Category 4		
Businesses, Other Contracted Organizations, Individuals or Groups	$125 per Day $75 per ½ Day (≤ 4 hours) $10 per Hour for Lights $12 per Hour for Staff Person	$175 per Day $100 per ½ Day (≤ 4 hours) $10 per Hour for Lights $12 per Hour for Staff Person

Proposed Schedule of Fees and Charges reads:

User Group	Baseball / Softball Field	Multipurpose Field	In-Line Hockey Rink
Category 1			
Cherokee County	No Cost	No Cost	No Cost
Category 2			
Local Recreation Providers	$27 per Day Lights Included	$35 per Day Lights Included	$15 per Day Lights Included
Category 3			
Civic, Faith Based, School Groups	$27 per Day Lights Included	$35 per Day Lights Included	$15 per Day Lights Included
Category 4			
Businesses, Other Contracted Organizations, Individuals or Groups	$125 per Day $75 per ½ Day (≤ 4 hours) $20 per Hour (min. 2 hours) $10 per Hour for Lights	$175 per Day $100 per ½ Day (≤ 4 hours) $30 per Hour (min. 2 hours) $10 per Hour for Lights	$75 per Day $40 per ½ Day (≤ 4 hours) $12 per Hour (min. 2 hours) $10 per Hour for Lights

All field rentals are subject to:

(1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set-up painting/stripping it is an additional $125 per field.

(2) County Staff

Cherokee County reserves the right to assign and schedule county staff for any athletic field rentals that may require additional field maintenance, custodial services, and general maintenance. Examples include but are not limited to the rental of multiple fields, all-day or multi-day events. This is at the sole discretion of Cherokee County. When required, it will be at the cost of the group or individual renting the field(s). The cost will be $15 per hour per staff person (minimum 4 hours).

STATE OF GEORGIA **RESOLUTION NO.: _____**
COUNTY OF CHEROKEE

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, GEORGIA REGARDING THE ATHLETIC FIELD USE POLICY OF CHEROKEE COUNTY

WHEREAS, Cherokee County owns and leases several parks throughout the county that include athletic fields,

WHEREAS, Cherokee County operates said parks through the Cherokee Recreation & Parks Agency,

AND WHEREAS, Cherokee County desires to allow for the orderly and efficient use of these fields by priority users while also allowing for the use of the fields by the general public when not reserved for scheduled activities,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County that Cherokee County hereby establishes the following policies and procedures to ensure the safe and efficient use and the equitable availability of the athletic fields owned and operated by the county.

Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by Cherokee County. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park.**

Cherokee County reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, the individual athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be closed by the Cherokee Recreation & Parks Agency due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. Cherokee County reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of Cherokee County residents.

Category 1 - Cherokee County

> "Cherokee County" shall include all of the following: activities and programs of the Cherokee Recreation & Parks Agency and events sponsored, co-sponsored or partnered with Cherokee Recreation & Parks Agency.

Category 2 - Local Recreation Providers

> A "Local Recreation Provider" is defined as a Cherokee County-based organization with a separate local Cherokee County governing board and by-laws registered as a non-profit corporation with the Georgia Secretary of State's Office organized for the primary purpose of providing and delivering recreational opportunities to the citizens of Cherokee County whether or not a fee is charged. To qualify as non-

profit, the organization must meet all criteria as identified by the Internal Revenue Service. Such groups include, but are not limited to; volunteer youth sports organizations, senior sports groups or the YMCA.

To qualify as a Local Recreation Provider, no less than eighty five percent (85%) of the participants MUST be residents of Cherokee County. Cherokee County staff may verify residency prior to the allocation of fields through rosters with participant names and addresses and/or individual participant utility bills/photo ID.

Category 3 – Local Civic, Faith Based and/or Educational Groups

"Local Civic, Faith Based and/or Educational Groups" shall include, but are not limited, to organizations as the Rotary Club, Lions Club, Cherokee County School District, private schools or home school groups located within Cherokee County boundaries.

Category 4 – Businesses, Other Contracted Organizations, Individuals or Groups

Any business, organization, club, individual or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment of the prescribed fee and the issuance of a Facility Use Permit provided by Cherokee County. The Facility Use Permit shall include ALL of the following:

- The name of the organization reserving the athletic field.
- The name, address and phone number of the individual making the application and contact person for the permit.
- The specific athletic field(s) being reserved.
- The date of issuance.
- The date, time and duration of the permit.
- The specific fee or fees charged and schedule of payment.
- All conditions assigned to the permit over and above the requirements of this Policy.
- The signature of the Cherokee County Recreation and Parks Director or his designee.
- A signature of the permit applicant agreeing that the conditions, restrictions and waivers have been met or will be met in connection with the event for which the permit has been issued.

In the event of a cancellation of an activity by the Recreation and Parks Director or his designee due to weather conditions which make the activity impossible, or due to any Act of God beyond the control of the applicant/permit holder, 1) a credit may be given to the applicant/permit holder; 2) a refund may be requested from the Recreation and Parks Director or his designee; or 3) the event may be rescheduled at the earliest available date with no additional fees incurred.

Section 4 - Sales on Park Property

Cherokee County reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of Cherokee County. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by Cherokee County. Food concessions must be approved by Cherokee County and follow all Cherokee County Codes and Ordinances.

Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the Cherokee Recreation & Parks Advisory Board, is attached hereto and incorporated herein as Exhibit "A". The Schedule of Fees and

Charges for the Use of Athletic Fields may be amended from time to time by the Cherokee Recreation & Parks Advisory Board or the Board of Commissioners. Any such amended Schedule, when duly adopted by the Advisory Board or Board of Commissioners, shall be in full force and effect and shall be made available to the public at the office of the Director of the Cherokee Recreation and Parks Agency.

Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

Organizations and individuals are not permitted to sublease any portion of a Cherokee County park or athletic field without prior written consent from the Recreation and Parks Director or his designee.

In the event the organization is a youth athletic association, the association shall comply with the most current version of the Youth Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a Cherokee County program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all Cherokee County Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

SO RESOLVED by the Cherokee County Board of Commissioners this _____ day of _____, 2012:

_____
L.B. "Buzz" Ahrens, Chairman

_____
Harry Johnston, Post 1

_____
Jim Hubbard, Post 2

_____
Karen Bosch, Post 3

_____
Jason A. Nelms, Post 4

ATTEST:

_____
County Clerk

Exhibit A-Schedule of Fees and Charges for the Use of Athletic Fields

Adopted by the Cherokee County Recreation & Parks Advisory Board

User Group	Baseball / Softball Field	Multipurpose Field	In-Line Hockey Rink
Category 1			
Cherokee County	No Cost	No Cost	No Cost
Category 2			
Local Recreation Providers	$27 per Day Lights Included	$35 per Day Lights Included	$15 per Day Lights Included
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Civic, Faith Based, School Groups	$27 per Day Lights Included	$35 per Day Lights Included	$15 per Day Lights Included
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All field rentals are subject to:

(1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set-up painting/stripping it is an additional $125 per field.

(2) County Staff

Cherokee County reserves the right to assign and schedule county staff for any athletic field rentals that may require additional field maintenance, custodial services, and general maintenance. Examples include but are not limited to the rental of multiple fields, all-day or multi-day events. This is at the sole discretion of Cherokee County. When required, it will be at the cost of the group or individual renting the field(s). The cost will be $15 per hour per staff person (minimum 4 hours).

2.6

Cherokee County, Georgia
Agenda Request

SUBJECT: Revisions to Youth Athletic Association Manual **MEETING DATE:** June 19, 2012
SUBMITTED BY: Bryan Reynolds

COMMISSION ACTION REQUESTED:

Consideration of Revisions to Youth Athletic Association Manual as Recommended by Staff, Reviewed and Approved by CRPA Advisory Board

FACTS AND ISSUES:

The following changes to the Athletic Field Use Policy are recommended by staff. These changes have been reviewed by the County Attorney's office. They were reviewed and approved by the CRPA Advisory Board 4-0 at their June 6, 2012 meeting.

Section 1.3 – Insurance coverage is now required for all subcontractors and vendors in accordance with county policies.
Section 1.11 – A signed SAVE affidavit is now required to verify legal status and right to receive a public benefit under Georgia law.
Section 2.10 – The section on properly securing soccer goals has been expanded to require all sport specific equipment be properly secured for play during the season and secured and locked between seasons.
Section 2.11 – The section on temporary lights has been amended to require the YAA receive written approval for the installation of temporary lights in accordance with the county's Outdoor Lighting Ordinance.
Section 6.5 – This section has been added to notify the YAA of their responsibilities under Georgia law regarding mandated child abuse reporting by volunteers.

BUDGET:

Budgeted Amount: NA
Amount Encumbered: NA
Amount Spent to Date: NA
Amount Requested: NA
Remaining Budget: NA
Budget Adjustment Necessary: No

Account Name: NA
Account #: NA
If yes, how much:

ADMINISTRATIVE RECOMMENDATION:

Approval of Revisions to Youth Athletic Association Manual as Recommended by Staff, Reviewed and Approved by CRPA Advisory Board

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____

Summary of Changes to Youth Athletic Association Manual

Section 1.3 – Insurance Coverage

This section currently reads:

> The YAA must obtain a comprehensive general liability insurance coverage package for a minimum of $1,000,000 per occurrence for bodily injury, personal injury and property damage. The Certificate of Insurance must list the Cherokee County as an additional insured. An updated copy of the current Certificate of Insurance is due to CRPA by January 15 each year.
>
> All subcontractors and vendors must provide the County a comprehensive general liability insurance coverage package in accordance with County policies. The YAA board shall be permitted to carry an umbrella policy to cover subcontractors as long as it is a comprehensive general liability insurance package and is in accordance with County policy.
>
> The county's insurance covers only County buildings and fields. It is the responsibility of the YAA to insure any contents stored in concession stands, office and storage buildings on County property.

The proposed changes are as follows:

> The YAA must obtain a comprehensive general liability insurance coverage package for a minimum of One Million Dollars ($1,000,000) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. The Certificate of Insurance must list Cherokee County, Georgia as an additional insured. An updated copy of the current Certificate of Insurance is due to CRPA by January 15 each year.
>
> All subcontractors and vendors must provide the County a comprehensive general liability insurance coverage package for a minimum of One Million Dollars ($1,000,000) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The YAA board shall be permitted to carry an umbrella policy to cover subcontractors as long as it is a comprehensive general liability insurance package and is in accordance with County policy.
>
> The County's insurance covers only County buildings and fields. It is the responsibility of the YAA to insure any YAA contents stored in concession stands, office and storage buildings on County property. Neither the County nor CRPA will be responsible for theft or damage of such items.

Section 1.11 – SAVE Affidavit

This is a new section. It reads as follows. (Also, a copy of the SAVE Affidavit is included in the appendix of the manual.)

> Pursuant to O.C.G.A. § 50-36-1, the YAA must provide a SAVE Affidavit and a secure and verifiable document evidencing the YAA's legal status in the Country each time that the YAA obtains a public benefit, including any contract, from the County and/or CRPA.

Section 2.10 – Securing Sport Specific Equipment

This section currently reads:

> Youth soccer associations must secure all soccer goals safely for play during the soccer season and must secure and lock all soccer goals between seasons.

The proposed changes are as follows:

> The YAA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. Neither the CRPA nor the County will be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored.

Section 2.11 – Temporary Lights

This section currently reads:

> The YAA must receive written approval from CRPA prior to placing any temporary lights in a Park. The lights must be placed a safe distance from the playing field. They must be placed in such a way that they do not interfere with maintenance of a Park. The lights must be erected properly and secured in such a way that they are not a danger to the public.

The proposed changes are as follows:

> Consistent with and pursuant to the Cherokee County Outdoor Lighting Ordinance, the YAA must receive written approval from Cherokee County prior to placing any temporary lights in a Park. The lights must be placed a safe distance from the playing field. They must be placed in such a way that they do not interfere with maintenance of a Park. The lights must be erected properly and secured in such a way that they are not a danger to the public.

Section 6.5 – Mandatory Child Abuse Reporting

This is a new section.

> In accordance with Georgia state law, volunteers in not-for-profit organizations providing recreational programs to children who have reasonable cause to believe that a child has been abused shall report that abuse to the proper authorities.
>
> YAA's shall notify their volunteers of this requirement and should provide training for their volunteers on how to recognize and how to report child abuse. See the Georgia Department of Human Services for more information.

Youth Athletic Association

Policy and Procedures Manual

CHEROKEE
RECREATION
& PARKS
AGENCY

Date of Recommendation by Advisory Board:

Date of Adoption by Board of Commissioners:

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Severe Weather Guidelines for Youth Athletics

CRPA Contact Information

CRPA Offices

Main Office
(Use this address for all US Postal Service mail)

Cherokee Recreation & Parks Agency
7545 Main Street Building 200
Woodstock GA 30188
Phone: 770-924-7768
Fax: 770-924-7890
Web Site: www.crpa.net

Park Services Office
(No US Postal Service at this address)

JJ Biello Park – Riverside Athletic Complex
601 Drew Cameron Drive
Woodstock GA 30188
Phone: 770-852-2258
Fax: 770-852-2259

Key CRPA Staff Members

Bryan Reynolds, Director
Phone: 770-924-7768
Email: bdreynolds@cherokeega.com

Michael Brantley, Parks Division Director
Phone: 770-924-7768
Email: mbrantley@cherokeega.com

Primary Youth Athletic Association Liaison:
Jay Worley, Athletics Division Director
Phone: 770-924-7768
Email: jworley@cherokeega.com

CRPA On-Call Staff:
Pager: 770-327-0186
Enter park phone number. CRPA on-call staff will return the call on the park phone only.

For background checks, contact:
Camille Thomas, Athletic Coordinator
Phone: 770-924-7768
Email: cthomas@cherokeega.com

Jay Worley, Athletic Division Director
Phone: 770-924-7768
Email: jworley@cherokeega.com

Steve Ralston, Park Maintenance Superintendent
Phone: 770-852-2258
Email: sralston@cherokeega.com

For concession orders, contact:
Cindy Klein, Recreation Assistant
Phone: 770-924-7768
Email: cklein@cherokeega.com

For NYSCA coaches clinics, contact:
Sammy Long, Athletic Coordinator
Phone: 770-924-7768
Email: slong@cherokeega.com

For facility rentals, contact:
Becky Kerstetter, Receptionist / Registrar
Phone: 770-924-7768
Email: bkerstetter@cherokeega.com

Other Contact Information

For Work Order Requests:
Use the work order form found at www.crpa.net under the Parks and Facilities tab.

For After Hours and Weekend Field Closings:
Leave a voice message at the Park Services Office or email the primary YAA liaison.

I. Youth Athletic Association Requirements

1. Definitions and Terms

This document serves as the Youth Athletic Association Policy and Procedures Manual (the "Manual") for Cherokee County (hereinafter referred to as the "County") that is incorporated by reference into the Facility Use Permit. This Manual shall apply to all youth athletic associations (hereinafter referred to as the "YAA") and contains requirements that any YAA must fulfill in order to receive a Facility Use Permit to conduct its program in a County owned park or facility (hereinafter referred to as a "Park").

These requirements are necessary to assure public confidence in the management and structure of the Cherokee Recreation and Parks Agency (hereinafter referred to as the "CRPA") as it interacts with the YAA and permits use of County properties, while ensuring the safety, health and protection of all participants. This Manual outlines the basic structure of the County requirements for the YAA to operate within the County to ensure all programs are operated in accordance with CRPA and national recreation program standards. Violation of any requirement may constitute cause for revocation of the use of the Park and/or any Facility Use Permit. Recognizing that the YAA utilizes valuable assets provided by the County and CRPA that are funded by tax payers, the YAA is required to provide their services in concert with established County policies, ordinances and good business practices. In addition, situations may arise requiring CRPA and the County to be involved in issues related to YAA operations. In these instances, the YAA is required to cooperate with CRPA and the County to resolve issues not specifically covered by this Manual.

2. Nonprofit Organization Status

The YAA will incorporate and register with the Georgia Secretary of State's Office as a not-for-profit corporation. Proof of not-for-profit status must be submitted annually to CRPA by April 1st each year.

3. Insurance Coverage

The YAA must obtain a comprehensive general liability insurance coverage package for a minimum of One Million Dollars ($1,000,000) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list Cherokee County, Georgia as an additional insured. An updated copy of the current Certificate of Insurance is due to CRPA by January 15 each year.

All subcontractors and vendors must provide the County a comprehensive general liability insurance coverage package for a minimum of One Million Dollars ($1,000,000) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The YAA board shall be permitted to carry an umbrella policy to cover subcontractors as long as it is a comprehensive general liability insurance package and is in accordance with County policy.

The County's insurance covers only County buildings and fields. It is the responsibility of the YAA to insure any YAA contents stored in concession stands, office and storage buildings on County property. Neither the County nor CRPA will be responsible for theft or damage of such items.

4. Bylaws

A copy of the YAA bylaws must be submitted to CRPA each year by January 15 and within five (5) days after any amendments or changes prior to the issuance of any Facility Use Permit. The YAA should review and approve their bylaws a minimum of every two (2) years.

5. Financial Reports

The Official Code of Georgia Annotated requires all corporate minutes and books of account be held open for inspection by any member of the YAA at any reasonable time. The YAA shall assume the

financial responsibility for the recreation program it operates. The County and CRPA assume no responsibility for maintaining financial stability of the YAA. Furthermore, the County and CRPA expressly assume no responsibility for the outstanding debts of the YAA. CRPA recommends that each YAA be bonded and that annual internal audits are performed on all checking accounts.

6. YAA Contracts, Staff and Disclosure

The use of County property by the YAA for the financial gain of any individual or any for-profit entity is strictly prohibited. The YAA should strive to avoid obtaining materials, supplies or services from any persons affiliated with the YAA or formerly affiliated with the YAA to avoid the appearance of impropriety (including family members of such affiliated persons).

Disclosure to CPRA and YAA membership of any contract, service, relationship or financial gain by any board member or family member thereof is required. Examples would include, but are not limited to, scheduling of game officials, contracted concessions, sale of uniforms or equipment, etc.

7. Cherokee County Meeting Requirements

Each year CRPA hosts two (2) meetings that the YAA is required to attend. The purpose of these meetings is to increase communication between both parties and improve operations.

a. Individual Youth Athletic Association Meeting
   - Held each year in May and/or December.
   - Required attendance from YAA President or their representative.
   - This requirement must be met in order for a Facility Use Permit to be issued for the next year. Up to three members may attend.
   - Cherokee County representatives in attendance may include: CRPA staff, County staff and support services staff.
   - YAA Season Information forms (see Appendix) are due at this meeting.

b. Annual President's Meeting
   - Held each year in December
   - Required attendance from YAA executive officers or their representative.

Cherokee County representatives in attendance may include: CRPA staff, Recreation Advisory Board members and County Staff & guest speakers.

8. Non-Discrimination Requirement

The YAA must ensure that no persons be denied participation in any program based on race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification with the exception that children may be grouped by age on teams to ensure safety of the participants. The YAA must be in compliance with the Americans with Disabilities Act.

9. Facility Use Permits

The YAA must obtain a Facility Use Permit from CRPA a minimum of ninety (90) days prior to the first scheduled practice of each sport season. This permit is to be obtained from CRPA on behalf of the YAA by the President. This permit, issued seasonally per sport, specifically identifies facilities to be used by the YAA and the terms and conditions of said use. Adherence to all requirements outlined in this Manual for a YAA operating in a Park is a condition of the Facility Use Permit.

The sole purpose of Facility Use Permits is for the use of sports fields. Passive and open areas are not available for use at any time for organized practice or play. Use of the walking trails for purposes other than running or walking is strictly prohibited. The YAA is responsible for ensuring that walking tracks and

trails adjacent to sports fields are clear of spectators during YAA activities. The YAA may be liable for any incidents related to unauthorized use.

Facility Use Permits are issued solely for the use of the YAA. The permit is not transferable or assignable. Only CRPA can issue permits to any person or organization seeking to use a Park. The YAA may not sublet Park facilities to another organization or permit any separate organization to use a Park under the YAA name. Violation of these rules will require the forfeiture of any money made as a result of the use of the Park and may result in the revocation of the Facility Use Permit.

CRPA reserves the right to modify Facility Use Permits based on YAA needs and field availability.

10. Cancellations

CRPA reserves the right to cancel any scheduled activity on County property when it determines that such use could potentially cause unsafe conditions for the YAA, spectators, general public and/or damage to the facility or grounds. Furthermore, CRPA maintains the authority to close a facility at any time it deems it to be in the best interest of the public.

11. SAVE

Pursuant to O.C.G.A. § 50-36-1, the YAA must provide a SAVE Affidavit and a secure and verifiable document evidencing the YAA's legal status in the Country each time that the YAA obtains a public benefit, including any contract, from the County and/or CRPA.

II. Facility Use and Operations

1. Role of CRPA

The role of CRPA is to facilitate agreements and permits with those organizations desiring to use County athletic fields and facilities to implement various youth athletic programs, activities and events; and to ensure that the recreational assets of Cherokee County are utilized effectively and efficiently to allow maximum participation and citizen access. In addition, CRPA will:

a. Assist user groups in setting dates and times for use; securing permits; collect proof of insurance and non-profit verification documents from the YAA; collect facility use fees, deposits and any other charges associated with facility use;
b. Collect proposed practice, game and tournament schedules; and program participation reports from the YAA for each season and sport;
c. Relay all communication from CRPA to the YAA;
d. Assist the YAA with coaching education;
e. Regularly inspect parks, fields and facilities and communicate issues, concerns and problems to the YAA;
f. Disseminate information on field and facility closures for inclement weather or renovation;
g. Notify the YAA of mandatory meetings conducted by CRPA; and
h. Ensure the YAA complies with this Manual.

2. YAA Operations and Maintenance Responsibilities

The YAA is responsible for providing all sports equipment and necessary personnel to operate the program.

The YAA is responsible for collecting litter daily from fields, dugouts, spectator areas, press boxes, restrooms, concession areas and breezeways and placing it into trash receptacles. Trash left in these areas constitutes a violation of the Facility Use Permit and may hinder field/facility preparation. Boxes from the concession stand should be crushed and taken to the park dumpster if applicable.

The YAA must turn field lights off each evening at the conclusion of activities and ensure that lights are off on fields not in use. Lights should not be used until necessary in the evenings. A monetary penalty may be assessed against the YAA for lights left on unnecessarily. There is a constant and significant expense associated with field lighting that requires constant management by the YAA.

Cost to repair damages directly associated with misuse or abuse of park facilities and equipment (scoreboard control boxes, fencing, etc.) by YAA members will be the responsibility of the YAA. CRPA will replace or repair damaged facilities and equipment and the YAA will be billed for the expense. Unpaid bills will jeopardize Facility Use Permits.

Scoreboard control boxes may be checked out through CRPA under the following guidelines:

a. The YAA President must sign out all scoreboard control boxes prior to the start of the season;
b. Scoreboard control boxes must be turned in to CRPA within two (2) weeks after the end of the season;
c. Scoreboard control boxes that are damaged, lost or destroyed must be immediately reported to CRPA;
d. A minimum of thirty (30) days should be expected for all repairs;
e. The YAA shall be responsible for the cost of repairs or replacement of any lost or damaged score board control boxes due to negligence;
f. Scoreboard control boxes must be stored at the park in the concession or designated storage area;
g. Scoreboard control boxes are mated to specific scoreboards and must remain with their respective mate; and
h. The YAA must turn scoreboards off each evening at the conclusion of activities and assure that scoreboards are off on fields not in use. A monetary penalty may be assessed against the YAA for scoreboards left on unnecessarily. There is a constant expense associated with scoreboards that requires constant management by the YAA.

3. Field Scheduling

Proposed dates for tryouts, practices and league games at County facilities must be submitted in writing a minimum of thirty (30) days in advance to CRPA. Once submitted, CRPA will allocate field space as deemed in the best interest of Cherokee County residents. Final decisions regarding field scheduling will rest with CRPA. Priority for field use will be given in accordance with the Cherokee County Athletic Field Use Policy as adopted by Resolution of the Cherokee County Board of Commissioners. See Appendix.

4. Practice & Game Schedules

The YAA must make the scheduling of practices and games for recreation teams their first priority during the scheduling process. All practice times and game times must be approved by CRPA prior to the start of the practices and games. Upon review of these schedules, if CRPA determines that excessive time is allotted for practices, time will be given to other groups in need of space. Unused field time will be scheduled by CRPA as deemed appropriate. Scheduled field time refers to approved practice and game schedules. Athletic fields will not be prepared and materials will not be distributed until CRPA receives a written practice and/or game schedule.

All YAA game schedules shall be submitted two weeks prior to the first scheduled games. Any changes in the game schedule shall be submitted 48 hours in advance of rescheduled games.

5. Tournaments

The YAA must submit a request in writing to CRPA for permission to use a Park for tournaments.

For tournaments awarded through the bid process by national or state associations, written notification should be received by CRPA two (2) weeks prior to bidding on a tournament. This written request shall include tournament dates, times and specific facilities. Upon approval from CRPA, the YAA may proceed with the tournament bid process.

Once the YAA has been notified of the award of the tournament, they should confirm tournament dates, times and needs from the County with CRPA. Within two (2) weeks of being notified about awarded tournament(s), CRPA will indicate any assistance it can provide concerning the YAA request. The tournament/event must take place during the time period allotted to the YAA by CRPA.

For pre-season, end of season and other tournaments which are not awarded through a bid process, the written request must be received by CRPA by the first Monday in November in order to be considered for the following year.

CRPA reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the YAA of the park/facility whether during the allotted time or not.

For tournaments where large amounts of people and trash are expected, the YAA shall rent adequately sized dumpsters and port-a-johns for the duration of the activity and ensure that trash bags are deposited in the dumpster(s). Dumpsters and port-a-johns shall be removed from the site the day after the tournament or activity. If not removed within five (5) business days after the tournament, the YAA must show proof that contact has been made to the appropriate vendor regarding the removal of the equipment.

All outside organizations wishing to conduct a tournament/event in a park/facility MUST make their request directly to CRPA. Outside organizations are subject to a fee for the use of the facility. CRPA reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

6. Camps & Clinics

The YAA must submit a request in writing to CRPA for the use of a Park for any camps and clinics sponsored by the YAA. The written request should be received by CRPA at least 90 days prior to requested dates of use. Failure to provide adequate request and notice of scheduled activities to CRPA could result in conflicts with county sponsored camps & clinics or scheduled park maintenance and rejection of a Facility Use Permit.

CRPA reserves the right to impose an additional fee for use of the facility if it is determined the event is not directly linked to the normal operations of the YAA of the park/facility whether during the allotted time or not.

For camps/clinics where a large amount of people and trash are expected, the YAA shall rent adequately sized dumpsters and port-a-johns for the duration of the activity and ensure that trash bags are deposited in the dumpster(s). Dumpsters and port-a-johns shall be removed from the site the day after the activity. If not removed within five (5) business days after the activity, the YAA must show proof a contact has been made to the appropriate vendor regarding the removal of the equipment.

All outside organizations wishing to conduct a camp/clinic in a park/facility MUST make their request directly to CRPA. Outside organizations are subject to a fee for the use of the facility. CRPA reserves the right to change, alter or cancel the event based on weather conditions or unapproved changes to the structure of the event.

7. Coaching Certification

CRPA requires a minimum of one (1) coach per team to attend a coaching clinic and maintain good standing. The following are approved coaching certification clinics: NYSCA, Simply the Best, A.C.E., A.C.E.P., Doyle, GHSA, GYSA, US Youth Soccer, Higher Ground, US Lacrosse Association, National Cheerleading Association. The YAA may submit a written request to CRPA for the approval of other certifications. Records of certification may be requested by CRPA.

8. Criminal Background Check Requirements

Background checks must be conducted on all appropriate volunteers in accordance with CRPA policies. See the Criminal Background Check Requirements for a YAA in the Appendix.

9. Conduct

CRPA encourages the YAA to support and promote sportsmanship in all leagues and programs. Parents should sign a parent's code of ethics during the registration process of each sport season or prior to the first scheduled practice. Coaches and officials should sign the appropriate code of ethics prior to the start of each sport season. The YAA is responsible for addressing behavior by the officials, coaches, parents, participants and spectators that is considered harmful to the program. Profanity will not be tolerated. Any incidents involving negative behavior are to be addressed by the YAA Board of Directors. All grievances, protest and ethical issues shall follow the YAA due process procedures.

CRPA has a NO TOLERANCE POLICY towards violence. When an umpire, referee, or designated official requires an individual or individuals involved in a confrontation or conduct unbecoming to leave the park or recreation facility and the individual(s) does not leave, or leaves and returns, the appropriate law enforcement authorities shall be summoned.

10. Securing Sport Specific Equipment

The YAA must secure all sport specific equipment safely for play during the season and must secure and lock all equipment between seasons. Neither the CRPA nor the County will be responsible for the safety of the equipment, or any theft or damage to the equipment while being stored.

11. Temporary Lights

Consistent with and pursuant to the Cherokee County Outdoor Lighting Ordinance, the YAA must receive written approval from Cherokee County prior to placing any temporary lights in a Park. The lights must be placed a safe distance from the playing field. They must be placed in such a way that they do not interfere with maintenance of a Park. The lights must be erected properly and secured in such a way that they are not a danger to the public.

12. YAA Announcements and Registration Signs

If the YAA wishes to place signs in the Park for the purpose of announcing program registration and events it must obtain approval from CRPA through written request. If approved, the sign must not be installed earlier than thirty (30) days prior to the event and must be removed no later than seven (7) days after the event. All YAA signs must contain the following statement: *Not a CRPA Sponsored Activity*.

13. Team Banner/Sign and Advertising/Sponsorship Guidelines

Team Banner/Sign – Team banner/signs may be displayed for games as long as they are removed each day or evening. Signs for baseball or softball facilities must be placed alongside the dugout area or foul territory outside the playing area. Location of signs for football, soccer and lacrosse facilities should generally be located along the sidelines. All signs must be installed so that they will not impair play or spectator viewing.

Advertising/Sponsorship – The YAA will only be allowed to post signs of sponsors. No other signs will be allowed. The YAA shall not discriminate against a sponsor because of race, color, creed, religion, sex, national origin, age, disability, genetic information, pregnancy, childbirth, or other legally protected category or classification or the contents of the intended advertisement. Advertising for alcohol, drugs or tobacco products, or advertising that contains obscenities, is prohibited. If upon routine inspection, it is determined that signs are not visually appealing (e.g. letters missing, faded, torn, etc.); contain obscenities or advertising for alcohol, drugs or tobacco products; or constitute a safety hazard the sign will be removed by CRPA and returned to the YAA.

Advertising/Sponsorship signs may be left up on a seasonal basis. The signs must be removed by the YAA no later than fourteen (14) days after the conclusion of the season or event. After 14, days CRPA reserves the right to remove any sign that is out of season and remaining in the Park.

All signs and banners must meet the following requirements.

a. Signs may not cover the top support pole of fencing or the bottom of fencing.
b. Signs may not exceed a size of eight (8) feet in width or four (4) feet in height on fencing six (6) feet in height or above. Fencing that is less than six (6) feet in height will be restricted to a sign height of no more than three (3) feet. Other sizes for signs must be approved by CRPA prior to installation.
c. Corrugated plastic material (flute polypropylene) or high quality vinyl is required for all signs, unless approved in advanced by CRPA.
d. All corrugated plastic signs must have rounded edges and be a minimum of four (4) millimeters in thickness.
e. There must be a sufficient number of reinforced grommets on each sign to insure that they are secured safely.
f. It is recommended that lettering be made of high performance vinyl.
g. Signs must be attached with heavy-duty plastic cable zip ties.

14. Concession Products

In accordance with the contract between the Atlanta Coca Cola Bottling Company and Cherokee County, the YAA shall serve only Coca Cola products through concession operations in County facilities. All Coca Cola products must be ordered through CRPA at least one week prior to the expected delivery date.

Items that create undue trash problems should not be made available in the concession stand (e.g. condiment packets, paper covered straws). Eliminating these types of items will greatly help both CRPA and the YAA in keeping the park clean.

The YAA will be responsible for providing, operating and maintaining all concession equipment necessary for their operation. CRPA assumes no liability for any YAA concession equipment or health violations. Because the selling of concessions is mainly through the exchange of cash, the YAA should set policies for daily documentation of receipts and inventory.

15. Outdoor Cooking and Grilling

All outdoor cooking and grilling must be conducted in a CRPA approved location. This cooking or grilling location must be located a minimum of ten (10) feet away from any combustible structure. No one under the age of 16 shall be permitted to cook or grill.

16. Food Service and Cooking with Grease and Oils

The YAA must abide by all state laws and local ordinances regarding the preparation and service of food, and all state laws and local ordinances regarding cooking with grease and oil.

17. Material Storage

Storage of materials in or around the HVAC, electrical rooms and plumbing chases is strictly prohibited. The cost for any damage that is caused by the storage of materials in these areas will be billed to the YAA.

18. Storm Water Runoff and Disposal of Fuels and Oils

The YAA must comply with all federal and state laws and local ordinances regarding storm water runoff and disposal of fuels and oils.

YAA field maintenance vehicles and equipment washing may only be done on grassy surfaces. This may not be done on gravel or exposed ground. YAA field maintenance vehicles and other motorized equipment are to be maintained in good working condition. These vehicles will not be allowed to leak oil, chemicals, or contaminants into the grass, soil and paved or concrete surfaces in the park.

YAA vehicles and other motorized equipment that require fossil fuels, including oil, gasoline, kerosene or diesel may be serviced on site, however, used fuel and oils may not be disposed or dumped anywhere on Park property. A professional collection and disposal plan is required and a copy of the contract must be provided to CRPA for its approval.

19. HVAC Temperature Control

The YAA is responsible to help maintain the County's energy management program. This program includes maintaining the temperature control setting in concession buildings with HVAC systems at 68 degrees in the winter and 78 degrees in the summer. Concession stand buildings should maintain a temperature that is energy efficient, but will allow food and candy to be properly maintained. Abuse of this program (which includes damage to any part of the HVAC system, including the thermostat, thermostat lock out box, condenser, air handler, ducts, etc.) by the YAA (upon final determination by County officials) will result in the YAA being responsible for all repair or replacement costs.

20. Use of Community Buildings and Pavilions

Requests for use of CRPA facilities and/or pavilions must be approved and processed by CRPA. Use of pavilions, activity rooms and recreation center facilities at no charge are only allowed for registration, board meetings, general annual elections, league drafts, uniform distribution, picture days, coaching/official clinics and any type of informational meeting that is for the good of all members of the YAA. The YAA may rent pavilions and/or facilities for additional meetings.

CRPA facilities may be rented to the YAA for team parties, banquets, team meetings and other YAA activities. The YAA is responsible for set up and take down and to make sure that the facility is left in the same manner, if not better, than it was found. Please contact CRPA with questions concerning the use of CRPA facilities.

21. Security

A designated YAA board member or their representative MUST make sure the entire permitted area is secure before leaving the Park. All buildings must be closed and locked. All lights and scoreboards must be turned off. All gates must be closed. A monetary penalty may be assessed against the YAA for lights/scoreboards left on unnecessarily.

22. Keys

A set of keys to Park facilities will be issued to the President of each YAA with a key deposit of $50. A set is defined as a full complement of keys to open all doors required by the YAA. No keys may be duplicated under any circumstances. The President may disburse them to board members as necessary, but a list of all key holders must be submitted to CRPA. The organization must receive expressed written permission from CRPA prior to installing locks on buildings, light boxes, gates, etc. that are not issued by

the Agency. Upon such written permission being granted, three keys (one for the Recreation and Parks, one for Property Management and one for emergency personnel) must be provided to the County for any locks installed by YAA within one (1) business day of lock installation.

23. Operation of Motorized Vehicles

It shall be unlawful for any person to drive any motorized or electric vehicle or equipment in a Park except upon roadways designated and maintained for vehicular traffic and except upon walkways and fields when permitted and approved by CRPA. Emergency personnel, law enforcement personnel and Cherokee County employees whose duties require them to drive maintenance vehicles and equipment shall be exempt from the limitations set forth in this section.

a. No one under the age of 16 shall be permitted to operate a motorized or electric vehicle or equipment.
b. Only one (1) passenger shall be allowed in any 4-wheel motorized vehicle (i.e. golf cart, gator, mule, etc.) and all passengers must remain seated at all times with arms and legs inside. No riders shall be allowed in a cargo box or anywhere else on vehicles.
c. Horseplay on motorized or electric vehicles or equipment is prohibited.
d. Maximum speed for all off road vehicles is 5 MPH.
e. Pedestrians have the right of way. Operators should always be on the look out for children. EXTREME CAUTION should be used at all times while operating a motorized vehicle in the park.
f. Turn on headlights during dark periods of the day. Headlights should be left on a half (½) hour after sunrise or be turned on a half (½) hour before sunset.
g. Vehicles should avoid sudden starts, stops or turns.
h. Headphones and cell phones are not permitted to be used while operating a vehicle.
i. Operators shall park all vehicles on level surfaces, engage the parking brake, stop the engine and remove the key before departing the vehicle. NEVER LEAVE THE VEHICLE UNATTENDED WITH THE MOTOR RUNNING.
j. When filling tanks, shut off the motor, do not smoke, keep hose nozzle against the edge of filler pipe and avoid overfilling.

24. Public Address System

Public address systems as defined by CRPA include hand held bullhorns, portable "karaoke" systems, portable microphone & speaker combinations, built-in systems, as well as noise makers, air horns, sirens or any other similar devices.

The use of public address systems by the YAA is permitted in Parks, but restricted to the following policies and guidelines:

a. The YAA is required to submit a written request to CRPA to use public address systems in Parks at least two (2) weeks in advance of planned use. The request must describe the days and times of intended use for the public address system. The request must include a description of the public address system and the intended use.
b. Upon approval, the YAA President is required to sign a Public Address System Use Agreement. See Appendix.
c. The YAA is responsible for all expenses associated with public address systems purchase, rental, repair and maintenance and care. Any damage to County property due to a public address system fault or damage is the financial responsibility of the YAA.
d. Prior to installation, CRPA must approve the YAA requests to permanently affix public address systems to County property.
e. Public address systems are restricted to the policies and guidelines outlined below.
f. Use of public address systems must be in compliance with local ordinances and the following:

i. Use will only be permitted between from 8:00 AM - 9:00 PM Monday – Saturday and 1:00 PM - 6:30 PM Sunday unless otherwise approved.
ii. Volume is not to exceed a reasonable level for the immediate listening area and be considerate of adjacent neighborhoods.
iii. The making of any loud noise, which disturbs, annoys, injures or endangers the comfort, repose, peace or safety of other persons in or playing in a recreation area will not be tolerated.

g. Generally Acceptable Use of Public Address systems:
   i. Opening day ceremony
   ii. Tournament announcements
   iii. Emergency announcements (lost & found, weather, etc.)
   iv. Team or player introductions

h. Prohibited Use of Public Address systems:
   i. In depth play by play game announcing
   ii. Promotional announcements
   iii. Non activity music (any kind)
   iv. By anyone under the age of 16.

Failure to abide by these rules will result in suspension and/or potential loss of public address system privileges for the remainder of the season.

25. Sunday Field Use

The YAA may request permission to utilize specific field space on Sundays. Sunday field use is available to the general public unless the YAA has requested and been scheduled for a specific use. The YAA is responsible for field preparation for games and practices on weekends.

26. New Sports, Programs or Associations

The YAA must notify CRPA of plans to implement any new association or sport a minimum of six (6) months in advance.

III. Fees and Charges

All revenues received by the YAA will be used in accordance with state nonprofit rules and regulations. Money should be used to operate the youth sports program or for approved improvements of facilities/athletic fields in Parks.

1. Facility Use Fees

The fee for use of athletic fields is determined by the Athletic Field Use Policy as adopted by Resolution of the Board of Commissioners. See Appendix.

2. Cancellation Policy

The YAA must inform CRPA in writing with a minimum of 24 hours advanced notice if a field(s) is not going to be used for practices or games (exception: inclement weather) to ensure that all priority user groups are using field space wisely. If not followed correctly, it will be reflected in their facility use fees and future reservation of fields. This information will also allow CRPA to adequately schedule field time for each YAA and other priority user groups.

3. Tournament Fees

The YAA will not be charged additional fees for hosting tournaments in which teams from outside of Cherokee County participate if the tournament is organized and implemented by the YAA and 100% of the money raised by the tournament in excess of costs is used for the YAA's program.

Groups that request field space for tournaments for other organizations that are not an integral part of the local YAA sports program (e.g., ISA, USSSA, AAU, etc.) will be required to rent the facility from the CRPA per the CRPA field rental policy. A field rental contract must be signed and rental fees collected by CRPA before a permit will be issued.

4. Fund-Raising

The YAA must inform CRPA, in writing, of all fund raising activities that take place in the Park. This information is used to verify the validity of fund-raising activities to the public.

5. Park Admission Fees

The YAA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season games and/or practices. The YAA may charge admission fees for sports tournaments.

However, in no event shall a tournament organizer require an individual to pay admission for Park access during an event. At the point of collection for any event admission fee, there shall be posted a sign stating that no fee is being charged to any person who is entering the park for purposes other than the event. If admission fees will be charged for an event, CRPA must be notified and approve the admission fees two (2) weeks prior to the event. CRPA must be notified of the specific areas that the YAA wishes to use in collecting fees. Areas must be approved by CRPA prior to the start of the event.

6. Commercial Activity-Vendors

Commercial activity in a recreation facility is prohibited, unless prior approval is given by CRPA for the benefit of the YAA. If the YAA is approved for commercial activity, any contract with a commercial vendor shall be between the vendor and the YAA. YAA must require vendors to provide a comprehensive general liability insurance policy for a minimum limit of $1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The Certificate of Insurance must list Cherokee County, Georgia as additional insured. The Certificate of Insurance must be forwarded to CRPA two (2) weeks prior to the vendor operating in the park for authorization and verification. Vendors must provide a proper business license.

7. Cleanup Fee

If cleanup for each event/season is not done within five (5) business days and CRPA is required to do the cleanup then the YAA will be charged a clean-up fee of at least $250. If excessive cleanup or maintenance is required an additional fee will also be charged.

8. Player Scholarships

The YAA should consider assistance to families that demonstrate financial hardship.

9. Fee Schedule

YAA Facility Use Fees:	See Schedule of Fees and Charges for the Use of Athletic Fields. See Appendix.
Key Deposit:	$50
YAA Clean-up Fee:	$250 per sport per season/event, an excess fee may be applied.

IV. Maintenance and Responsibilities Guidelines

1. Facility Maintenance/Operations Standards

Facility maintenance and operations responsibilities are broken down into three categories.

a. *County Owned Buildings:* Cherokee County is responsible for all maintenance. No additional maintenance or alterations are allowed without prior written consent from CRPA.

b. *YAA Owned Buildings:* The YAA is responsible for all maintenance in these facilities. Failure to properly maintain any structure may result in CRPA removing the structure from the Park.
c. *Athletic Fields:* CRPA will maintain all County owned athletic fields. Baseball and softball fields will be groomed periodically during the season for practices and groomed and lined for scheduled games Monday through Friday. The YAA must provide CRPA with a game schedule at least two weeks prior to the start of the season. CRPA will paint rectangular athletic fields once per week during the season. The YAA is responsible for the initial layout of rectangular athletic fields prior to the season. Upon request, CRPA can provide the initial layout at $125 per rectangular field. The YAA is responsible for all field preparation on the weekends. All field preparations and maintenance must be in accordance with the current CRPA Athletic Field Maintenance Guidelines. See Appendix.

Work orders are required for any requested work outside of general maintenance. Work orders are available on www.crpa.net under the Parks and Facilities tab. Most work orders will be completed within thirty (30) working days of receipt of the work order. If the work order is unable to be completed within thirty (30) days, CRPA will notify the YAA. The YAA is encouraged to submit post-season work orders to allow CRPA the opportunity to deal with major requests during the off season.

2. General Loss & Liability Report

CRPA must be notified immediately of any serious injury, death, property damage, or vandalism and provided with a written report by no later than the next business day. This report will help improve safety in parks, as well as document the incident should the County receive a claim.

3. Scoreboards and Bulbs

CRPA will repair scoreboards and replace light bulbs on scoreboards at the beginning of the season and upon receipt of a work order request. Scoreboard repair is not considered an emergency repair by CRPA.

4. Emergency & Safety Situations

The YAA should report emergency & safety situations to CRPA immediately.

5. Sports Fields & Park Assessments

During the off season CRPA staff will assess the damage and impact to grounds, fences, buildings and scoreboards during the sports season. A preliminary plan of action will be developed to repair damaged areas and re-establish the turf grass during the off season. The plan of action will include anticipated field closure dates and anticipated re-establishment methods (sod, sprig, rest, etc.).

The YAA must consider turf grass re-establishment plans when planning camps, clinics and tournaments. Facility Use Permits may be impacted by field renovation and turf grass re-establishment. Field closure and turf renovation plans may be adjusted depending on the outcome of the assessments. The YAA must adhere to schedules for renovation. If not, field conditions during the season will be affected.

6. Damage to Turf Grass

Should games or practices be cancelled due to inclement weather, the YAA must leave CRPA a voice message or email at the time of cancellation to ensure that CRPA staff can determine responsibility if damages occur. Cost for damages caused by play or practice during inclement weather is the responsibility of the YAA.

If damage to turf grass occurs because of misuse or abuse (misuse to include, but not limited to: failure to rotate goals, practice or play in inclement weather conditions) by the YAA, CRPA will require the YAA to purchase replacement sod and incur any other cost necessary to repair the damaged area and to make the playing fields safe. CRPA will determine sod renovation needs.

V. Park Improvements and Additions

CRPA encourages the YAA to pursue improvements to Park facilities that will enhance the program, as well as upgrade the amenities in the Park. Written requests must be made to CRPA prior to any work. The YAA will receive confirmation of receipt of the request within five (5) working days. Staff will review all requests and an approval or denial will be communicated as soon as possible. Plans must meet all Federal, State and local ordinances and building codes, and are subject to the approval of the Cherokee County Building Department and Cherokee County Property Management. All permanent structures constructed in a Park will become the property of Cherokee County.

Work may proceed only after approval. If a YAA fails to follow these procedures, CRPA reserves the right to dismantle and remove unapproved alterations, additions, changes, etc. made to the facilities at the cost to the YAA and to revoke the YAA's Facility Use Permit.

VI. Safety and Security

1. Incidents Involving Vandalism and Accident or Injury

Vandalism must be reported to the Sheriff's Office immediately by calling 911. The YAA is responsible for submitting a General Loss & Liability Report to CRPA for any vandalism, injury and serious incidents within twenty-four (24) hours or no later than the next business day after the incident. The YAA must report damage to Cherokee County facilities or buildings to CRPA immediately. If damage is a result of the YAA's negligence or failure to comply with accepted operational or security measures, the YAA may be held responsible for reimbursing the County for all or part of the repair cost.

2. Safety and Loss Prevention

The YAA is responsible for operating programs in a safe environment. The YAA is required to inspect all fields, equipment and other facilities before each use to ensure safe conditions and proper maintenance. All sports equipment should meet national safety standards and regular inspections of the equipment condition should be performed. This includes equipment rented or loaned to participants by the YAA.

a. Field Conditions – All fields should be inspected before each use to insure a safe environment. CRPA reserves the right to close any facility for the safety of participants or conditions of the facility. If the YAA cancels games or practice due to inclement weather, it is their responsibility to leave CRPA a voice message or email at the time of cancellation. The YAA must immediately notify CRPA of any damages or hazardous conditions.
b. Weather Conditions – Refer to the Severe Weather Guidelines in the Appendix for safety procedures during lightning, thunderstorms, tornados, etc.
c. Adult Supervision – The YAA must have a sufficient number of adults present to supervise all scheduled activities from the time the youth arrive until every participant has left the area.
d. County Codes - Adherence to Cherokee County Codes shall be the responsibility of the YAA. All concession operations must be conducted in safe and clean manner and concession equipment regularly inspected and thoroughly cleaned.

3. Adherence to Park Rules & County Ordinances

The YAA must abide by current CRPA park rules and Cherokee County ordinances.

4. Emergency Service Procedure (Evening, Weekends and Holidays)

For emergencies involving Park facilities (e.g. water or flooding problems, loss of lights or electrical power, hazardous conditions, vandalism, storm drainage, etc.) please call:

- YAA President or Designee and
- CRPA On-Call Staff.

For issues involving Park facilities (e.g. park access, inability to open locked doors, gates locked, scheduling conflicts, etc.) please call:

- YAA President or Designee.

For all other emergencies involving injuries, loss of life, etc. please call:

- 911 and
- CRPA On-Call Staff.

5. Mandatory Child Abuse Reporting

In accordance with Georgia state law, volunteers in not-for-profit organizations providing recreational programs to children who have reasonable cause to believe that a child has been abused shall report that abuse to the proper authorities.

YAA's shall notify their volunteers of this requirement and should provide training for their volunteers on how to recognize and how to report child abuse. See the Georgia Department of Human Services for more information.

VII. Inclement Weather Conditions

1. Procedures for Closing Fields or Parks

In the event of inclement weather, it may be necessary to require a specific field or Park to be closed. The following is the process for field closures due to inclement weather or unsafe field conditions:

a. CRPA Weekday Business Hours: During normal weekday hours (Mon-Fri 7:30 AM - 3:00 PM), CRPA staff will monitor and determine the playing condition of all sports fields. If in the opinion of CRPA staff, field conditions are not suitable for play, the staff member will contact the appropriate YAA and close the fields. CRPA staff may monitor and determine the playing condition of any sports fields in non-business hours. If CRPA staff determines that the fields are not suitable for play at any time, the fields will be closed.
b. Non-CRPA Business Hours: (e.g. holidays, weekends and after 3:00 PM on weekdays): It is the responsibility of the YAA to inspect and determine if the fields are safe and playable. If the YAA determines that the fields are unsafe or unplayable, they are to call or email CRPA and leave a message that the fields are unsuitable for play. It is the responsibility of the YAA to inspect and re-open fields that were closed the previous day if it falls on a Non-Cherokee County business day. The inspection and re-opening of the field should occur the following morning by 9:00 AM.

   Notification should include the following:
   - Specific date,
   - Time,
   - Field(s) affected,
   - Reason for closure,
   - Person leaving message and
   - Phone number at which you can be reached the next business day.

These rules are designed to provide residents with safe playable surfaces. Failure to comply or abuse these procedures by the YAA may result in CRPA revoking the use of the Facility Use Permit.

2. Cherokee County BOE – Closures and Cancellations

When Cherokee County Board of Education Schools are closed due to weather conditions, then all youth activities are cancelled for that evening on CRPA facilities. Weekend activities will be decided on a case-by-case basis.

3. Severe Weather Guidelines

Refer to the Severe Weather Guidelines in the Appendix for safety procedures during severe weather watches and warnings, lightning, hot weather, cold weather and smog alerts.

VIII. Interpretation of Manual, Agreement and Permits

To the extent that provisions of this Manual conflict with, or contradict, provisions contained in related agreements and/or permit documents, the provision that requires the most stringent level of performance and/or that is deemed most favorable to the County in its sole discretion shall govern and control.

Youth Athletic Associations Policy and Procedures Manual

Appendix

STATE OF GEORGIA **RESOLUTION NO.: _____**
COUNTY OF CHEROKEE

A RESOLUTION BY
THE BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY, GEORGIA REGARDING
THE ATHLETIC FIELD USE POLICY OF CHEROKEE COUNTY

WHEREAS, Cherokee County owns and leases several parks throughout the county that include athletic fields,

WHEREAS, Cherokee County operates said parks through the Cherokee Recreation & Parks Agency,

AND WHEREAS, Cherokee County desires to allow for the orderly and efficient use of these fields by priority users while also allowing for the use of the fields by the general public when not reserved for scheduled activities,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County that Cherokee County hereby establishes the following policies and procedures to ensure the safe and efficient use and the equitable availability of the athletic fields owned and operated by the county.

Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by Cherokee County. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park.**

Cherokee County reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, the individual athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be closed by the Cherokee Recreation & Parks Agency due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. Cherokee County reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of Cherokee County residents.

Category 1 - Cherokee County

"Cherokee County" shall include all of the following: activities and programs of the Cherokee Recreation & Parks Agency and events sponsored, co-sponsored or partnered with Cherokee Recreation & Parks Agency.

Category 2 - Local Recreation Providers

A "Local Recreation Provider" is defined as a Cherokee County-based organization with a separate local Cherokee County governing board and by-laws registered as a non-profit corporation with the Georgia Secretary of State's Office organized for the primary purpose of providing and delivering recreational opportunities to the citizens of Cherokee County whether

or not a fee is charged. To qualify as non-profit, the organization must meet all criteria as identified by the Internal Revenue Service. Such groups include, but are not limited to; volunteer youth sports organizations, senior sports groups or the YMCA.

To qualify as a Local Recreation Provider, no less than eighty five percent (85%) of the participants MUST be residents of Cherokee County. Cherokee County staff may verify residency prior to the allocation of fields through rosters with participant names and addresses and/or individual participant utility bills/photo ID.

Category 3 – Local Civic, Faith Based and/or Educational Groups

"Local Civic, Faith Based and/or Educational Groups" shall include, but are not limited, to organizations as the Rotary Club, Lions Club, Cherokee County School District, private schools or home school groups located within Cherokee County boundaries.

Category 4 – Businesses, Other Contracted Organizations, Individuals or Groups

Any business, organization, club, individual or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment of the prescribed fee and the issuance of a Facility Use Permit provided by Cherokee County. The Facility Use Permit shall include ALL of the following:

- The name of the organization reserving the athletic field.
- The name, address and phone number of the individual making the application and contact person for the permit.
- The specific athletic field(s) being reserved.
- The date of issuance.
- The date, time and duration of the permit.
- The specific fee or fees charged and schedule of payment.
- All conditions assigned to the permit over and above the requirements of this Policy.
- The signature of the Cherokee County Recreation and Parks Director or his designee.
- A signature of the permit applicant agreeing that the conditions, restrictions and waivers have been met or will be met in connection with the event for which the permit has been issued.

In the event of a cancellation of an activity by the Recreation and Parks Director or his designee due to weather conditions which make the activity impossible, or due to any Act of God beyond the control of the applicant/permit holder, 1) a credit may be given to the applicant/permit holder; 2) a refund may be requested from the Recreation and Parks Director or his designee; or 3) the event may be rescheduled at the earliest available date with no additional fees incurred.

Section 4 - Sales on Park Property

Cherokee County reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of Cherokee County. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by Cherokee County. Food concessions must be approved by Cherokee County and follow all Cherokee County Codes and Ordinances.

Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the Cherokee Recreation & Parks Advisory Board, is attached hereto and incorporated herein as Exhibit "A". The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the Cherokee Recreation & Parks Advisory Board or the Board of Commissioners. Any such amended Schedule, when duly adopted by the Advisory Board or Board of Commissioners, shall be in full force and effect and shall be made available to the public at the office of the Director of the Cherokee Recreation and Parks Agency.

Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

Organizations and individuals are not permitted to sublease any portion of a Cherokee County park or athletic field without prior written consent from the Recreation and Parks Director or his designee.

In the event the organization is a youth athletic association, the association shall comply with the most current version of the Youth Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a Cherokee County program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all Cherokee County Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

SO RESOLVED by the Cherokee County Board of Commissioners this _____ day of _____, 2012:

_____
L.B. "Buzz" Ahrens, Chairman

_____
Harry Johnston, Post 1

_____
Jim Hubbard, Post 2

_____
Karen Bosch, Post 3

_____
Jason A. Nelms, Post 4

ATTEST:

_____
County Clerk

Exhibit A-Schedule of Fees and Charges for the Use of Athletic Fields

Adopted by the Cherokee County Recreation & Parks Advisory Board

User Group	Baseball / Softball Field	Multipurpose Field	In-Line Hockey Rink
Category 1 Cherokee County	No Cost	No Cost	No Cost
Category 2 Local Recreation Providers	$27 per Day Lights Included	$35 per Day Lights Included	$15 per Day Lights Included
Category 3 Civic, Faith Based, School Groups	$27 per Day Lights Included	$35 per Day Lights Included	$15 per Day Lights Included
Category 4 Businesses, Other Contracted Organizations, Individuals or Groups	$125 per Day $75 per ½ Day (≤ 4 hours) $20 per Hour (min. 2 hours) $10 per Hour for Lights	$175 per Day $100 per ½ Day (≤ 4 hours) $30 per Hour (min. 2 hours) $10 per Hour for Lights	$75 per Day $40 per ½ Day (≤ 4 hours) $12 per Hour (min. 2 hours) $10 per Hour for Lights

All field rentals are subject to:

(1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set-up painting/stripping it is an additional $125 per field.

(2) County Staff

Cherokee County reserves the right to assign and schedule county staff for any athletic field rentals that may require additional field maintenance, custodial services, and general maintenance. Examples include but are not limited to the rental of multiple fields, all-day or multi-day events. This is at the sole discretion of Cherokee County. When required, it will be at the cost of the group or individual renting the field(s). The cost will be $15 per hour per staff person (minimum 4 hours).

Cherokee County
Cherokee Recreation & Parks Agency
Facility Use Permit

Agreement between Cherokee County herein referred to as the County and _____ herein referred to as the YAA.

WHEREAS, the County has managerial and operational jurisdiction over county parks, properties and related facilities;

AND WHEREAS, the YAA administers, manages and oversees a recreational youth athletic program for boys and/or girls in Cherokee County;

THEREFORE, in consideration of acts and promises contained herein, the parties agree as follows.

A. Defined Terms

1. "The facility" shall mean the playing fields and immediate surrounding grounds described in Exhibit A.
2. "Term" shall begin upon the signing of this agreement and shall continue until _____.

B. Responsibilities of the YAA

1. The YAA will abide by the policies and procedures set forth in the Youth Athletic Association Policies and Procedures Manual which is incorporated into and made part of this agreement by reference.
2. The YAA will be responsible for any and all costs of its programs except as outlined in Section C.
3. The YAA will cause all revenue for registration, tournaments or use of the facility to be paid directly from the consumer to the YAA throughout the term of the Agreement.
4. The YAA will maintain a schedule of any and all activities that will occur at the facility and provide a copy to Cherokee County's representative for approval in accordance with the Youth Athletic Association Policies and Procedures Manual.
5. The YAA will provide a prototype of any and all advertising for or at the facility to Cherokee County's representative for approval prior to its disbursement.
6. The YAA must obtain a comprehensive general liability insurance coverage package for a minimum of One Million Dollars ($1,000,000) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. A copy of the current General Liability Certificate of Insurance must be provided to CRPA and must list Cherokee County, GA as an Additional Insured. The YAA will provide any and all necessary and/or voluntary insurance in addition to General Liability.
7. The YAA is responsible for collecting litter from the fields, dugouts, spectator areas, press boxes, restrooms and concession areas and placing it into trash receptacles at the end of each day's use.
8. The YAA will turn off all field lights at the conclusion of activities and ensure that lights are off on fields not in use.
9. The YAA must only serve Coca Cola products through concession operations in County facilities. All Coca Cola products must be ordered through CRPA. The YAA will contact CRPA to schedule repairs or maintenance to Coca Cola concession equipment. The YAA will be responsible for providing, operating and maintaining all other concession equipment necessary for operation.

10. The YAA is NOT permitted to charge admission fees or collect donations for admittance to the park during regular season practices and/or games. The YAA my charge admission for tournaments with prior written consent from Cherokee County.
11. The YAA will pay Cherokee County_____ for the use of the facility.

C. Responsibilities of Cherokee County

1. Cherokee County will regulate and administer any and all utilities at the facility.
2. Cherokee County will provide reasonable restroom facilities through the use of permanent restrooms or port-a-johns.
3. Cherokee County will provide reasonable sanitation services through the use of trash cans and/or dumpsters at the facility. This does not include disposal of any construction debris generated by the YAA.
4. Cherokee County will provide maintenance services at the facility. Maintenance services include grass cutting, trimming, other turf management related practices, litter control during regular business hours Monday through Friday, field grooming and preparation Monday through Friday according to the Youth Athletic Association Policies and Procedures Manual.
5. Cherokee County reserves the right to cancel any scheduled activity at the facility when it determines that such use could cause unsafe conditions for the YAA, participants, spectators, the general public and/or damage to the facility.

D. Indemnification

1. The YAA covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The YAA shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. The YAA shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortuous conduct arising out of the Work, performance of contracted services, or operations by the YAA, any subcontractor, anyone directly or indirectly employed by the YAA or subcontractor or anyone for whose acts the YAA or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee or agent of the YAA, any subcontractor, anyone directly or indirectly employed by the YAA or subcontractor or anyone for whose acts the YAA or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the YAA or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

E. Termination

1. The Agreement can be renewed by November 1 for the following calendar year with mutual written consent of both parties.

2. If the Agreement is not renewed, the YAA has the right to any items that the YAA wholly purchased with its funds and which are not permanently affixed to the facility.

F. Miscellaneous

1. This Agreement constitutes the entire understanding of the parties and no terms may be altered or waived except by mutual written consent of both parties. Further, the YAA may not assign this Agreement without Cherokee County's written consent.
2. Any item not specifically defined in this Agreement shall be negotiated independently of the Agreement and shall not impact the Agreement's validity or binding nature.

IN WITNESS WHEREOF, the parties have executed this document with the dates referred to herein.

_____

Cherokee County Representative Date

_____

Representative of the YAA Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20____

_____
NOTARY PUBLIC
My Commission Expires:
_____

Exhibit A

Assigned Fields, Dates and Times

Park	Field	Day of Week	Start Date	End Date	Start Time	End Time

Cherokee County Representative Date

Representative of the YAA Date

Exhibit B
SAVE Affidavit

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

_____
Signature of Applicant

_____
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20____

_____
NOTARY PUBLIC
My Commission Expires:
_____

Cherokee Recreation & Parks Agency
Youth Athletic Association Season Information

Please answer the following questions as completely as possible. Estimate information that may not be exact at this point. This information will be provided to the general public. This information is due to CRPA at the Individual YAA meeting held each year.

YAA Name: _____

Contact Person: _____

Address: _____

City / State / Zip: _____

Phone: _____

Email: _____

Website: _____

Sport: _____

Season / Year: _____

Start & End Dates: _____

Age Groups: _____

Cost: _____

Registration Info: _____

(dates, times, location) _____

_____

Additional Information: (attach additional sheets as necessary)

_____

_____

_____

_____

_____

_____

_____

_____

_____

Cherokee Recreation & Parks Agency
Criminal Background Check Requirements
for Youth Athletic Associations

Administrative Policy

1. In our continuing effort to insure that individuals working closely with children in our various youth sports leagues are of the highest moral character, Cherokee County requires all organizations administering youth sports programs who utilize Cherokee County facilities to conduct criminal background checks for all individuals who act in the following capacities:

    a. Team Managers/Head Coaches [1]
    b. Assistant Coaches [1]
    c. Board Members
    d. Commissioners / Assistant Commissioners
    e. Officials / Referees / Umpires[2]

    [1] A manager/ coach is any person designated by the league or association who will be alone with players, or responsible for a team or a portion of a team during a game or practice or have significant financial duties.

    [2] Any youth association utilizing Officials / Referees / Umpires that do not belong to an officiating association that conducts annual background checks must conduct their background checks through Cherokee County. The officials association must provide written verification stating background checks are conducted annually to the YAA and Cherokee County.

    Note: Individuals under seventeen (17) years of age shall be excluded from background checks.

2. Background check consent forms are due to Cherokee Recreation & Parks Agency a minimum of 1 week prior to the first scheduled practice.
3. Mandatory background checks will be conducted annually. After initial approval, all individuals participating in the capacities listed will undergo a criminal background check every twelve months.
4. The results of criminal background checks will be kept strictly confidential. CRPA will designate one individual within the organization authorized to review and have access to the reports.
5. CRPA shall notify the affected association that a disqualifying offense was reported on the criminal background check. CRPA will contact the applicant via certified mail and include a copy of the report. In the event the applicant feels a mistake has been reported in their criminal background check, it is the applicant's responsibility to contact the reporting agency and they will respond to your inquiry.
6. All information obtained in response to the criminal background check or disclosed in the review process shall be kept confidential and not disclosed or discussed outside of the review process. CRPA is not responsible for errors or omissions that may be reported on background checks.

Criteria for Exclusion

1. A person shall be disqualified and prohibited from serving in one of the above positions if the person has been found guilty of the following crimes:

Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt.

a. **Applicants will be disqualified with a lifetime ban from the above positions if they were guilty of the following:**
   i. A violent felony, or
   ii. All sexual offenses.

   Examples include but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated Burglary, etc.

b. **In addition, applicants shall be disqualified if they have been guilty of the following within the past ten (10) years:**
   i. All felonies other than violence or sexual offense,
   ii. More than one alcohol or drug related offense.

   Examples include but are not limited to: drug offenses, theft, embezzlement, fraud, child endangerment, driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.

c. **In addition, applicants shall be disqualified if they have been guilty of the following within past seven (7) years:**
   i. Any violent misdemeanor.

   Examples include but are not limited to: simple assault, battery, domestic violence, hit & run, etc.

d. **In addition, applicants shall be disqualified if they have been guilty of the following within past three (3) years:**
   i. Any alcohol or drug related misdemeanor.
   ii. Any other misdemeanor that is a potential danger to children or directly related to the functions of the volunteer.

   Examples include but are not limited to: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, contributing to the delinquency of a minor, providing alcohol to a minor, theft, etc.

2. **Pending Cases** In addition, anyone who has been charged for any of the disqualifying offenses or for cases pending in court will not be allowed to serve in one of the above positions until the official adjudication of the case.

Cherokee Recreation & Parks Agency
Athletic Field Maintenance Guidelines

The following field maintenance tasks are APPROVED by CRPA provided they are done in the prescribed manner with approved materials:

- Dragging & Lining a Baseball / Softball Diamond
- Removing Water from a Baseball / Softball Diamond
- Pitching Mound / Home Plate Area Maintenance
- Moving Bases, Pitching Rubbers and Portable Mounds
- Lining a Rectangular Athletic Field

All other field maintenance tasks **MUST** receive written approval by CRPA at least two (2) weeks prior to the start of the work.

Dragging & Lining a Baseball / Softball Diamond

1. Infields may be hand raked or hand drug with a mat drag, or by pulling a mat drag behind a piece of equipment.
2. The only type of equipment that may be used to pull a drag is:
    a. An Infield Groomer or Bunker Rake. (CRPA can provide proper instruction in the use of a field rake.)
3. The following types of equipment are **STRICTLY PROHIBITED** on fields:
    a. All Terrain Vehicles (i.e. 4-wheelers),
    b. Small Trucks,
    c. Or any Vehicle with knobby or all-terrain tires.
4. Remove the bases and plug the base anchors before dragging. **NEVER** drag over home plate or pitching rubbers.
5. **NEVER** drag faster than you can walk.
6. Always stay at least one (1) foot away from the edge of the grass. Hand rake parallel to grass edges to avoid building up "lips".
7. Vary the drag pattern to maintain a level playing field. See the attached recommended patterns.
8. On grass infields hand rake base lines, the home plate area, on-deck circles, and coaches' boxes.
9. When lining a field, run a string from the rear point of home plate to the foul territory side of the foul poles. Apply marking paint or chalk to the field side of the string.
10. The following marking products are APPROVED for use on baseball / softball diamonds:
    a. Plus 5 Line Marking Chalk,
    b. Diamond Pro Athletic Field Marking Dust,
    c. Or latex field marking paint.
11. The following marking products are **STRICTLY PROHIBITED** on all athletic fields:
    a. Lime or other caustic materials,
    b. And traffic paint.

Removing Water from a Baseball / Softball Diamond

It is important to note that water removal should only be undertaken to *accelerate* the drying of fields. Water removal should **NOT** be undertaken with the expectation that fields will be immediately available for play. While fields remain muddy or wet, they should be closed to play.

1. Use a broom or water roller to disperse water. When dispersing water, always try to pull the water. You are less likely to remove any infield mix from the area.
2. When removing water from puddles, do **NOT** remove the mix along with it. Once the water is dispersed, use a rake to loosen the wet areas to accelerate drying.
3. **NEVER** sweep or push water into the grass.
4. Do **NOT** move muddy material from one portion of the field to another.
5. Do **NOT** remove muddy material from the field.
6. A hand pump and bucket or puddle pillow can also be used to remove water from the field. Dispose of the water outside the field of play.
7. The use of drying agents is **NOT** encouraged. A MAXIMUM of 2 bags of infield conditioner per field should be used to accelerate drying. If the field is still muddy or wet, it should be closed to play.
8. If used, the following infield conditioners are APPROVED for use:
    a. Turface MVP
    b. Turface Pro League
    c. Diamond Pro Calcined Clay Pro
    d. Pro's Choice Infield Conditioner
9. The following products are **STRICTLY PROHIBITED** on baseball / softball diamonds:
    a. Brick dust,
    b. Crushed aggregates,
    c. Cat litter,
    d. Sand,
    e. And other quick dry products with very fine particles.

Pitching Mound / Home Plate Area Maintenance

From time to time, it is necessary to maintain the pitching mound and home plate areas. The following mound / home plate clay products are APPROVED for use in maintaining these areas. Always follow the manufacturer's recommendations when installing these products.

- Turface Professional Mound Clay (Red)
- Turface Moundmaster Blocks
- Diamond Pro Mound / Home Plate Clay (Red)
- Diamond Pro Clay Bricks

Moving Bases, Pitching Rubbers and Portable Mounds

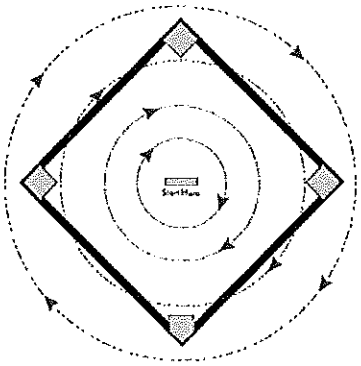
1. When changing bases or pitching rubbers, always plug the unused anchor so it can be easily found the next time.
2. **NEVER** remove a base or pitching rubber anchor.
3. The distance for the pitching rubber is measured from the back point of home plate to the front of the pitching rubber.
4. The distance to first and third bases is measured from the back point of home plate to the back corner of the base.

5. The distance from home plate to second base is measured to the middle of second base. Below are the distances from home plate to second base for some common base distances.
    a. 50 ft. – 70 ft. 8 inches
    b. 55 ft. – 77 ft. 9 inches
    c. 60 ft. – 84 ft. 10 inches
    d. 65 ft. – 91 ft. 10 inches
    e. 70 ft. – 99 ft.
    f. 80 ft. – 113 ft. 1 inch
    g. 90 ft. – 127 ft. 4 inches
6. Portable mounds may be used. CRPA will not move portable mounds for dragging. The YAA must remove portable mounds from the field after the game when fields are shared by more than one YAA.

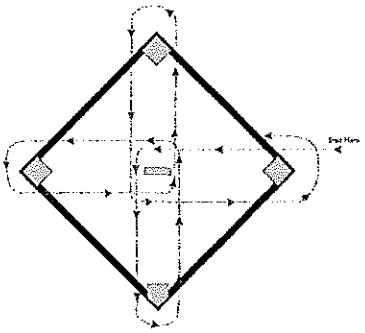
Lining a Rectangular Athletic Field

1. When laying out a field, always allow for safety zones outside the field of play. These areas should be free from obstacles such as player benches, fences, bleachers, light poles, scoreboards, etc.
2. Use a measuring tape to properly lay out the field. Square the corners of the field using the 3-4-5 method or a speed square to establish a right triangle.
3. Always use a string as a guide when lining a field for the first time or when the original line can no longer be followed.
4. Only use marking paint that is specifically manufactured for use on athletic fields.
5. The following marking products are **STRICTLY PROHIBITED** on all athletic fields:
    a. Lime or other caustic materials,
    b. And traffic paint.
6. Do not put down too much field marking paint in one application as this will severely damage the turf. A thin layer of paint is all that is required.

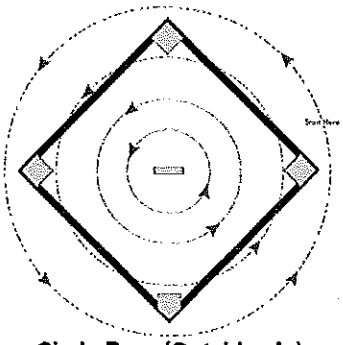
Skinned Infield Drag Patterns



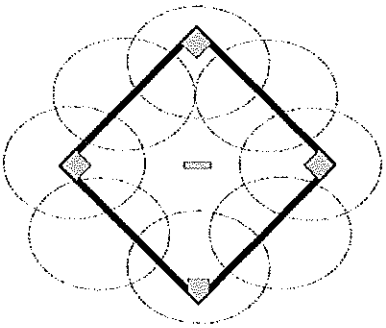
Circle Drag (Inside-out)



Clover Leaf

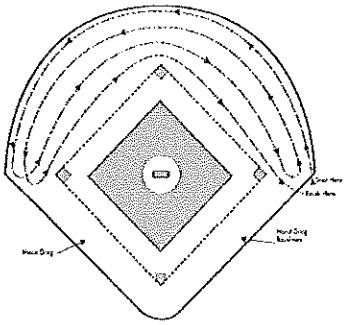


Circle Drag (Outside - In)

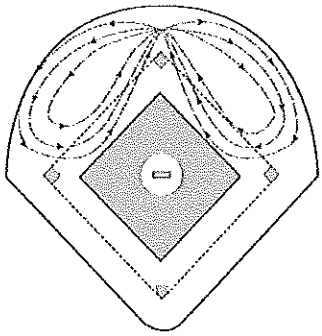


Overlapping Circles

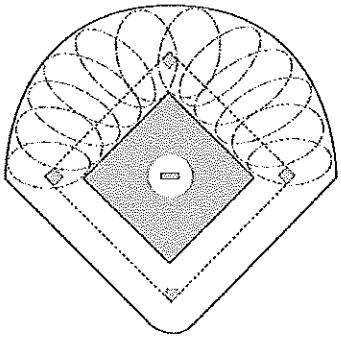
Grass Infield Drag Patterns



Finishing



Elliptical



Overlapping Circles

Cherokee Recreation & Parks Agency
Work Order Request Form

Park: _____

Specific Location: _____

Date / Time: _____

Description of Work: _____

_____

_____

_____

Date needed: _____

Work requested by: _____

Phone: _____

Email: _____

Office Use Only

Received by: _____

Time / Date: _____

Park Division Notes: _____

_____

_____

_____

_____

Completed by: _____ Tie /Date: _____

Purchase Order #: _____ Cost: _____

Cherokee Recreation & Parks Agency
General Loss & Liability Report
For injury or property damage suffered by a member of the public

Claimant's Information:

Claimant's Full Name: _____

Address: _____

Phone: _____

Email: _____

Description:

Park / Location: _____

Date: _____

Time: _____

Description: _____

_____

_____

_____

List any action taken: _____

_____

_____

_____

Nature / Type of Loss:

_____ Property Damage _____ Bodily Injury _____ Other _____

Witnesses:

Name	Address	Phone

Name of Person Submitting Report: _____

Date: _____

Signature: _____

Phone: _____

Email: _____

Fax to CRPA at 770-924-7890 within 24 hours.

Cherokee Recreation & Parks Agency
Severe Weather Guidelines for Youth Athletics

The following guidelines for heat related illness, extreme cold temperatures, and lightning safety are suggested, though each participant and situation is unique, and may not require every step listed or may call for different or additional measures.

Warning Sirens

When the emergency warning siren sounds the YAA should take immediate action. Each YAA shall identify a safe area for their particular sport complex and notify coaches or managers of these areas at the coaches/managers meetings. The Cherokee County Office of Homeland Security – Emergency Management will sound these sirens when:

- The National Weather Service issues a significant weather alert. There is no tone with this alert. It is voice activation only.
- The National Weather Service issues a severe thunderstorm warning with damaging winds.
- The National Weather Service issues a tornado warning.
- A funnel cloud has been spotted by public safety officials or reported by the public or if the local weather channels indicate presence of a funnel cloud.
- Additional weather warnings are issued.

Immediate Actions should include:

- When siren sounds immediately leave the playing field and seek shelter.
- If during a storm and you are outside in open areas away from a shelter or shelters are not available lie flat on the ground away from trees until the storm passes.
- Tune to local radio station for weather updates. Each YAA should monitor a weather radio which should be located in each concession stand.
- Do not call 911 to ask why the sirens are sounding as this can overload the 911 emergency response system. Only call 911 in an emergency.

Due to an alarming rise in weather related casualties in recreation sport settings in recent decades, the National Athletic Trainers' Association has released the following guidelines to follow when participating in outside athletic or recreation activities.

- Establish a chain of command that identifies who is to make the call to remove individuals from the field.
- Name a designated weather watcher. (A person who actively looks for the signs of threatening weather and notifies the chain of command if severe weather becomes dangerous.)
- Have a means of monitoring local weather forecasts. Know weather definitions:
    - Watch indicates conditions are favorable for severe weather.
    - Warning means severe weather has been detected in the area and all persons should take the necessary precautions.
- The official sound to warn officials, league directors, coaches, managers, players and spectators of the need to clear the fields in a timely manner will be three consecutive five (5) second blasts from the hand held distress device. Coaches and managers should be informed what the official warning sound will be at the coaches / managers meetings.

- If the press box is occupied, an announcement will be made that acknowledges the need to clear the fields and that all play is suspended. No one will be allowed to resume play or be allowed on the fields until the officials or league director makes the determination that it is safe for play to resume.
- Designate a safe shelter for each venue and notify coaches/managers of these areas at the coaches/managers meetings. Unsafe places are near metal or aluminum, under trees, on hills and near electrical/electronic equipment.
- **Severe Weather Watch:** Once a severe weather watch is announced, the YAA will prepare to stop play and secure the facilities. The YAA will monitor the weather conditions to determine playability and safety of the facilities and its users.
- **Severe Weather Warning:** ALL PLAY WILL STOP! All players, spectators, coaches and league officials must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe use.
- **Lightning Recommendations:** Use the Flash-to-Bang (lightning to thunder) count to determine when to go to safety. By the time the flash-to-bang count approaches thirty seconds all individuals should be inside a safe structure.
- Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- Avoid being on the highest point in an open field, in contact with or proximity to the highest point, as well as being on open water. Do not take shelter under or near trees, flagpoles, or light poles.
- Assume the lightning safe position (i.e. crouched on the ground, weight on the balls of the feet, feet together, head lowered, and ears covered) for individuals who feel their hair stand on end, skin tingle, or hear "crackling" noises. Do not lie flat on the ground.
- Observe the following basic first aid procedures in managing victims of a lightning strike:
    - Survey the scene for safety.
    - Activate local EMS by calling 911.
    - Lightning victims do not 'carry a charge' and are safe to touch.
    - If necessary, move the victim with care to a safer location.
    - Evaluate airway, breathing, and circulation, and begin CPR if necessary.
    - Evaluate and treat for hypothermia, shock, fractures, and/or burns.
- All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity without fear of repercussions or penalty from anyone.

Hot Weather Recommendations

The Heat Index (HI) is the temperature the body feels when heat and humidity are combined. The heat index provides general guidelines for assessing the potential severity of heat stress. Individual reactions to heat will vary. It should be remembered that heat illness can occur at lower temperatures. Studies indicate that susceptibility to heat illness tends to increase with age. The following are recommended guidelines for coaches and board members to follow. In responding to each situation that arises, coaches and board members should use their best judgment.

Heat Index Matrix

Heat Index	Effects On Body	Practice Hours	Breaks	Fluids
Caution 80 – 89 F	Some dehydration may occur.	Use Caution. Monitor athletes carefully for necessary action.	Remove Helmets. 5 minute breaks every 20 minutes. Ice down towels for cooling.	Cold Water
Extreme Caution 90 – 104 F	Cramps or heat exhaustion possible.	Use Extreme Caution. Helmets and other possible equipment removed if not involved in contact or necessary for safety. Monitor athletes carefully for necessary action.	Remove Helmets. 5 minute breaks every 15 minutes. Ice down towels for cooling.	Cold Water
Danger 105 – 129 F	Cramps or heat exhaustion likely, heat stroke possible.	Helmets, t- shirts and shorts. No shoulder pads. Alter uniforms by removing items where feasible. Practice time should be shortened with low intensity and limited conditioning. Monitor athletes carefully for necessary action.	Remove Helmets. 5 minute breaks every 10 minutes. Ice down towels for cooling.	Cold Water
Extreme Danger 130 F and Above	Heat stroke highly likely.	**NO PRACTICE**	**NO PRACTICE**	Cold Water

1. Approximately thirty (30) minutes prior to the start of activity, temperature and heat index reading should be taken at the practice or competition website from www.weather.com or a comparable source.
2. These guidelines are to be applied to all practices that take place on or off park property.
3. Practices and games should be held early in the morning and/or later in the evening to avoid times when conditions are generally more severe.
4. An unlimited supply of water shall be available to participants during practices.
    a. Coaches should be made aware of the water source location at each YAA sport facility prior to practices or games.
    b. Coaches/Board Members shall inform all participants that water is always available or accessible and they will be given permission anytime he/she asks for water.
    c. Hydration and fluid replacement is a daily process. Participants and parents should be informed to hydrate themselves before, during and after practice. Participants and parents should also be informed that meals should include an appropriate amount of fluid intake in addition to a healthy diet. Teach participants about the dangerous heat illness signs and symptoms and how to monitor each.
5. Give adequate rest periods. Remove appropriate equipment or clothing when possible. Exposed skin cools more efficiently. Remind participants to wear clothes that are light in weight and color.
6. Gradually acclimatize participants to the heat.
    a. Research indicates 80% acclimatization may be achieved in seven to ten (7-10) days, but could take up to fourteen (14) days. In some cases, it may take several weeks to become fully acclimated.
    b. The length and intensity of practice should be adjusted according to the Heat Index until acclimatization occurs.
7. Participants that coaches need to carefully monitor include:
    a. Participants who have recently had a flu illness (e.g. intestinal viruses).

b. Participants who are overweight or have weight control problems.
c. Participants whose parents have informed coaches that they are taking over-the-counter and prescription medication/supplements.
d. Participants who have done absolutely no exercise at all or participants who you know little about.

Cold Weather Recommendations

- The wind chill factor should be used to determine the severity of the cold temperatures, NOT just the temperature alone.
- Do not start an activity in an extremely wet and cold environment.
- Warm-up and properly stretch participants until immediately before the activity.
- Participants and parents should be informed:
  - Clothing should be selected for comfort.
  - Do not overdress.
  - Multiple layers provide good insulation.
- Properly cover the head, neck, legs and hands. Extreme cold blocks some sensations of pain. Thus, frostbite can easily affect the fingers, toes, ears, and facial areas.
- Drink plenty of water or warm fluids if possible. Avoid caffeine and alcohol.
- Stay active to maintain body heat.
- Have high-energy foods available, such as a chocolate bar. Sugar stimulates shivering which is the body's mechanism for re-warming itself.

Smog Alert Recommendations

Air Quality Index during the Smog Season, which is currently identified as May 1 through September 30, should be used for assessing the potential severity of the smog. This information is available at the State of Georgia Agency of Natural Resources - Air Pollution Control website www.air.dnr.state.ga.us. Check for "Smog Alert Days" prior to every practice and game. On "Smog Alert Days", plan limited outdoor practice and games during the hours of 2:00 p.m. and 7:00 p.m. when smog levels tend to be the highest.

On Code Orange days: For the elementary and middle school age participants limit outdoor activities by holding activities in the morning, reducing the normal length of the activity and/or doing activities which require moderate to low levels of exertion. For high school age participants, coaches should inform parents and participants of the potential health risk related to outside activities during the alert days. The participant/parent shall be responsible for the participation limitation of outside activities without fear of repercussions or penalty from anyone.

On Code Red days: For elementary and middle school age participation, NO OUTDOOR ACTIVITIES. For high school age participants coaches should inform parents and participants the potential health risk related to outside activities during the alert days. The participant/parent shall be responsible for the participation limitation of outside activities without fear of repercussions or penalty from anyone. Limit planned outdoor activities and those which are planned should be moderate to low exertion levels. Practices and games should be held early in the morning and/or later in the evening to avoid times when conditions are generally more severe.

On Code Purple and Code Black days: NO OUTDOOR ACTIVITIES FOR ALL AGE GROUPS.

Cherokee County, Georgia
Agenda Request

2.7

SUBJECT: Veterans Administration Lease MEETING DATE: June 19, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider facilities lease renewal between Cherokee County and the Georgia Department of Veterans Service for approximately 1,500 square feet of office space located in the Historic Courthouse.

FACTS AND ISSUES:

In 1991, the Department of Veterans Service was provided 264 square feet of office space located at 150 North Church Street and has maintained an office in the old administration building and until recently was located in the Stone Voters Registration Building. The Voters Registration Office was in need of additional space and Veterans Service was relocated to the Historic Courthouse.

The current lease commenced originally on July 1, 2008 with automatic renew for additional one-year terms at the rate of $1 annually. The new lease commences on July 1, 2012 and ends on June 30, 2013 with two (2) additional one-year terms. The Veterans Service has agreed to assist the county off-set the costs incurred to cover utilities and maintenance. Year 1 rental payment totals $1,500 annually; Year 2 rental payment totals $3,000; and, Year 3 rental payment totals $4,500.

BUDGET:

Budgeted Amount: Account Name:
Amount Encumbered: Account #:
Amount Spent to Date:
Amount Requested:
Remaining Budget

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Approve Lease.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

RECEIVED
JUN 07 2012

STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

Chairman
Nathan Deal
Governor

Executive Director
Steven L. Stancil

May 30, 2012

Mr. Jerry Cooper
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

Dear Mr. Cooper:

Enclosed are five (5) copies of a Rental Agreement #7626 for space occupied by the Department of Veterans Services located at 100 North Street, Historic Courthouse, in Canton, Georgia 30114.

Please have all copies of this agreement **signed, notarized and returned** to our office for final execution. Upon final execution by the State, copies of this Agreement will be forwarded to your office.

Should you require additional information or have any questions, please contact me at 404-656-2361.

Sincerely,

Scott H. Jennings
Leasing Manager

SHJ:ks

Enclosures

Christy - Following BOC approval, please obtain Chairman's signature - needs Angie's signature, too. Thanks, JC

BOARD OF COMMISSIONERS
CHEROKEE COUNTY, GEORGIA
STANDARD LEASE FORM

LEASE COVERING FACILITY LOCATED AT

Historic Courthouse
100 North Street
Canton, Georgia 30114

TENANT AGENCY

Georgia Department of Veterans Service
205 Jessie Hill Jr. Drive, S.E.
East Tower, Suite 970
Atlanta, Georgia 30334-4800

Preamble

THIS LEASE (the "Lease"), made and entered into this 1st day of January, 2012 by and between the Georgia Department of Veteran Services, hereinafter called the LESSEE, and the Board of Commissioners of Cherokee County, Georgia , hereinafter called LESSOR.

WHEREAS, LESSOR owns and has built out the premises described herein for the purpose of establishing a public services facility (the "Facility," as more particularly described herein) in Cherokee County, Georgia;

WHEREAS, LESSOR and the LESSEE have agreed to enter into a Lease for LESSEE's use of the Facility, as more particularly described in Exhibit A, so that LESSEE can perform the Services;

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state departments may contract with counties "for services, for the provision of services, or for the joint use or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the parties are authorized by law to undertake or provide." Ga. Const. Art. IX, §III, ¶ I (a); and

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the receipt of which is hereby acknowledged, LESSOR and LESSEE do hereby agree as follows:

WITNESSETH

Description

1. The LESSOR hereby leases unto the LESSEE and the LESSEE hereby leases from the LESSOR the Facility, situated in the City of Canton, County of Cherokee, State of Georgia, and more particularly described as follows:

Approximately 1,500 usable square feet of office space located at 100 North Street, Historic Courthouse, Canton, Georgia 30114 as outlined on the attached Exhibit "A" being incorporated by reference into this Lease, including unlimited reasonable use of the building's common facilities, and paved parking area. LESSEE'S right to use the Facility shall be limited to activities related to the provision of Services to the citizens of Cherokee County.

Term

2. The term of this Lease shall commence on July 1, 2012 and shall end on June 30, 2013 with such rights of termination as may be hereinafter expressly set forth. This Lease, upon the expiration of the initial term, shall automatically renew at the end of the initial term and any additional term for a maximum of two (2) additional one (1) year term unless either party provides a written notice of termination to the other at least one-hundred twenty (120) days prior to the expiration date of the term then in effect.

Early Termination

3. The LESSEE may terminate this Lease at any time by giving written notice to the LESSOR at least one-hundred twenty (120) days prior to the date when such termination shall become effective. The LESSOR may terminate this Lease at any time effective on or after June 30, 2013 by giving written notice to the LESSEE at least one-hundred twenty (120) days prior to the date when such termination shall become effective.

Rent

4. For use and rent of the Facility described herein, the LESSEE shall pay to LESSOR, the total fixed yearly rental of $1,500 for period July 1, 2012 through June 30, 2013; $3,000 per year beginning July 1, 2013 through June 30, 2014; and, $4,500 per year beginning July 1, 2014 through June 30, 2015, due on the first day the LESSEE occupies the Facility and payable thereafter within five (5) business days of each anniversary of such date of occupancy.

Rental shall be paid to LESSOR at the address specified in Paragraph 5 or to such other address as the LESSOR may designate by a notice in writing pursuant to Paragraph 5.

Notices

5. Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier delivery, addressed as follows:

To the LESSOR:	1130 Bluffs Parkway Canton, Georgia 30114 Attention: County Manager
and to the LESSEE:	Georgia Department of Veterans Service 205 Jessie Hill Jr. Drive, S.E. East Tower, Suite 970 Atlanta, Georgia 30334-4800
Add Copy to:	State Properties Commission Leasing Division 47 Trinity Avenue, S.W. Suite G02 Atlanta, Georgia 30334-9006

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE TENANT AGENCY AND FACILITY ADDRESS

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice, in accordance with this Paragraph, to the other party of such new address.

Services, Utilities and Supplies

6. LESSOR, at LESSOR's sole cost and expense, shall pay for all utilities including sewer, water, gas, electric, and pest control for insects, which shall exclude termites. LESSOR shall also be responsible for preventative maintenance services for heating, air conditioning and ventilation equipment and fixtures. LESSEE shall be responsible for custodial/janitorial services sufficient to maintain the interior in a clean well-maintained condition, that is, to eliminate all

Destruction

14. If the Facility is totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the Facility unusable for the purpose intended, LESSOR may effect restoration of the Facility as quickly as is reasonably possible, but in any event within ninety (90) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same.

Holding Over

15. In the event the LESSEE remains in possession of the Facility after the expiration of the Lease term, or any extension thereof, and absent a written demand for possession by LESSOR to LESSEE, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days written notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Surrender of Possession

16. Upon termination or expiration of this Lease, the LESSEE will peacefully surrender to the LESSOR the Facility in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which LESSEE has no control or for which LESSOR is responsible pursuant to this Lease. All improvements, erections, additions and alterations installed or placed on the Facility by the LESSEE, whether permanently affixed thereto or otherwise, shall continue and remain the property of the LESSEE and may be removed by the LESSEE, in whole or in part, at any time before the expiration or termination of this Lease. If the LESSEE removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Facility, the LESSEE agrees to repair any specific damage resulting to the Facility from such removal.

At any time before the expiration or termination of this Lease, the LESSEE shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Facility, provided that LESSEE must repair any specific damage resulting to the Facility from such removal.

Time of Essence, No Oral Agreements

17. This Lease sets forth all provisions and understandings between the parties relative to the Facility. There are no provisions, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. The parties agree that all time is of the essence in this Lease.

Legislative Modification

18. Notwithstanding any other provision of this Lease to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof, restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment under this Lease any time during the term of this Lease, then this Lease shall, to the extent permitted by the laws of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

Agency

19. Neither party becomes the agent of the other under this Lease, and each will continue to perform its statutory functions and the functions transferred or retained under this Lease, at its own, sole cost and responsibility, independently of the other. Neither party will be responsible for the contracts, nor other obligations of the other except as specifically stated and transferred hereinabove.

Waiver

20. The waiver by either party of any breach of any provision contained in this Lease shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Lease.

Required Clauses

21. During the performance of this Lease, the parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, or national origin.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Lease or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

The parties agree that in any contracts to be developed and awarded pursuant to this Lease all work and procedures related to said contract, shall, at all times, conform to the applicable Federal and State laws, rules, and regulations, orders and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with the American with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

GEORGIA DEPARTMENT OF VETERAN SERVICES

Pete Wheeler

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr Services Chairman,
Board of Commissioners

NOTARY

MY COMMISSION EXPIRES NOV. 4, 2012

Mary Ackerman

ATTEST

~~Sheila Corbin~~, County Clerk
Christy Black

STATE PROPERTIES COMMISSION
LEASING DIVISION

By: _____

Date: _____

APPROVED AS TO FORM

Angela Davis, County Attorney
JARRARD & DAVIS, LLC

Cherokee County, Georgia
Agenda Request

Agenda No.
2.8

SUBJECT: Employee Substance Screening and Testing Services MEETING DATE: 6/19/12

SUBMITTED BY: Steven McClure, Director of Human Resources

COMMISSION ACTION REQUESTED:
Consider and approve the attached recommendation to award RFP to DSI Medical Services, Inc. as the County's TPA for substance screening services.

FACTS AND ISSUES: In July and August of 2011, the County was notified by our former TPA, Qualisys Employment Services, that they were discontinuing operations. As a result, the County issued RFP#2011-27 to attract potential TPAs. Two TPAs responded, DSI Medical and Artimes. Additionally, the Human Resources department investigated the possibility of administering the program directly with the testing laboratory, without a TPA. Based on the responses to the RFP, technical requirements of Federal substance screening, and costs, we are recommending DSI Medical Services as the TPA.

The estimated costs per RFP were calculated as: DSI Medical ($7,315.00), Artimes ($7,697.00). The estimated cost without a TPA is $5,517.00. These estimates are based on 65 Random, 50 Pre-employment, 10 (Non-DOT) and 6 (DOT) Post-Accident drug collections, 75 Non-DOT and 3 DOT alcohol collections.

BUDGET:

Budgeted Amount:	$7,315.00	Account Name: Professional Services
Amount Encumbered:	$	Account #: varies by department
Amount Spent to Date:	$	
Amount Requested:	$	
Remaining Budget	$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Request approval to award services to DSI Medical, Inc.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

REQUEST FOR PROPOSALS
EMPLOYEE SUBSTANCE SCREENING AND TESTING SERVICES

RFP # 2011-27

CHEROKEE COUNTY, GEORGIA
Office of the Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

PROPOSALS DUE 3:00 P.M. NOVEMBER 21, 2011

The successful vendor must meet the following minimum qualifications:

1. Certification by the U.S. Department of Health and Human Services (HHS) under the National Laboratory Certification Program. Provide copies of certification documents with your proposal.
2. DOT approved HHS laboratory certification standards for all testing required by 49CFR Part 40. Provide documentation with your proposal.
3. The vendor shall be able to provide results under normal circumstances within three (3) calendar days (72 hours) via secured fax, web portal or telephone calling.
4. Ability to provide priority service to any employee brought in for reasonable suspicion testing. Describe process.
5. The collection site (s) shall be local and convenient to most facilities, employees and local applicants. Site (s) shall be clean and orderly in appearance. Identify and describe site (s).
6. Ability to provide substance abuse training for supervisors and employees in safety sensitive positions. The vendor is to outline how this requirement will be accomplished and be prepared, if requested, to give a demonstration.
7. Electronic data transmission capability is essential. Describe your current capabilities.

Section 1 – Company Qualifications and Experience

1. A brief history of the company including the number of years in business providing the services specified in this solicitation.
2. Provide resumes which include qualifications, certifications, education and responsibilities of key staff expected to be assigned to this project.
3. Indicate the names and addresses and degree of utilization of any and all subcontractors, which would be used in the performance of this contract.
4. Provide copies of any company certifications or licenses relevant to this project.
5. Provide five (5) references from organizations for which your company is currently providing services similar to the specifications of this solicitation. Provide the following information for each reference:
    a. Name and address of organization
    b. Name and title of primary contact with telephone number, fax number and e-mail address.
    c. Description of the services provided including dates.
6. Provide proof of professional liability insurance carried by program administrator.
7. Provide proof of professional liability and medical malpractice carried by MRO.

Section 2 – Methodology / Operations

1. Please provide your procedures when performing the following task:
    a. Computerized random selection process
    b. Mobile drug specimen collection and analysis
    c. Drug specimen collection
2. Please describe the firm's record management process.
3. Please describe the firm's annual DOT reporting process.
4. Provide credentials that show that the Laboratory is Health and Human Services certified to screen drug tests.
5. Please provide information regarding your training program for supervisors and employees.

Review Criteria Weighting

The County will review qualified proposals based upon the criteria set forth in this document, weighted as follows:

25 points:	Qualifications of Vendor
20 points:	Methodology of Vendor
25 points:	Cost to the County/Taxpayer
15 points:	Responsiveness to Responsibility Criteria in RFP
15 points:	Signature upon Professional Services Agreement

100 Total Points Possible

Instructions for Submission of Proposals

Respondents may use their own form to propose to the County, provided that all information requested and all questions asked in this RFP are answered on such form.

Submit one (1) original and 3 copies, along with one (1) set of your proposals on CD-Rom, in one box or envelope clearly marked with this project's RFP number, no later than 3PM local time, Tuesday, November 21, 2011 to:

Cherokee County Board of Commissioners
Attention: Procurement and Risk Management Department
1130 Bluffs Parkway
Canton, Georgia 30114

A copy of the County's Procurement Ordinance is provided as part of this RFP package. This ordinance governs both the County's actions and those of potential respondents with respect to conduct and communication for this project.

A copy of the County's standard Professional Services Agreement is provided as part of this RFP package. The County requires that potential respondents sign the agreement as part of a fully responsive proposal, to include, but not limited to, full provision of insurance requirements as set forth in the Professional Services Agreement and signed and notarized affidavits of the Vendor's (contractor's) and any subcontractor's usage of E-Verify, which is required by Georgia Law for the provision of services to the County.

Appendix B

Cherokee County Board of Commissioners
Professional Services Agreement

RFP #2011-27: EMPLOYEE SUBSTANCE SCREENING AND TESTING SERVICES

NOVEMBER 18, 2011

ADDENDUM ONE

- Clarifications and answers to questions are provided below for this RFP.

Q1: **What vendor currently provides these services?**

A1: The County had an ongoing contract with Qualisys Employment Services, Inc. The company has ceased operations and no longer provides this service.

Q2: **What are the prices currently contracted for these services?**

A2: Vendors are expected to bid on the contract using their lowest price point. The county reserves the right to eliminate vendors from consideration based on price.

Q3: **Are there any outstanding issues, deficiencies or concerns with the current vendor/contract?**

A3: No outstanding issues.

Q4: **What was the volume of tests conducted last year, if possible broken down by test type – e.g. pre-employment drug screens, random drug screens, etc.?**

A4: There were 24 pre-employment, 71 random, 0 reasonable suspicion, and 21 post-accident tests conducted in 2010.

Q5: **Are there any specific collection site requirements – e.g. is random testing required to be conducted onsite and/or can it be conducted at a collection site?**

A5: Onsite collections are preferred, but not required. Location must be within a reasonable distance to the County.

Q6: **What are the current collection site locations?**

A6: Onsite, local hospital, and other sites.

Q7: **Are random drug screens accomplished quarterly or monthly?**

A7: Random tests are done on a minimum of 10% of the workforce, annually. These tests are spread throughout the year at various times to ensure complete randomness. The Human Resources Department will coordinate with the vendor to ensure appropriate time and resources are available to comply with the program.

Unless specifically and expressly revised in this Addendum One, all other specifications and requirements for this RFP remain the same.

Thank you,

Greg Dodgen

Director, Procurement and Risk Management

Cherokee County Board of Commissioners

RFP - 2011 - 27 - Drug and Alcohol Testing Services
Cherokee County Government - Human Resources Department

Evaluation Sheet

Category	DSI Medical Services		The Artimes Group		If Directly with Quest Diagnostics		
	On-site	**Off-site***	On-site	**Off-site**	On-Site	Quest Site	**Preferred Site**
Initial Setup Charge	$ -	$ -	$ 250.00	$ 250.00	$ 75.00	$ 75.00	$ 75.00
DOT Collections - Drug Initial Test[1]	$ 93.00	$ 35.00	$ 47.50	$ 47.50	$ 45.00	$ 33.00	$ 37.00
DOT Collections - Drug Subsequent Tests	$ 53.00	$ 35.00	$ 47.50	$ 47.50	$ 45.00	$ 33.00	$ 37.00
DOT Collections - Alcohol	$ 40.00	$ 35.00	$ 25.00	$ 25.00	N/A	N/A	N/A
Lab/MRO per Specimen[2]	Included ($18)	Included ($18)	Included($12.5)	Included($12.5)	Included($4)	Included($4)	Included($4)
Non-DOT Initial Collection - Drug	$ 93.00	$ 35.00			$ 39.00	$ 29.00	$ 33.00
Non-DOT Collections - Drug	$ 53.00	$ 35.00	$ 44.50	$ 44.50	$ 39.00	$ 29.00	$ 33.00
Non-DOT Collections - Alcohol	$ 40.00	$ 35.00		$ 35.00	N/A	N/A	N/A
Lab/MRO per Specimen[2]	Included ($18)	Included ($18)		$ 12.50	N/A*	N/A*	N/A*
Random Drawing / Annual Fee		$ -		$ 200.00			$ -
Post-Accident -Drug Initial Collection	$ 93.00	$ 35.00			$ 39.00	$ 29.00	$ 33.00
Post-Accident- Drug Collection	$ 53.00	$ 35.00	$ 112.50	$ 112.50	$ 39.00	$ 29.00	$ 33.00
Post-Accident- Alcohol Collection	$ 40.00	$ 35.00	$ 50.00	$ 50.00	N/A	N/A	N/A
Pre-Employment - Drug Initial Collection	$ 93.00	$ 35.00			$ -	$ -	$ 33.00
Pre-Employment Drug - DOT	$ 53.00	$ 35.00		$ 47.50	$ 45.00	35	$ 37.00
Pre-Employment Drug - Non-DOT	$ 53.00	$ 35.00		$ 44.50	$ 39.00	33	$ 33.00
E-verify		Yes		Yes			
Required Insurance Amount		Yes		No		yes	Yes
County Location		Yes		No		No	Yes

[1] Artimes charges $25/hr for on-site collections

[2] Artimes Non-DOT Positive Lab Confirmation - $28.00 Initial Drug Confirmed, then $12.50 each additional Drug Confirmed, Quest $10 for MRO-Positives Only

*Quest and DSI Off-Site Locations include: Optimal Health (all services); Northside Cherokee Hospital, Price Counseling (Drug Collections)

N/A - If we contract directly with Quest, alcohol screening will be done by Optimal at a discounted rate of $15/test when combined with drug tests

Estimated Annual Costs Per Vendor	QUEST	$ 5,517.00	No TPA Services
	DSI	$ 7,315.00	Full TPA Services
	ARTIMES	$ 7,697.00	Full TPA Services

Assumes 65 Random, 50 Pre-employment, 10 Post-Accident Non-DOT and 6 DOT drug collections, 75 Non-DOT and 3 DOT alcohol collections.

Steven B. McClure

From: Gunnoe, David A (GE Power & Water) <david.gunnoe@ge.com>
Sent: Monday, April 23, 2012 4:44 PM
To: Steven B. McClure
Subject: RE: DSI Medical Reference Check

As requested. David Gunnoe, APM, Risk Manager.

From: Steven B. McClure [mailto:smcclure@cherokeega.com]
Sent: Monday, April 23, 2012 3:06 PM
To: Steven B. McClure
Cc: mkscales@abfs.com; Gunnoe, David A (GE Power & Water); mccurdy.joni@con-way.com; ganthony@palmnet.org
Subject: DSI Medical Reference Check

I am writing you because your organization was included as a reference in response to an RFP for Drug and Alcohol Program Management. DSI Medical is the responding vendor that listed your name and contact information. Please take a few minutes to respond to these few questions.

1. What is your organization's core business?
   Maintenance on Power Generation Equipment (Turbines & Generators). Both in USA and internationally.

2. How long have you been using DSI Medical as a third-party vendor for drug testing?

   Approximately 10 years.

3. Why did you select DSI Medical over its competitors?
   References from their clientele. On- site service call at our corporate location was persuasive. Time proven excellence in service.

4. How many drug tests are performed per year at your facility? DOT vs. Non-DOT tests.
   Gross guestimate - 3.5 K annually. All would be non DOT.

5. Does DSI Medical provide random selections for your organization?

   Pre-employment, Post accident, For Cause, and Random testing.

6. How much lead time is required before setting up onsite random collections?
   One to three days normally. Demographics are wild card factors in remote locations.

7. Comment on DSI Medical's overall performance as a TPA.
   SIMPLY THE BEST at what they do!

8. What has been your experience with DSI Medical regarding DOT covered collections?
   Our workforce requires non-DOT testing.

9. Do you know of any shortcomings with DSI Medical as a TPA for Drug and Alcohol Testing?\

Honestly no! They believe in and delivery the same service they commit to when you first meet them.

10. Would you choose DSI Medical again?

Absolutely yes.

Thanks,
Steve

Steven B. McClure, SPHR
Director of Human Resources
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
678-493-6020

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Steven B. McClure

From: Gert Anthony <ganthony@palmnet.org>
Sent: Tuesday, April 24, 2012 10:54 AM
To: Steven B. McClure
Subject: RE: DSI Medical Reference Check

In answer to your questions

1. What is your organization's core business? **We are a Labor-Management Committee that works with owners, contractors and unions on construction sites, in order to bring a job in on time and on budget.**

2. How long have you been using DSI Medical as a third-party vendor for drug testing? **Since 1996.**

3. Why did you select DSI Medical over its competitors? **The company's reliability, professionalism, and integrity.**

4. How many drug tests are performed per year at your facility? DOT vs. Non-DOT tests. **Over 61,000 over 16 years. None are DOT. We do a DOT-look-a-like test, meaning we test for everything required by the DOT.**

5. Does DSI Medical provide random selections for your organization? **No we provide random selections for our organizations and worksites. DSI does the collecting.**

6. How much lead time is required before setting up onsite random collections? **Not applicable.**

7. Comment on DSI Medical's overall performance as a TPA. **DSI and PALM/BUILT-RITE have had a great relationship over the last 16 years. Their service is impeccable, their expertise is very reliable.**

8. What has been your experience with DSI Medical regarding DOT covered collections? **Not applicable.**

9. Do you know of any shortcomings with DSI Medical as a TPA for Drug and Alcohol Testing? **None.**

10. Would you choose DSI Medical again? **Absolutely.**

Sincerely,

Gertrude Anthony
CUDAP Program Coordinator
PALM/BUILT-RITE
731 South Broad Street
Philadelphia PA 19147
215-732-7476, ext. 20

From: Steven B. McClure [mailto:smcclure@cherokeega.com]
Sent: Monday, April 23, 2012 4:06 PM
To: Steven B. McClure
Cc: mkscales@abfs.com; david.gunnoe@ge.com; mccurdy.joni@con-way.com; Gert Anthony
Subject: DSI Medical Reference Check

I am writing you because your organization was included as a reference in response to an RFP for Drug and Alcohol Program Management. DSI Medical is the responding vendor that listed your name and contact information. Please take a few minutes to respond to these few questions.

11. What is your organization's core business?

12. How long have you been using DSI Medical as a third-party vendor for drug testing?

13. Why did you select DSI Medical over its competitors?

14. How many drug tests are performed per year at your facility? DOT vs. Non-DOT tests.

15. Does DSI Medical provide random selections for your organization?

16. How much lead time is required before setting up onsite random collections?

17. Comment on DSI Medical's overall performance as a TPA.

18. What has been your experience with DSI Medical regarding DOT covered collections?

19. Do you know of any shortcomings with DSI Medical as a TPA for Drug and Alcohol Testing?\

20. Would you choose DSI Medical again?

Thanks,
Steve

Steven B. McClure, SPHR
Director of Human Resources
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
678-493-6020

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Steven B. McClure

From: Marla Scales <mkscales@arkbest.com>
Sent: Tuesday, April 24, 2012 5:19 PM
To: Steven B. McClure
Subject: RE: DSI Medical Reference Check

Steven,
I don't hesitate to offer a reference for DSI. I have personally been working with DSI for over 13 years, and our company utilized them before I began managing the drug & alcohol testing program, so our history goes back even farther.

1. What is your organization's core business?
   Arkansas Best Corporation is a freight transportation services and solutions provider whose largest subsidiary, ABF Freight System, Inc., is a less-than-truckload (LTL) motor carrier offering nationwide service in addition to international.

2. How long have you been using DSI Medical as a third-party vendor for drug testing?
   I have personally worked with them for over 13 years.

3. Why did you select DSI Medical over its competitors?
   When I was promoted to managing our drug & alcohol testing program, DSI was already in place. However I have been repeatedly contacted by other companies over the years & have not considered changing from DSI because of their:
   - high-level of customer service (which is uncommon today—a person answers your calls & they reply in a timely manner to all inquiries & questions.)
   - reputation of being error-free and therefore undisputable results
   - competitive pricing
   - online access to test results, random selections, etc.
   - willingness to help beyond providing drug test results, by advising on unusual circumstances & challenges as they arise. They have helped us defend cases in grievances, unemployment cases, etc. by providing supporting documentation, etc.

4. How many drug tests are performed per year at your facility? DOT vs. Non-DOT tests.
   Approximately 4500 DOT & 700 non-DOT

5. Does DSI Medical provide random selections for your organization?
   Yes

6. How much lead time is required before setting up onsite random collections?
   These were coordinated by our local managers, but minimal time is typically required.

7. Comment on DSI Medical's overall performance as a TPA.

If all vendors that provided services to our corporation provided the level of quality service and reasonable pricing as DSI, we would be even more success. In my opinion using DSI is an easy decision. They provide top-notch service at a reasonable cost.

8. What has been your experience with DSI Medical regarding DOT covered collections?
They know the DOT regs extensively; they educate others in the DOT regulations & regularly attend updates in Washington to keep current on any changes. They leave no room for errors which has created their reputation as a company on whose results you can be confident.

9. Do you know of any shortcomings with DSI Medical as a TPA for Drug and Alcohol Testing?\
I honestly know none; if I did I would have told them.

10. Would you choose DSI Medical again?
Without question.

If you have other questions, you are welcome to contact me (479-785-8942). I am out of the office Wednesday-Friday this week, but will be back in the office on Monday.
Marla

Marla K. Scales
Sr. Manager of Human Resources
Arkansas Best Corporation

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From: Steven B. McClure [mailto:smcclure@cherokeega.com]
Sent: Monday, April 23, 2012 3:06 PM
To: Steven B. McClure
Cc: mkscales@abfs.com; david.gunnoe@ge.com; mccurdy.joni@con-way.com; ganthony@palmnet.org
Subject: DSI Medical Reference Check

I am writing you because your organization was included as a reference in response to an RFP for Drug and Alcohol Program Management. DSI Medical is the responding vendor that listed your name and contact information. Please take a few minutes to respond to these few questions.

1. What is your organization's core business?

2. How long have you been using DSI Medical as a third-party vendor for drug testing?

3. Why did you select DSI Medical over its competitors?

4. How many drug tests are performed per year at your facility? DOT vs. Non-DOT tests.

5. Does DSI Medical provide random selections for your organization?

6. How much lead time is required before setting up onsite random collections?

7. Comment on DSI Medical's overall performance as a TPA.

8. What has been your experience with DSI Medical regarding DOT covered collections?

9. Do you know of any shortcomings with DSI Medical as a TPA for Drug and Alcohol Testing?\

10. Would you choose DSI Medical again?

Thanks,
Steve

Steven B. McClure, SPHR
Director of Human Resources
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
678-493-6020

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Steven B. McClure

From: McCurdy, Joni M <McCurdy.Joni@con-way.com>
Sent: Monday, April 30, 2012 11:19 AM
To: Steven B. McClure
Subject: RE: DSI Medical Reference Check

From: Steven B. McClure [mailto:smcclure@cherokeega.com]
Sent: Monday, April 23, 2012 4:06 PM
To: Steven B. McClure
Cc: mkscales@abfs.com; david.gunnoe@ge.com; McCurdy, Joni M; ganthony@palmnet.org
Subject: DSI Medical Reference Check

I am writing you because your organization was included as a reference in response to an RFP for Drug and Alcohol Program Management. DSI Medical is the responding vendor that listed your name and contact information. Please take a few minutes to respond to these few questions.

1. What is your organization's core business? LTL Trucking

2. How long have you been using DSI Medical as a third-party vendor for drug testing? I really don't know.. I've been here for 10 years and DSI has been our 3rd party administrator long before I was hired.

3. Why did you select DSI Medical over its competitors? unknown

4. How many drug tests are performed per year at your facility? DOT vs. Non-DOT tests. Unable to answer per company policy

5. Does DSI Medical provide random selections for your organization? yes

6. How much lead time is required before setting up onsite random collections? I think a week.

7. Comment on DSI Medical's overall performance as a TPA. AWESOME, Fantastic, Amazing how they make you feel like you're the only customer that counts. Exceptional customer service!

8. What has been your experience with DSI Medical regarding DOT covered collections? The process is smooth... no issues

9. Do you know of any shortcomings with DSI Medical as a TPA for Drug and Alcohol Testing?\None

10. Would you choose DSI Medical again? I'd rather quit than switch

Thanks,
Steve

Steven B. McClure, SPHR
Director of Human Resources
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
678-493-6020

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DSI Medical
Drug and Alcohol Program Management Services

Phone 215.443.0531
Fax 215.957.0640
1117 Mearns Road, PO Box 2996
Warminster, PA 18974-0996

Cherokee County, Georgia
Employee Substance Screeningand Testing Services

RFP 2011-27
(Pursuant to Federal Guidelines, 49 CFR Parts 40)

STATEMENT OF WORK:

Provided

By

DSI MEDICAL SERVICES, INC.

Roger Hornby
Vice President – Business Development
1117 Mearns Rd., P.O. Box 2996
Warminster, PA 18974
T 800-770-0531 x3464
F 215-957-0640
Roger.Hornby@dsimed.com
11/16/2011

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13. ADDITIONAL DOCUMENTATION (including References & necessary paperwork)

This RFP / Statement of Work (Professional Services Agreement) dated November 2011, is a proposed agreement entered into by and between CHEROKEE COUNTY and DSI Medical Services (DSI), Inc. for a period of 12 months, effective January 1, 2012, and is subject to the terms and conditions including ADDENDUM A – Pricing between the Parties and valid through December 31st, 2011.

1. Introduction:

DSI Medical Services Inc, a subsidiary of Toxicology Holdings, founded in 1991, is a privately-owned "third party administrator" (TPA) corporation, and through its experienced 20 person staff, provides drug & alcohol test management services nationwide, in order to permit CHEROKEE COUNTY to meet its regulatory responsibilities under 49 CFR Parts 40 regulations. Additionally, CHEROKEE COUNTY's policies mandate a drug free workplace and DSI provides drug testing services under NON DOT environments with the same legal defensibility as its Federally mandated programs. DSI Medical will coordinate, on behalf of CHEROKEE COUNTY, HHS / SAMHSA laboratory services, Medical Review Officer (MRO) services through Main Line Medical Review Associates (MLMRA), and urine and/or alcohol collection services when utilizing a DSI network provider. Additionally, DSI will provide administrative management services, regulatory guidance and/or interpretation, labor grievance support, and education.

1.1 Background:

CHEROKEE COUNTY has chosen to have in place a drug testing program that complies with its state regulations and promotes safety through a drug free workplace. In order to meet its regulatory responsibilities, CHEROKEE COUNTY will contract with DSI Medical to provide a bundled service to include HHS / SAMHSA laboratories for lab analysis and GC/MS (Gas Chromatography / Mass Spectrometry) services, Medical Review Officer service, and collection services when utilizing an onsite mobile collector and/or a local collection site within the County of CHEROKEE. DSI Medical's drug testing policies, procedures and practices are in accordance with and comply with all applicable governmental laws, rules and regulations at both the Federal and State levels.

1.2 Insurance:

Included is the Liability Insurance Certificate of DSI Medical Services Inc. by Provider: THE HAUSER GROUP. DSI has coverage under General Liability ($2,000,000), Workers Compensation & Employers' Liability ($1,000,000), Professional Liability ($2,000,000), Automobile Liability ($1,000,000), and Excess Liability ($5,000,000) which is over Auto & Employers Liability only. DSI would be happy to make CHEROKEE COUNTY as "Additionally Insured" upon acceptance of bid to utilize DSI Medical's services.

2. Scope of Work:

DSI Medical, serving as the third party administrator, will provide drug test management services, utilizing a HHS / SAMHSA laboratory for GC/MS confirmation of non-negative specimens. The HHS / SAMHSA laboratory will provide account coded chain of custody and control forms to respective CHEROKEE COUNTY locations. Additionally, any compliant urine collection kits will accompany supply orders generated electronically by respective managers. All laboratory testing will be conducted in full compliance with 49 CFR Parts 40 regulations.

DSI Medical will provide medical review officer (MRO) services through its contract with Main Line Medical Review Associates (MLMRA). All MRO's are fully certified through the American Association of Medical Review Officers (AAMRO), representing accreditation in all 50 states, and are current & in compliance with 49 CFR Parts 40, 655 & 382 (See ADDITIONAL RESOURCES for accreditation).

DSI Medical will provide management oversight to the corporate substance abuse testing programs up to & including: random pool selection, alternate selections, result reporting following MRO review, electronic notification to DER when non-negative results are posted, regulatory guidance and interpretation, MIS and management reports, and (if necessary) facilitate collection site identification for CHEROKEE COUNTY resources management, for all random, post-accident, reasonable cause, return-to-duty, and follow up drug & alcohol tests annually.

3. TASKS:

DSI Medical will manage the drug and alcohol testing services for CHEROKEE COUNTY. Program management includes urine specimen testing at a HHS/ SAMHSA laboratory under Federal & State protocols, associated supplies for specimen collection, and overnight specimen transportation to the laboratory.

The HHS / SAMHSA laboratory will report all results to a designated certified medical review officer who will in conjunction with MRO staff will review all non negative results. MRO staff will coordinate and verify receipt of the MRO copy or equivalent copy of the chain of custody and control form permitting MRO ruling and result release in an expeditious manner. Any non-negative specimen will result in the medical review officer contacting the donor and providing the opportunity for the donor to explain and/or provide medical justification for the laboratory findings. Absent medical justification the MRO will rule the test result accordingly. Every positive drug test result reviewed by the MRO will first be reported telephonically to the respective designated employer representative (DER) before the result is release electronically to the confidential account and password protected DSI web site.

DSI Medical will serve as a single point of contact for any drug or alcohol test inquiries from CHEROKEE COUNTY management. DSI senior management is readily available to provide regulatory guidance or interpretation to any management representative as currently is the practice.

DSI will provide quarterly/monthly random drug selections/alternates to the respective DER's. DSI utilizes the scientifically validated Scanlon Associates program for CHEROKEE COUNTY'S random selections. This highly acclaimed random software program assures complete randomness of the employees selected. Selections are performed on a quarterly or monthly basis. Selections are posted to our confidential password protected web site and permit client monitoring and requests for alternates. Selected donors are removed from a pending status as random tests are completed, providing accurate accountability to DER's at any time. Monitoring of the random programs by DSI's staff assists in adjusting the number of employees selected to assure CHEROKEE COUNTY compliant with its random testing requirements. DSI Medical Services, Inc. performs random selection for drug and alcohol testing.

Additionally, result information will be data entered into the confidential password protected account for random statistical accounting and MIS reporting. DSI Medical will provide drug test result reporting (***typically less than 24 hours for negatives and 24-48 hours for non negatives***) via the confidential account & password DSI web site. DSI Medical will maintain records & data collected of each donor for current year and previous four years, with results accessible 24 /7 to respective DER's.

DSI Medical will provide quarterly or monthly random drug/alcohol selections for CHEROKEE COUNTY, providing its management electronically forwards an updated pool roster to our random pool administrator to load on our secure FTPS site. DSI will perform random selections in a manner that assures compliance with Federal, state and/or company regulations. Selections will be posted to our secure confidential password protected web site as a pending status. Alternate selections are readily available electronically should an initial random selection not be available during the selection period. Random statistical reports will be provided at any time to reflect current random statistical data and demonstrate the programs tracking for annual compliance and MIS reporting.

3.2 Tasks & Deliverables

All services and supplies will be in place for CHEROKEE COUNTY within the agreed upon implementation period, following approval and acceptance of DSI Medical serving as CHEROKEE COUNTY's Third Party Administrator (TPA), including creating & delivery of Chain of Custody forms to designated locations at NO ADDITIONAL CHARGE.

3.2.1 Training

Any training regarding system utilization and functionality will be coordinated with respective CHEROKEE COUNTY management. ***Senior Management remains verse & up-to-date on Federal regulatory updates/changes & will provide guidance so that CHEROKEE COUNTY has the right tools in place to be in compliance at all times.***

3.2.2 Result Reporting

Testing result reporting occurs immediately upon release form the medical review officer. GC/MS negative and non negative results are released and reported 24 - 48 hours with e-mail notification to respective DER advising new results have been posted to the confidential password protected web site (*Faxed & Email attached results available upon request*). ***Positives and Refusal to Test rulings are first communicated telephonically to the respective DER prior to release to the confidential password protected web site.***

Any and all reports are provided according to DER requests and time frames. DSI Medical will provide annual MIS reports, bi-annual HHS/ SAMHSA laboratory reports, quarterly / monthly random statistical reports, and custom reports as requested.

4. Payments / Invoicing

All services are invoiced monthly, via 1 simple invoice, regardless of where testing occurs within county. Acceptable payments include: Credit Card, Net 15 or Net 30 days after receipt of invoice. Payments may be coordinated through (EFT) electronic funds transfer.

5. Personnel

DSI Medical presently has four representatives assigned to CHEROKEE COUNTY. Each representative possess in excess of a decade of experience in regulated substance abuse testing and both state & federal regulations. Each representative will be well versed on the necessary CHEROKEE COUNTY protocols and will continue to handle CHEROKEE COUNTY's business through constant communication on a routine basis, with timely resolution to any situations.

Senior management remains available on a 24/7 basis to respond and provide guidance and regulatory interpretation. The four representatives are as follows:

Carol Masterson – Customer Service/Supplies/Account Set Up 800 770 0531 x3404 Carol.Masterson@dsimed.com
Susan Hough – Manager Customer Service / Alcohol Testing Compliance / MRO Assistant 800 770 0531 x3461 Susan.Hough@dsimed.com
Andrea Bokunewicz – Supervisor MRO Services / MRO Assistant 800 770 0531 x3452 Andrea.Bokunewicz@dsimed.com
Kevin McCown – Random Program Adminstrator / MRO Assistant 800 770 0531 x3456 Kevin.McCown@dsimed.com

Joseph Whelan – Director, **Senior Management** 800 770 0531 x3460 Cell: 201 240 0078 Joseph.Whelan@dsimed.com
Roger Hornby – Vice President – Business Development 800 770 0531 x3464 Cell: 215 740 3689 Roger.Hornby@dsimed.com

6. Description of Services:

Random Drug Testing Selections

DSI utilizes the scientifically validated Scanlon Associates program for random selection. This highly acclaimed random software program assures complete randomness of the employees selected. The selection process has withstood labor challenges including a NLRB challenge. Since the early challenges surrounding random testing, there has not been any claims whereby the selection process has been disputed.

Selections are done on a monthly / quarterly basis, dependent upon your preference. Selections are posted to our confidential password protected web site and permit client monitoring and requests for alternates. Selected donors are removed from a pending status as random tests are completed. Monitoring of your random program by DSI's staff assists in adjusting the number of employees selected to assure the clients' compliance with Federal & company random testing requirements, along with notification of all DOT selected individuals who did not complete their testing during selection period.

CHEROKEE COUNTY will provide an updated random pool prior to each quarter or month's random selection. The first week of every new selection period, selections are posted to the web site for the respective DER to view.

Random Breath Alcohol tests will be performed by a certified breath alcohol technician, whether onsite or at a collection facility, via a DOT approved (FTA compliant) breathalyzer machine. For any test with alcohol level of 0.2 or greater, a confirmation test will be administered within 15 minutes of initial test.

Result Reporting / Record Keeping / Data Collection

DSI Medical Services Website, accessible 24/7, www.dsimed.com :

- Immediate release of negative results available in MRO ruling format to the confidential web site following your Medical Review Officer's review, typically less than 24 hours.

- ***Ability to locate & coordinate with local collection sites, within Quest network, to facilitate DOT and/or Non-DOT drug testing.***

- Ability to retrieve rulings electronically securely and forward to designated company locations via e-mail.

- ***Access to current year and previous 4 years results (non-negative) available at your convenience and retrievable according to your company's requirements.***

- E-mail OR Secure Faxed Result (fax # provided by customer) to the designated employer representative (DER) every time a new result is posted to the web site.

- E-mail notification to the DER, along with a call to collection site during normal business hours of 9am-6pm Monday – Friday, for every pending result that cannot be released due to the MRO not receiving the MRO copy of the chain of custody form.

- The ability to print your company's individual MRO rulings (secure encrypted data) based on your selection criteria e.g. by date, by test reason, by DOT vs. Non –DOT.

- Customized Reports to facilitate your program management (Random Testing Monitoring)

Management Reports

DSI Medical, via DrugPak software that powers our website www.dsimed.com, generates the following reports for our clients:

- ***DOT Annual MIS Summary - This summary includes all drug testing information required with the exception of refusals, education and disposition of drivers.***

- Random Recap Report - provides detailed information including "donors not tested" - (issued monthly/quarterly depending on the client's random program).

- Positive Recap Report - details the client's positive donors for a requested period of time - (issued upon request).

- Donor List - details donors by a variety of sorts (i.e., location, reason for test) - (issued upon request).

- Customized Reports as required by the client are issued upon request.

Urine and/or Breath Alcohol On-Site Collection

- DSI Medical Services, Inc. has a national team of certified drug / BAT collectors whom can perform on-site collections in CHEROKEE COUNTY, at its designated locations. Mobile collectors will be responsible for transportation of specimen & paperwork to lab & DSI Medical. ***DSI Medical can help facilitate scheduling of on-site collections to help with cost effectiveness and optimum productivity for CHEROKEE COUNTY.***

24/7/365 "After Hours" Emergency Service (OPTIONAL)

For any Post-Accident or Reasonable Cause testing needs, upon calling our toll free, 24/7/365 Emergency phone line, the operator will ask for CHEROKEE COUNTY's Quest account number. The contact will then be queried regarding the service desired:

- Locating a network collection site that is open, or will open, for the donor to travel to and have appropriate testing conducted. This option is in addition to the normal cost of your lab/MRO and collection fees.

- Dispatching a certified drug and alcohol (BAT) collector to a safe location to provide drug and/or alcohol screening for the donor. This fee INCLUDES the cost of your collection, with the addition of your normal cost of your lab/MRO service on top of this. A 50 mile "portal to portal" & 2 hours wait time is included in this service. Additional mileage (IRS reimbursement rate) and excessive wait time charges apply.

Training, Implementation, & Counseling

- Transition & implementation will occur over a 2 week period. An initial conference call between DSI Medical & CHEROKEE COUNTY management can be scheduled to establish expectations for training timelines, creation & delivery of Chain of custody forms to designated locations, proper destruction of existing Chain of custody forms, discussion of CHEROKEE COUNTY's random pool management, and introduction to our website reporting system, collection site finder, billing system, etc with your Designated Employee Representative (DER)..

- DSI Medical Services also provides training and certification programs in several areas involving substance abuse, through resources provided by Quest Diagnostics labs (see section 10). In addition, periodic follow up calls will be made by sales staff to ensure proper steps are established & working thoroughly.

- ***Substance Abuse Counseling is available through our mobile collection team, whom are trained to make recommendations concerning education, treatment, "follow up" testing, and "after care." Additional resources are available through:***

  Dr. Karmen Payne, Karmen EAP International
  P.O. Box 2832, Costa Mesa, CA 92628-2832, (714) 393-9898
  drpayne@karmeneap.com

Labor/Grievance Consulting

- DSI Medical Services will assist your company with grievance preparation and/or unemployment claims analysis and review. DSI Medical can reduce company liability through regulatory misinterpretations. Following are some of the ways in which assistance and support can be given:

- Pre-case discussion highlighting strengths, weaknesses, previous decisions, and potential conflicts (if any) with collective bargaining agreement.

- Provision of support documentation for case preparation and detailed analysis and tutoring for labor representative presenting the case.

- Provision of support documentation for case preparation and detailed analysis and tutoring for Human Resource representative presenting the case for unemployment challenges.

- Review Company Substance Abuse and Testing Policies for potential conflicts with labor laws and advice on possible revisions.

- Act as liaison between company and laboratory toxicologist(s) to assure that all claims are addressed in an expert opinion that can be submitted at any hearing that might occur.

- Additionally, DSI's professionals are available to clients for questions and counseling on drug and alcohol testing issues or matters.

7. **HHS / SAMHSA Laboratory**

All Quest Diagnostics Laboratory procedures are documented in their Standard Operating Procedure Manual. As a SAMHSA / HHS certified laboratory this manual is reviewed, and all actions are scrutinized to assure strict compliance with the SOPs every six months by independent inspectors assigned by SAMHSA. Chain of Custody procedures are included in every aspect of the drug testing, from the time a kit is received by an Quest employee until it's disposal, be that a day later as in the case of a negative specimen, or a year later, should the specimen be positive. Quest's quality assurance program includes both internal and external "blind specimen" submission. Quest Diagnostics surpasses required quality assurance measures through outside contracts for constant submission of blind proficiency specimens.

In accordance with Department of Health and Human Services Regulations (Mandatory Guidelines for Federal Workplace Drug Testing Programs) will be performed in the following manner:

- Each specimen is accessioned upon arrival at Quest Diagnostics Labs. A series of bar coded numbers is applied to the specimen, as well as all accompanying documentation. After accessioning, each "primary" specimen is sampled for the initial testing. During the aliquoting process, each specimen is observed for signs of adulteration or tampering.

- Immunoassay screening via the EMIT method is performed on all urine specimens. For those companies performing DOT required testing, the initial screening is for marijuana,

cocaine, phencyclidine, opiates, amphetamines, and MDMA, MDEA, MDA . Cutoff levels utilized in the screening are as follows --

Marijuana metabolites	50 ng/mL
Cocaine metabolite	150 ng/mL
Phencyclidine	25 ng/mL
Opiates	2000 ng/mL
6-AM	10 ng/mL
Amphetamines	500 ng/mL
MDMA, MDEA, MDA	500 ng/mL

- During the EMIT process each specimen is analyzed for CREATININE (a non-protein nitrogenous constituted of normal urine) to check for dilution of the specimen; Specific Gravity is performed on those specimens with a low creatinine measure, pH, and oxidizing adulterants. Additionally, any specimen identified by the laboratory as "suspicious" is subjected to testing for a wide variety of adulterants.

- Results on those specimens testing Negative via immunoassay screening are released from the laboratory to the Medical Review Officer. In the case of specimens testing "positive" via immunoassay screening, a second aliquot of the primary specimen is taken to confirmatory testing utilizing Gas Chromatography/Mass Spectrometry. Specimens reported Positive via GC/MS must be at or above the following cutoff levels –

Marijuana metabolite	15 ng/mL
Cocaine metabolite	100 ng/mL
Phencyclidine	25 ng/mL
Opiates	
Morphine	2000 ng/mL
6 Monoaceytylmorphine	10 ng/mL
Codeine	2000 ng/mL
Amphetamines	
Amphetamine	250 ng/mL
Methamphetamine	250 ng/mL
MDMA, MDEA, MDA	250 ng/mL

- Additionally, Methamphetamine positives must contain a minimum of 200 ng/mL Amphetamine (Methamphetamine metabolite). Specimens confirmed Positive via GC/MS would be reported as positive to the Medical Review Officer.

Quest Diagnostics laboratories has scientifically validated procedures in place to perform testing for "l" and "d" (amphetamine) isomer testing. This test is performed upon written request from the Medical Review Officer. These procedures are scrutinized during audits and have been found to provide the forensic quantum-of-proof necessary for any challenges during litigation.

Data handling procedures are dictated by SAMHSA / HHS to be highly secure at every step. Additionally accession numbers applied to each specimen and accompanying documentation are bar coded for the data entry process. A multi-level review within the laboratory is carried out by accessioners, analysts and a certifying scientist prior to any (positive or negative) results being released from the lab. Restricted access to each program, within the computer system only, permits only approved and authorized laboratory personnel to enter results, and provides yet additional protection within the

data entry/data handling process. All of these procedures combined, with their multi-level review, assure 100% accuracy 100% of the time.

SAMHSA and the U.S. Department of Transportation mandate that specimens testing positive be maintained in locked freezer storage for one year. Quest Diagnostics maintains a highly secure area within an extremely limited access area for this purpose. Freezer temperatures are examined and documented on a daily basis and procedures are in place, should a problem be identified. Chain of Custody forms for each specimen stored are maintained with the specimens during the analysis procedure and then filed in a secure manner acceptable to SAMHSA / HHS regulations. The current system of storage is highly expandable, and more than adequate to meet the needs of future contracts.

8. MAIN LINE MEDICAL REVIEW ASSOCIATES (MRO SERVICES)

Dr Frank Bonikowski, M.D.
Dr Joseph DiMino, M.D.
MLMRA
P.O. Box 2987
Warminster, PA 18974
(215) 674-3068
AAMRO Cetification # 9263011 (Expires 4/9/2014)

MRO Services are provided through Main Line Medical Review Services with whom DSI contracts with. The **American Association of Medical Review Officers** (AAMRO) certification allows the medical doctor to be able to perform DOT certified lab analysis review for ANY STATE within the United States of America. Along with this certification, MRO services provided include the following:

- Administrative review of all negative results
- Review of all confirmed positive results by a licensed Medical Physician who is qualified in accordance with NY State Department of Health regulations.
- Interpretation of each confirmed positive test results.
- Provide an opportunity for a donor to discuss a positive test result with the Medical Review Officer.
- Consultation with the forensic toxicologist from the HHS/SAMHSA laboratory to review concerns or questions regarding test results
- Order a reanalysis of the original urine sample, if necessary. (Only the MRO has the authority to issue this directive).
- Determine whether a laboratory positive test resulted from legally prescribed medication. If so, report test results as negative. Alert DER on those medications that may pose a safety risk suggesting SCG employee obtain a safety sensitive letter from prescribing physician.
- Notify the employer regarding the results of the test. Initial reporting will be via e-mail notification. CHEROKEE COUNTY's designated employer representative (DER) has 24/7 access to the current year and previous years rulings. Downloadable and printable at any time
- Additionally, the MROs on DSI's panel are available for telephonic expert testimony (i.e., in unemployment compensation challenges) as well as further documentation (i.e., affidavits) as required by the company to offset any challenges

Each company's designated MRO will be the sole custodian of individual test results. The MRO will retain the reports of individual test results for a minimum of five (5) years, in compliance with federal regulations.

9. Online Substance Abuse Training for Supervisors & Employees

Employee training - View Details. View Demo.

Supervisor training - View Details. View Demo.

These programs are designed to:

- Educate the entire workforce about alcohol and drug testing
- Offer in-depth employee and supervisor instructional training
- Provide an interactive tutorial on each section within a module
- Reinforce learning by quizzing users following each section and at the end of the entire training module
- Track which employees have completed required modules, their test date and their score
- Keep you and your office 100% compliant with training requirements mandated by federal agencies, such as the Department of Transportation
- Enhance employee productivity and reduce costs of medical and workers' compensation claims by promoting a drug-free workforce

In addition, the U.S. Department of Transportation, as well as several states, requires training for both employees and their supervisors in such areas as the consequences of drug use on personal health, safety, and work and the behavioral cues that indicate drug use. These programs meet this government criteria.

Supervisor Training (License Pricing)

Quantity	Price Per
1 - 10	$40.00
11 - 25	$32.00
26 - 50	$26.00
51 - 200	$20.00

Call for volume discount > 200

Employee Training (License Pricing)

Quantity	Price Per
1 - 20	$10.00
21 - 50	$9.00
51 - 100	$8.00
101 - 1000	$6.00

Call for volume discount > 1000

NOTE: Also available on Quest Diagnostics's Employer Solutions website, are FREE Archived Web Seminars that can be viewed online and shown to supervisors / employees at ANY TIME and at NO CHARGE.

10. Acceptance of Work:

DSI Medical will maintain full acceptance of proposed services throughout the duration of said purchase order or contract resulting from this RFI / Statement of Work. Executed on the dates set forth below by the undersigned authorized representatives of both Parties.

CHEROKEE COUNTY	DSI Medical Services, Inc.
By:	By:
Signature:_____	Signature: _____
Name:_____	Name: __Roger Hornby_____
Title:_____	Title: __VP – Business Development_____
Date: _____	Date: _____11/16/2011_____

ADDENDUM A – DRUG & ALCOHOL TEST PRICING

DSI Medical Services, Inc. agrees to provide the following services to CHEROKEE COUNTY:

HHS / SAMHSA CERTIFIED LAB SERVICES - Provided by Quest Diagnostics

- Immunoassay Screening
- Confirmation via GC/MS
- Adulteration Panel in accordance with federal protocols (Oxidizing Adulterant, Creatinine, pH, specific gravity)
- Auto "l" and "d" isomer studies for amphetamines
- 6-monoacetylmorphine screening & confirmation
- Collection supplies (collection kits and chain of custody forms)
- ***Express courier transportation of specimen***
- Expert consultation including "Declarations" and "Affidavits"
- Expert Opinion Reports
- Expert Telephonic Testimony
- Management Reports

DSI MEDICAL SERVICES

MRO SERVICES

- Physician review and Reporting
- Affidavits
- Expert Telephonic Testimony

PROGRAM MANAGEMENT SERVICES

- Computerized Random Selection (on a Quarterly/Monthly Basis)
- Regulatory Support & Guidance
- Management Reports (including Annual MIS Reports)
- DSI Medical Preferred Provider Network of Collection Sites
- Mobile drug specimen collection & analysis (available upon request)
- Quality Assurance Programs
- Recovery of rejected specimens
- Secure, Confidential On-line results, record keeping, & data collection (www.dsimed.com)
- 24/7 Customer Service Consultation Support (via a "manned" live operator)
- "After Hour" Emergency Service Collection Options
- Free Telephonic / Archived Web Seminar Training

Charge for Lab Analysis / MRO Review (negative or non-negative)	**$18.00 per specimen**

Local Collection Site Fees:

• **Quest Patient Service Center (PSC)**	**+ $13.00 per collection**
• **Quest (Preferred) Clinics / Collection Sites**	**+ $17.00 per collection**
• **Breath Alcohol**	**$35.00 per test**

On-Site Collection Fees:

• **Initial collection**	**+ $75.00**
• **2nd Collection – No Limit**	**+ $35.00 per collection**
• **Breath Alcohol**	**$40.00 per test**

Quest (Preferred) Clinic

FOR DRUG COLLECTION, BREATH ALCOHOL TESTING & PHYSICALS

Optimal Health (Preferred)
1030 Marietta Rd
Canton GA
770-720-8668
M,W, F 9a – 7p; T, Th 9a – 5p; Sat 9a – 12p

Quest Patient Svc Ctr (PSC) + (Preferred) Collect. Site

FOR DRUG COLLECTION ONLY

Northside Hospital (Preferred)
201 Hospital Rd
Canton GA
866-697-8378
M-F 7a – 7p

Price Counseling Center (Preferred)
2920 Marietta Highway, Suite 132
Canton GA
770-479-5501
M, W, F 8a – 5p; T 8a – 7p

Quest Diagnostics (PSC) – Alpharetta
960 Northpoint Parkway, Suite 100
Alpharetta GA
866-697-8378
M-F 7:30a – 5p

*****Additional locations available in nearby Fulton County (Roswell, Alpharetta) and Cobb County (Kennesaw), as well as THROUGHOUT the State of Georgia, if accommodating for employees that live OUTSIDE Cherokee County*****

DSI Medical
Drug and Alcohol Program Management Services

Phone 215.443.0531
Fax 215.957.0640
1117 Mearns Road, PO Box 2996
Warminster, PA 18974-0996

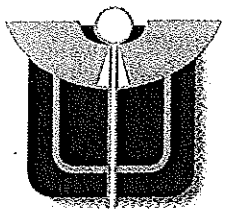
"Celebrating 20 years of Excellence in Service, Support, and Quality"

ADDITIONAL RESOURCES

- **Documentation: Customer Testimonials / References**
- **Documentation: Professional Services Agreement**
- **Documentation: Department of Health & Human Services Federally Approved Laboratory List**
- **Documentation: Certification of the AAMRO by the HHS Secretary (for Drs Bonikowski & Dimino)**
- **Documentation: DSI Medical Liability Insurance**
- **Resume: CV / Credentials for DSI Medical Director & Quest Diagnostics Lab Directors**
- **Documentation: W-9**
- **Documentation: Sample Invoice (which can be coded to sub-total testing for each casino on 1 bill)**
- **Documentation: Quest Training Material (2-sided)**

DSI Medical

Drug and Alcohol Program Management Services



Phone 215.443.0531 Fax
215.957.0640
Headquarters:
1117 Mearns Road
Warminster, PA 18974-0996

Customer Testimonials

"For over 20 years, ABF Freight System, Inc. has partnered with DSI Medical Services for all of our drug testing needs. In addition to providing reliable, timely drug test results, we have found their customer service exceptional."

Marla K. Scales,
Manager of Human Resources
ABF Freight System, Inc

mkscales@abfs.com, 479-785-8942

"Great service, excellent quality, communication and support"

Cecilia Homan,
Fitness for Duty Administrator
PSEG Power, LLC

"Just a fewwords of appreciation for the outstanding service provided by DSI MEDICAL SERVICES in administering all aspects of our nationwide Substance Abuse Program. DSI MEDICAL SERVICES consistently surpasses our expectations from the initial testing to issuing the final report to the MRO. Your firm is at the top of a very short list of service providers that excels in the delivery of the highest quality, always timely and most professional services in a very litigious and scientifically demanding field. We look forward to ten more years of satisfaction guaranteed service from your company."

David Gunnoe,
Risk Manager
Atlantic Plant Maintenance, Inc.
A Division of General Electric

David.gunnoe@ge.com, 713-475-4512

"Exceptional Customer Service, Knowledgeable and Professional staff. DSI MEDICAL SERVICES is a great asset to my company."

Joni Shaver,
Employee Relations Coordinator
Con-way Freight

Mccurdy.joni@con-way.com, 734-994-6600

The Philadelphia Area Labor-Management Committee (PALM) has been using DSI MEDICAL SERVICES since 1996. During this time, the relationship between the management and employees of DSI MEDICAL SERVICES and PALM has grown to one of respect, cooperation and reliability. The staff and services of DSI MEDICAL SERVICES have been outstanding in getting results in a timely manner. Questions, if they arise, are given thorough answers. The scheduling of collections is handled masterfully, even on a last minute basis. Collectors are efficient and professional. Office personnel, have always handled issues with prompt and cheerful dispositions. PALM is extremely proud to work with such an organization."

Gert Anthony,
Manager
Philadelphia Area Labor-Management Committee (PALM)

ganthony@palmnet.org, 215-732-7476 Ext 20

This is the Standard Professional Services Agreement of Cherokee County. Any consultant doing business with the County must enter into this Agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 16th day of November, 2011, by and between **CHEROKEE COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and DST Medical Services Inc, a Third Party Administrator (TPA) ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Substance Abuse Testing (the "Work"); and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. **Project Description**

Drug + Alcohol Test Management for Pre-employment, Random, Post Accident, Reasonable Cause, Return-to-Duty testing needs

B. **The Work**

The Work to be completed under this Agreement (the "Work") consists of Mobile/On Site And/or Local Collection of drug/alcohol specimens for lab analysis (Substance Abuse Testing)

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

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before end date established by Cherokee County contract.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

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

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of $25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handle through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed $25,000, except as outlined in Section II(C) above. The compensation for services performed shall be based upon # of tests performed + specified collection preference [specify hourly rate, flat fee, or other basis]_____.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail

charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Consultant's Reliance of Submissions by the County

Consultant must have timely information and input from the County in order to perform the services required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. **Consultant's Representative**

Roger Hornby / Sean Gary shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. **Assignment of Agreement**

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

G. **Responsibility of Consultant and Indemnification of County**

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

H. **Independent Contractor**

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible

for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

(a) Comprehensive General Liability of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of $1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of $1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by he the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years

after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

J. Employment of Unauthorized Aliens Prohibited

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "E" and "F" that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

____ 500 or more employees.

____ 100 or more employees.

✓ Fewer than 100 employees.

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "E."

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. **Records, Reports and Audits**

(1) Records:

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

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

(2) Reports and Information:

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

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel,

conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

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

M. Confidentiality

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

N. Compliance with Laws Regulating Illegal Aliens

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

The Consultant covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. Consultant shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. Consultant shall provide documentation prior to commencing work under this Agreement, in a form acceptable to Cherokee County, affirming the Consultant's compliance with this Section.

O. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

P. **Key Personnel**

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

Q. **Authority to Contract**

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

R. **Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

V. COVENANTS OF THE COUNTY

A. **Right of Entry**

The County shall provide for right of entry for Consultant and all necessary equipment to Cherokee County locations, in order for Consultant to complete the Work.

B. **County's Representative**

Roger Hornby / Sean Gary shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

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

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

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

VII. NO PERSONAL LIABILITY

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

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

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

X. APPLICABLE LAW

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

XI. CAPTIONS AND SEVERABILITY

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

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between DER for the County and Roger Hornby for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Roger Hornby

XIV. WAIVER OF AGREEMENT

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

XV. SOVEREIGN IMMUNITY

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

XVI. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

_____

County Attorney

CONSULTANT:

_____

By: Roger Hornby

Its: Vice President - Business Development

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____

Witness

Suzanne Hoffman

Notary Public

[NOTARY SEAL]

NOTARIAL SEAL
SUZANNE HOFFMAN
Notary Public
WARMINSTER TWP., BUCKS COUNTY
My Commission Expires Apr 10, 2013

My Commission Expires:

4/2013

CHEROKEE COUNTY

_____

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

_____

Witness

_____

Notary Public

[NOTARY SEAL]

My Commission Expires:

_____

EXHIBIT "A"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

_____
EEV / Basic Pilot Program User Identification Number

_____
BY: Authorized Officer or Agent Date
(Contractor Name)

Vice President - Business Development
Title of Authorized Officer or Agent of Contractor

Roger Hornby
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF 11, 2011

Suzanne Hoffman
Notary Public
My Commission Expires:
4/2013

NOTARIAL SEAL
SUZANNE HOFFMAN
Notary Public
WARMINSTER TWP., BUCKS COUNTY
My Commission Expires Apr 10, 2013

of automated collection techniques or other forms of information technology.

Proposed Project: SAMHSA SOAR Web-Based Data Form—NEW

In 2009 the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services created a Technical Assistance Center to assist in the implementation of the SSI/SSDI Outreach Access and Recovery (SOAR) effort in all states. SOAR's primary objective is to improve the allowance rate for Social Security Administration (SSA) disability benefits for people who are homeless or at risk of homelessness, and who have serious mental illnesses. SOAR has three main components: Strategic planning for systems change, training for case managers and ongoing technical assistance.

During the SOAR training, the importance of keeping track of SSI/SSDI applications through the process is stressed, since the process is complex and involves several steps. In response to requests from states implementing SOAR, the Technical Assistance Center under SAMHSA's direction developed a web-based data form that case managers can use to track the progress of submitted applications, including decisions received from SSA either on initial application or on appeal. This password-protected web-based data form will be housed on the SOAR Web site (*http://www.prainc.com/soar.*). Use of this form is completely voluntary.

In addition, data from the web-based form can be compiled into reports on decision results and the use of SOAR core components, such as the SSA–1696 Appointment of Representative which allows SSA to communicate directly with the case manager assisting with the application. These reports will be reviewed by agency directors, SOAR state-level leads, and the national SOAR Technical Assistance Center and SOAR national evaluation team to quantify the success of the effort overall and to identify areas where additional technical assistance is needed.

The estimated response burden is as follows:

Information source	Number of respondents	Responses per respondent	Total responses	Hours per response	Total hours
SOAR Data Form	800	36	28,800	.25	7,200

Send comments to Summer King, SAMHSA Reports Clearance Officer, Room 8–1099, One Choke Cherry Road, Rockville, MD 20857 and e-mail her a copy at *summer.king@samhsa.hhs.gov.* Written comments should be received within 60 days of this notice.

Dated: May 24, 2011.

Elaine Parry,

Director, Office of Management, Technology and Operations.

[FR Doc. 2011–13645 Filed 6–1–11; 8:45 am]

BILLING CODE 4162–20–P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Substance Abuse and Mental Health Services Administration

Current List of Laboratories and Instrumented Initial Testing Facilities Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies

AGENCY: Substance Abuse and Mental Health Services Administration, HHS.

ACTION: Notice.

SUMMARY: The Department of Health and Human Services (HHS) notifies Federal agencies of the Laboratories and Instrumented Initial Testing Facilities (IITF) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the **Federal Register** on April 11, 1988 (53 FR 11970), and subsequently revised in the **Federal Register** on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); and on April 30, 2010 (75 FR 22809).

A notice listing all currently certified Laboratories and Instrumented Initial Testing Facilities (IITF) is published in the **Federal Register** during the first week of each month. If any Laboratory/IITF's certification is suspended or revoked, the Laboratory/IITF will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any Laboratory/IITF has withdrawn from the HHS National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end and will be omitted from the monthly listing thereafter.

This notice is also available on the Internet at *http://www.workplace.samhsa.gov* and *http://www.drugfreeworkplace.gov.*

FOR FURTHER INFORMATION CONTACT: Mrs. Giselle Hersh, Division of Workplace Programs, SAMHSA/CSAP, Room 2–1042, One Choke Cherry Road, Rockville, Maryland 20857; 240–276–2600 (voice), 240–276–2610 (fax).

SUPPLEMENTARY INFORMATION: The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100–71. The "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as amended in the revisions listed above, requires (or set) strict standards that Laboratories and Instrumented Initial Testing Facilities (IITF) must meet in order to conduct drug and specimen validity tests on urine specimens for Federal agencies.

To become certified, an applicant Laboratory/IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a Laboratory/IITF must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories and Instrumented Initial Testing Facilities (IITF) in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A Laboratory/IITF must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA) which attests that it has met minimum standards.

In accordance with the Mandatory Guidelines dated November 25, 2008 (73 FR 71858), the following Laboratories and Instrumented Initial Testing Facilities (IITF) meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

Instrumented Initial Testing Facilities (IITF)

None.

Laboratories

ACL Laboratories, 8901 W. Lincoln Ave., West Allis, WI 53227, 414–328–7840/800–877–7016, (Formerly: Bayshore Clinical Laboratory).

ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 585–429–2264.

Advanced Toxicology Network, 3560 Air Center Cove, Suite 101, Memphis, TN 38118, 901–794–5770/888–290–1150.

Aegis Analytical Laboratories, 345 Hill Ave., Nashville, TN 37210, 615–255–2400, (Formerly: Aegis Sciences Corporation, Aegis Analytical Laboratories, Inc.).

Alere Toxicology Services, 1111 Newton St., Gretna, LA 70053, 504–361–8989/800–433–3823, (Formerly: Kroll Laboratory Specialists, Inc., Laboratory Specialists, Inc.).

Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804–378–9130, (Formerly: Kroll Laboratory Specialists, Inc., Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.).

Baptist Medical Center—Toxicology Laboratory, 11401 I–30, Little Rock, AR 72209–7056, 501–202–2783, (Formerly: Forensic Toxicology Laboratory Baptist Medical Center).

Clinical Reference Lab, 8433 Quivira Road, Lenexa, KS 66215–2802, 800–445–6917.

Doctors Laboratory, Inc., 2906 Julia Drive, Valdosta, GA 31602, 229–671–2281.

DrugScan, Inc., P.O. Box 2969, 1119 Mearns Road, Warminster, PA 18974, 215–674–9310.

DynaLIFE Dx, *10150–102 St., Suite 200, Edmonton, Alberta, Canada T5J 5E2, 780–451–3702/800–661–9876, (Formerly: Dynacare Kasper Medical Laboratories).

ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662–236–2609.

Gamma-Dynacare Medical Laboratories,* A Division of the Gamma-Dynacare Laboratory Partnership, 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519–679–1630.

Laboratory Corporation of America Holdings, 7207 N. Gessner Road, Houston, TX 77040, 713–856–8288/800–800–2387.

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908–526–2400/800–437–4986, (Formerly: Roche Biomedical Laboratories, Inc.).

Laboratory Corporation of America Holdings, 1904 Alexander Drive, Research Triangle Park, NC 27709, 919–572–6900/800–833–3984, (Formerly: LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group).

Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866–827–8042/800–233–6339, (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center).

LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913–888–3927/800–873–8845, (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.).

Maxxam Analytics,* 6740 Campobello Road, Mississauga, ON, Canada L5N 2L8, 905–817–5700, (Formerly: Maxxam Analytics Inc., NOVAMANN (Ontario), Inc.).

MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651–636–7466/800–832–3244.

MetroLab-Legacy Laboratory Services, 1225 NE 2nd Ave., Portland, OR 97232, 503–413–5295/800–950–5295.

Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612–725–2088.

National Toxicology Laboratories, Inc., 1100 California Ave., Bakersfield, CA 93304, 661–322–4250/800–350–3515.

One Source Toxicology Laboratory, Inc., 1213 Genoa-Red Bluff, Pasadena, TX 77504, 888–747–3774, (Formerly: University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory).

Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311, 800–328–6942, (Formerly: Centinela Hospital Airport Toxicology Laboratory).

Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509–755–8991/800–541–7891x7.

Phamatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121, 858–643–5555.

Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800–729–6432, (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories).

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610–631–4600/877–642–2216, (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories).

Quest Diagnostics Incorporated, 8401 Fallbrook Ave., West Hills, CA 91304, 800–877–2520, (Formerly: SmithKline Beecham Clinical Laboratories).

S.E.D. Medical Laboratories, 5601 Office Blvd., Albuquerque, NM 87109, 505–727–6300/800–999–5227.

South Bend Medical Foundation, Inc., 530 N. Lafayette Blvd., South Bend, IN 46601, 574–234–4176 x1276.

Southwest Laboratories, 4625 E. Cotton Center Boulevard, Suite 177, Phoenix, AZ 85040, 602–438–8507/800–279–0027.

St. Anthony Hospital Toxicology Laboratory, 1000 N. Lee St., Oklahoma City, OK 73101, 405–272–7052.

Sterling Reference Laboratories, 2617 East L Street, Tacoma, Washington 98421, 800–442–0438.

Toxicology & Drug Monitoring Laboratory, University of Missouri Hospital & Clinics, 301 Business Loop 70 West, Suite 208, Columbia, MO 65203, 573–882–1273.

Toxicology Testing Service, Inc., 5426 N.W. 79th Ave., Miami, FL 33166, 305–593–2260.

U.S. Army Forensic Toxicology Drug Testing Laboratory, 2490 Wilson St., Fort George G. Meade, MD 20755–5235, 301–677–7085.

*The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with the HHS' NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (**Federal Register**, July 16, 1996) as meeting the minimum standards of the Mandatory Guidelines published in the **Federal Register** on April 30, 2010 (75 FR 22809). After receiving DOT certification, the laboratory will be included in the monthly list of HHS-certified laboratories and participate in the NLCP certification maintenance program.

Dated: May 24, 2011.

Elaine Parry,

Director, Office of Management, Technology, and Operations, SAMHSA.

[FR Doc. 2011–13047 Filed 6–1–11; 8:45 am]

BILLING CODE 4160–20–P

List of Approved HHS MRO Training and Certification Organizations

Updated: December 8, 2010

The HHS Secretary approved the following MRO certifying organizations that offer both MRO training and certification through examination:

American Association of Medical Review Officers (AAMRO)

P.O. Box 12873
Research Triangle Park, NC 27709
Contact: Mr. Theodore Shults
Phone: (800) 489-1839
Fax: (919) 490-1010
Email: cferrell@aamro.com
Website: http://www.aamro.com/

Medical Review Officer Certification Council (MROCC)

836 Arlington Heights Road, #327
Elk Grove Village, IL 60007
Contact: Mr. Brian Compney
Phone: (847) 631-0599
Fax: (847) 483-1282
Email: mrocc@mrocc.org
Website: http://www.mrocc.org/

The HHS Secretary approved the following organizations that offer MRO training as a prerequisite for MRO certification:

American College of Occupational and Environmental Medicine (ACOEM)

25 Northwest Point Boulevard, Suite 700
Elk Grove Village, IL 60007-1030
Contact: Ms. Mariane Dreger
Phone: (847) 818-1800
Fax: (847) 818-9266
Contact Form: http://www.acoem.org/contactacoem.aspx
Website: http://www.acoem.org/

American Society of Addiction Medicine (ASAM)

4601 N. Park Avenue, Upper Arcade #101
Chevy Chase, MD 20815
Contact: Ms. Alexis Grier-Horan
Phone: (301) 656-3920
Fax: (301) 656-3815
Email: email@asam.org
Website: http://www.asam.org/

Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

April 23, 2008

Verification of Certification for:	Joseph DiMino, D.O. MainLine Medical Review Assoc. 1500 Plymouth Blvd Plymouth Meeting PA 19462
Certification Number:	930829112
Certification Date:	08-29-1993
Most Recent Certification or Recertification Date:	04-09-2008

Certification in Good Standing Lapses Six Years From This Date

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after January 1, 2008, recertification will be required every six years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

P.O. Box 12873 • Research Triangle Park, NC 27709 ☎ (919) 489-5407 Fax: (919) 490-1010

Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

April 23, 2008

Verification of Certification for:	Frank P. Bonikowski, M.D. 6010 Olive Grove Dr. Corpus Christi TX 78414
Certification Number:	9263011
Certification Date:	06-30-1992
Most Recent Certification or Recertification Date:	04-09-2008

Certification in Good Standing Lapses Six Years From This Date

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after January 1, 2008, recertification will be required every six years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

P.O. Box 12873 • Research Triangle Park, NC 27709 ☎ (919) 489-5407 Fax: (919) 490-1010

OP ID: MW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Hauser Group
8260 Northcreek Dr. Suite 200
Cincinnati, OH 45236
Hauser Capital Markets
513-746-9200
513-746-9219

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: TOX-H-1

INSURED
DSI Medical Services, Inc.
1119-1121 Mearns Rd.
Warminster, PA 18974

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance Co	20478
INSURER B: Valley Forge Insurance Co.	20508
INSURER C: Continental Casualty Company	20443
INSURER D: Columbia Casualty Company	31127
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HMA4015945587 HMA4015945587	10/31/11 10/31/11	10/31/12 10/31/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prof.	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ $2mil/$4mil
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4019451580	10/31/11	10/31/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
C	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			L4017852145	10/31/11	10/31/12	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4019451630	10/31/11	10/31/12	X W/C STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Excess Liability is over Auto and Employers Liability only.

CERTIFICATE HOLDER
FORINFO
For Information Only

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Debbie Worrall

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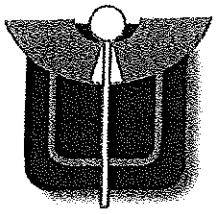
DSI Medical
Drug and Alcohol Program Management Services



Phone 215.443.0531
Fax 215.957.0640

1117 Mearns Road, PO Box 2996
Warminster, PA 18974-0996

Joseph F. Whelan
Director
DSI Medical Services Inc.
Warminster, PA 18974

- **Manage and direct a third party administrator providing drug & alcohol testing service to over five hundred clients and one hundred and ninety thousand drug test rulings per year in both regulated and non regulated environments.**
- **Twenty-four+ years transportation experience as corporate Director of HR & Labor with hands on experience in management, employment litigation, substance abuse testing, labor, human resources, and training.**
- **25 + years experience with drug testing; implemented initial corporate testing program 1983.**
- **Former lead member of MFCA/TMI subcommittee on Drug and Alcohol Testing. Responsible for drafting the drug and alcohol testing language of the National Master Freight Agreement (NMFA) Article 35, Section 3 & 4 which covers 100,000+ unionized truck drivers across the country.**
- **Adjudicate drug/alcohol grievance cases under the NMFA rendering decisions that comply with DOT Regulations and the Collective Bargaining Agreement.**
- **Served as "Expert Witness" involving 49 CFR Parts 40, 382, 655, 199, & 46 CFR Parts 16 & 4 in labor / litigative procedures.**
- **Submitted comments, facilitated testimony during NPR on re-write of 49 CFR Part 40 and the current federal drug and alcohol testing regulations implemented August 2001.**
- **Lectured / Trained on Department of Transportation Regulations: 49 CFR Part40, 49 CFR FMCSA Part 382, FTA 655, PHMSA 199 USCG 46 CFR 4, 5, & 16, FAA 14 CFR Parts 61, and NRC 10 CFR Part 26**
- **Certified Breath and Alcohol Technician (BAT) / Urine Specimen Collection Trainer**
- **Conducted workshops in conjunction with Drug Enforcement Agency (DEA) for small employers with program titled: "Drug Testing/Overcoming the Barriers".**
- **Past Advisory Board Member - Partnership for Drug Free Workplace.**
- **Lecturer / Participant for New Jersey Forum: "Linking Community and Workplace Substance Abuse Prevention Programs"**
- **Past Chairman - New Jersey Personnel Group**

Education: Rutgers University

Curriculum Vitae

BARBARA JO ROWLAND

Quest Diagnostics, Inc.
10101 Renner Boulevard
Lenexa, KS 66219
(913) 577-1828; Fax: (913) 859-6932
E-mail: barbara.rowland@labone.com

EDUCATION

1988 **Master of Public Administration, Health Services Administration**
University of Memphis

1982 **Bachelor of Science; Medical Technology**
University of Tennessee

EXPERIENCE

Feb. 2006 - Present
Director, Laboratory Operations and Responsible Person
Quest Diagnostics, Inc.; Lenexa, KS (formerly LabOne, Inc.)

Sept 2001 - Feb. 2006
Vice-President and Responsible Person, Toxicology
Lab*One*, Inc.; Lenexa, KS
Responsible for daily operations of forensic urine drug testing laboratory.
Product Manager for LIS and Web Stats/Results.

May 2001- Sept 2001
Laboratory Director-General Manager
Laboratory Corporation of America; Research Triangle Park, NC

1996 – May 2001
Laboratory Director and Responsible Person
Laboratory Corporation of America; Memphis, TN

1992 – 1996
Laboratory Manager
Laboratory Corporation of America; Southaven, MS

1990 – 1992
Extraction/Derivatization Supervisor
Med Express/ National Laboratory Center; Memphis, TN

1982 – 1990
Assistant Supervisor
Clinical Chemistry Laboratory LeBonheur
Children's Medical Center; Memphis, TN

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

Inspector	National Laboratory Certification Program (Team Leader)
Inspector	College of American Pathologists Forensic Urine Drug Testing Program (Team Leader) Clinical Laboratory Accreditation Program
Member	Society of Forensic Toxicology (SOFT)
Member	Midwest Association for Toxicology and Therapeutic Drug Monitoring,
Medical Technologist	American Society of Clinical Pathologists (ASCP)
Toxicological Chemist	National Registry of Certified Chemists (NRCC)
Clinical Lab Technologist	New York City Department of Health
Clinical Lab Supervisor	Tennessee State Department of Health

PROFESSIONAL MEETINGS

October 2005	Society of Forensic Toxicology, Annual Meeting Nashville, TN
August 2004	Society of Forensic Toxicology, Annual Meeting Washington, DC
October 2003	Society of Forensic Toxicology, Annual Meeting Portland, OR
April 2003	Midwest Association for Toxicology and Therapeutic Drug Monitoring, Annual Meeting Lansing, MI
February 2003	American Academy of Forensic Science, Annual Meeting Chicago, IL
October 2002	Society of Forensic Toxicology, Annual Meeting Dearborn, MI
February 2002	American Academy of Forensic Science, Annual Meeting Atlanta, GA

PUBLICATIONS AND PRESENTATIONS

2005 Presenter, Developments in Oral Fluids Analysis, Special Session, Annual Meeting of the American Academy of Forensic Sciences, New Orleans.

2003 William Seiter, Russell Robinson, Tiffany Porter, Barbara Rowland, Dawn Hahn, Michael Lehrer, Lance Presley. Opiate Prevalence in Oral Fluid. Poster Presentation, SOFT, Oct. 2003 Annual Meeting; Portland, OR.

2003 Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).

1999 Barbara J. Rowland, Dale Gabrielson, William R. Lynn, Lance Presley, Elizabeth S. Keith. 1999. Effect of Implementation of 2000 ng/mL Opiate Cutoff for DHHS Regulated Specimens.

1999 Childs, Paula, Ph.D., Barbara J. Rowland, MPA, Elizabeth S. Keith, Ph.D., William R. Lynn, Ph.D., Roger R. Rutter, BS, William B. Keith, Ph.D., Effect of 300 vs 2000 ng/mL Opiate Cutoff on DHHS Urine Specimens Reported Positive, Oral Presentation, AAFS, Feb. 1999 Annual Meeting; Orlando, FL.

1998 Lynn, W. R., E. S. Keith, R. L. Rutter, B. Rowland, and W. B. Keith. 1998. Timeline Comparison of GC/MS values for THCA in DHHS Regulated Specimens 1994 vs. 1997. Therapeutic Drug Monitoring and Clinical Toxicology Division – Newsletter American Association for Clinical Chemistry, 13:6-8.

1996 E. S. Keith, W. R. Lynn, B. Rowland J. Irving, and W. B. Keith. 1996. GC/MS Values for THCA in DHHS Regulated Specimens. Poster Presentation, Society of Forensic Toxicology Annual Meeting;
Denver, CO.

1994 Rowland B. J., J. Irving, and E. S. Keith, 1994. Increased Detection of Marijuana Usage with a 50 ng/mL Cutoff. Journal of Clinical Chemistry, 40:2114-2115.

References available upon request.

Curriculum Vitae

DAWN M. HAHN

Quest Diagnostics, Inc.
10101 Renner Boulevard
Lenexa, KS 66219
(913) 577-1632; Fax: (913) 888-1692
E-mail: dawn.hahn@labone.com

EDUCATION

1984 **Bachelor of Arts in Medical Technology**
Northwestern College; Orange City, Iowa

EXPERIENCE

August 2006 - Present
Responsible Person, Laboratory Manager
Quest Diagnostics, Inc.; Lenexa, KS

November 2005 - August 2006
Alternate Responsible Person
Quest Diagnostics, Inc.; Lenexa, KS (formerly Lab*One*, Inc.)

November 2000 - November 2005
Alternate Responsible Person
Lab*One*, Inc.; Lenexa, KS
Responsibilities include: assisting Responsible Persons in the daily operations of forensic urine drug testing laboratory.

July 1999 - Present
Director of Toxicology
Lab*One*, Inc.; Lenexa, KS
Responsibilities include: assisting lab director in hiring, training, and supervising lab personnel; assisting lab director in maintaining toxicology budget; serving as certifying scientist when necessary; interfacing with inspection teams; and supervise the toxicology laboratory in the absence of the lab director.

November 1997 - June 1999
Manager of Toxicology
Lab*One*, Inc.; Overland Park, KS

January 1995 - November 1997
SAT Lab Coordinator
Lab*One*, Inc.; Overland Park, KS

February 1990 - December 1994
GC/MS Operator/Certifying Scientist Forensic Drug Testing Laboratory
Lab*One*, Inc.; Overland Park, KS
Responsibilities include data review, reporting, and gas chromatography/mass spectrometry maintenance on HP 5970 and HP 5971 with Pascal and UNIX.

October 1987 - February 1990	**Generalist, Blood Laboratory** Home Office Reference Laboratory; Overland Park, KS *Responsibilities included working all areas of the laboratory with emphasis on glycohemoglobins. Was charge tech on weekends in the glycohemoglobin department.*
November 1984 - September 1987	**Medical Technologist** Terrell Community Hospital; Terrell, TX *Responsibilities involved working in all areas of the lab, being on call and was in charge when the laboratory manager was absent.*
June 1984 - November 1984	**Medical Technologist** Newburn Memorial Hospital; Jacksonville, TX *Responsibilities included working in all areas of the lab and being on call.*

PROFESSIONAL CERTIFICATIONS AND MEMBERSHIPS

Inspector	National Laboratory Certification Program
Medical Technologist	American Society of Clinical Pathologists (ASCP)
Inspector	College of American Pathologists/Forensic Urine Drug Testing Program
Member	Midwest Association for Toxicology and Therapeutic Drug Monitoring Vice President 2005 - 2006 **President 2006 – 2007**
Member	Society of Forensic Toxicology

PROFESSIONAL MEETINGS

April 2007	Midwest Association for Toxicology and Therapeutic Drug Monitoring Annual Meeting Indianapolis, IN
May 2006	Midwest Association for Toxicology and Therapeutic Drug Monitoring Annual Meeting Peoria, IL
October 2005	Society of Forensic Toxicology, Annual Meeting Nashville, TN
May 2005	Midwest Association for Toxicology and Therapeutic Drug Monitoring Annual Meeting Kansas City, MO

August 2004	Society of Forensic Toxicology, Annual Meeting Washington, D.C.
October 2003	Society of Forensic Toxicology, Annual Meeting Portland, OR
October 2002	Society of Forensic Toxicologists, Annual Meeting Dearborn, MI
May 2000	Midwest Association for Toxicology & Therapeutic Drug Monitoring Annual Meeting; Kansas City, MO
April 1999	National Laboratory Certification Program, NLCP Workshop Research Triangle Park, NC
October 1997	Society of Forensic Toxicologists, Annual Meeting Salt Lake City, UT

PUBLICATIONS AND PRESENTATIONS

2003	William Seiter, Russell Robinson, Tiffany Porter, Barbara Rowland, Dawn Hahn, Michael Lehrer, Lance Presley. Opiate Prevalence in Oral Fluid. Poster Presentation, SOFT, Oct. 2003 Annual Meeting; Portland, OR.
2003	Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).
April 2003	Lance Presley, Michael Lehrer, William Seiter, Dawn Hahn, Barbara Rowland, Melissa Smith, Keith Kardos, Dean Fritch, Sal Salamone, R. Sam Niedbala, Edward Cone. High Prevalence of 6-acetylmorphine in Morphine-Positive Oral Fluid Specimens, Forensic Science International, 133: 22 – 25 (2003).
October 1997	Dawn M. Hahn, Alan E. Davis; Semi-Automated Urine Extraction by a Hamilton 2200 Microlab Extraction Unit; Society of Forensic Toxicologists, Oral Presentation, Annual Meeting; Salt Lake City, UT

References available upon request.

CURRICULUM VITAE

RODICA GRAZIELA PREDESCU, M.D.
Quest Diagnostics Clinical Laboratories
7600 Tyrone Avenue
Van Nuys, California 91405
TEL: 818-376-6158
FAX: 818-376-6010

Education

University of Bucharest Medical School
M.D., 1977

Professional Experience

August 2009 to Present

Forensic Director, NIDA Laboratory, Responsible Person, Director CAP
Quest Diagnostics, Van Nuys, CA

Responsible for the overall operation of the Substance Abuse Testing Laboratory which is certified by the Department of Health and Human Services and the College of American Pathologists to perform forensic urine drug testing. Responsibilities include the assurance of accurate results and reports, method development and validation, quality assurance, and maintaining the level of competence of a staff of 50. The Laboratory performs drug analysis on more than 4000 specimens/day.

August 1991 to July 2009

Quest Diagnostic Clinical Laboratories
Van Nuys, CA

NIDA Laboratory Director, Alternate Responsible Person, Co-Director – College of American Pathologists (CAP).

Responsible for the overall technical supervision of SAMHSA Certified Laboratory. SAMHSA Certified as alternate Responsible Person. This laboratory performs analytical toxicology testing on more than 7000 specimens/day. Duties include the supervision of Quality Control, Chain of Custody, Immunoassay and Gas Chromatography/ Mass Spectrometer (GC/MS) testing. Responsible for the interpretation of analytical toxicology data. Responsible for the maintenance and performance of thirty-six GC/MS systems and six Olympus Analyzers. Responsible for litigation packages and primary alternate for courtroom testimony. Responsible for validation and improvements of methods (GC/MS, Immunoassay).

January 1989 to August 1991 — SmithKline Beecham Clinical Laboratories
Van Nuys, CA

Research Chemist

Responsible for test development of new toxicology assays and the implementation of a wide variety of projects in toxicology, including:

Quantitative analysis by GC/MS for Benzoylecgonine, Opiates, Barbiturates and Benzodiazepines; Separation of Optical isomers of Amphetamine by GC/MS; The analysis of anabolic steroids in urine by GC/MS; Enhancement of Syva EMIT reagents for the analysis of substances of abuse in urine; Evaluation of Chem 1 Analyzer for substances of abuse testing; Quantitative analysis of LSD in urine by RIA and GC/MS; Quantitative analysis of Clomipramine and Norclomipramine in serum by HPLC; Screening and confirmatory procedure for detection of antihypertensive agents, nicotine and diabetes medication, in urine, using a variety of techniques, including high performance thin layer chromatography, gas chromatography, HPLC, and GC/MS.

1986-1988 — International Clinical Laboratories
Santa Fe Springs, CA
GC/MS Specialist

Responsible for the interpretation and review of diagnostic data, Chain of Custody documentation, Quality Controls. Trained personnel, handled silent inquiries and testified as an expert witness. Responsible for STAT and routine forensic tests for drugs of abuse using immunoassay, thin layer chromatography, gas chromatography and GC/MS. Responsible for maintenance and performance of instrumentation, including TDX, MONARCH, COBASBIO, GC/MS, HPLC, GC/MS, GAMMA COUNTER.

1984-1985 — Central Hospital
Tripoli
Medical Doctor-Chief Department of Internal medicine and Drug Rehabilitation Center

Responsible for routine and emergency consultations on various diseases (hypertension, cardiac pulmonary, rheumatic, etc.) Counseled and treated drug addicts.

1980-1984 — Emergency Hospital
Bucharest, Romania
Medical Doctor-Assistant Chief, Department of Internal Medicine.

Responsible for routine and emergency consultations, training personnel and technical operations. Involved in research program for hypertensive diseases. Worked in the academic field as assistant professor and taught internal medicine to medical students and residents.

Professional Societies

California Association of Toxicologists-1990
American Association for Clinical Chemistry-1991.
Society of Forensic Toxicology -2004

Areas of Expertise

Analysis of drugs in biological fluids (blood, urine, oral fluid and hair) by Gas Chromatography/Mass Spectrometry (GC/MS).

The interpretation of analytical toxicology data.
Over 20 years of experience as expert witness for depositions and court testimony.

Presentations

1. *Benzoylecgonine, Quantitative Confirmation in Urine by GC/MS. AAFS, Cincinnati, OH, February, 1990.*
2. *Separation of Optical Isomers of Amphetamine, California Association of Toxicologists., Irvine, CA, ,May, 1991.*
3. *Benzodiazepines in Urine by GC/MS, C.A.T., September, 1991.*
4. *Clomipramine and Norclomipramine in Serum by HPLC, A.A.C.C., Washington, DC, July , 1991.*
5. *Clomipramine and Norclomipramine in Serum by HPLC, C.A.T., San Diego, CA, November, 1991.*
6. *Separation of Optical Isomers of Amphetamine, A.A.C.C., Chicago, July, 1992.*
7. *Benzodiazepines by GC/MS, A.A.C.C., New York, July, 1993.*
8. *Sensitivity and Specificity of Amphetamine Screening Reagents, New Orleans, A.A.C.C. July, 1993.*
9. *Laboratory Experiences with Oral Fluid Testing, California Association of Toxicologists, August 2005. Las Vegas Nevada.*

10. *Laboratory Experiences with GC/GC/MS, California Association of Toxicologists, February 2007. Redondo Beach, CA*

11. *Dean Switch Solutions to Challenging Analytes – Fentanyl and Norcocaine. California Association of Toxicologists, June 2008. Ventura, CA.*

12. *Understanding Forensic Laboratory Testing,NationalDefender Investigator Association September 2009.San Diego*

CERTIFICATIONS:

Expert testimony for the Prosecutor and Scientist: NIJ (National Institute of Justice) & RTI International. Certification No: 104240824

Expert testimony for the Prosecutor and Scientist II: NIJ (National Institute of Justice) & RTI International. Certification No: 800228091

Toxicological Analysis of Drug-Facilitated Crimes for Dummies...and Smarties, Too SOFT October,15th,2007

Critical Flicker Fusion Confusion:Society of Forensic Toxicologists, Inc 2008 Annual Meeting ,Phoenix

Effects of Drugs on Humans Performance and Behavior- a Borkenstein Sampler: Society of Forensic Toxicologists, Inc 2008, Annual Meeting, Phoenix

The Ten Biggest Mistakes Made By Experts-Society of Forensic Toxicologists, Inc October,20Th 2009,Annual Meeting Oklahoma City.

SUSAN P. MILLS
400 EGYPT ROAD
NORRISTOWN, PA 19403
(610) 631-4502

EDUCATION:

M.S. (Clinical Chemistry) 1979
Northeastern University, Boston, MA

B.H.S. (Medical Technology) 1975
Duke University, Durham, NC

EMPLOYMENT HISTORY:

Quest Diagnostics
Formerly SmithKline Beecham Clinical Laboratories
400 Egypt Road, Norristown, PA 19403
Toxicology Department

2000-Present

Operations Director, Responsible Person, Forensic Toxicology
Responsible for all operational aspects of the Forensic Toxicology laboratory including standard operating procedures, personnel, training programs, quality assurance, result certification, methods validation, regulatory compliance and strategic direction.

1995- 2000

Director, Responsible Person, Forensic Toxicology
Assumed permanent Director duties

1993 - 1995

Acting Director, Responsible Person, Forensic Toxicology
Responsible for daily management of the Forensic Toxicology laboratory and staff including generation and maintenance of standard operating procedures, oversight of staff, overall quality assurance, project management and interaction with various regulatory agencies to ensure compliance.

1992 - 1993

Technical Manager, Co-Responsible Person, Forensic Toxicology
Responsible for monitoring technical, processing and client service functions of the department. Duties included maintaining compliance with SOPs and overseeing daily operations of accessioning, technical, certifying scientist and client service areas.

1989 - 1992

Forensic Supervisor
Responsible for coordinating technical and client service operations of forensic testing area to assure compliance with regulatory agencies and corporate protocols. Duties included certification of test results, protocol documentation, client interaction and routine supervisory duties.

1987 - 1989

Shift Supervisor
Responsible for shift operations involving drug confirmation testing and therapeutic drug monitoring. Duties included staffing, scheduling, resolution of technical and production problems, quality assurance, documentation, and evaluation and development of new procedures.

3/87 - 9/87

Mass Spectrometer Specialist
Responsible for daily operation of mass spectrometers and related drug confirmation testing.

1985 - 1987

Medical Technologist II
Worked as group leader to aid senior technologist. Duties included troubleshooting, maintenance, quality control review and methods development and validation. Methodologies included: HPLC, GC, GC/MS, HPTLC, Immunoassays and AA.

SmithKline Bio-Science Laboratories
1777 Montreal Circle
Tucker, GA 30084

1981 - 1985

Assistant Supervisor
Supervisor of area involving drug screening of biological fluids, mass spectrometry and UV/VIS assays. Analytical techniques included TLC, GC/MS, HPLC, RIA, EMIT AND UV scanning.

1979 - 1981

Medical Technologist
Worked as bench level chemist. Duties included therapeutic drug monitoring and drug and heavy metal screening using a variety of techniques.

Massachusetts General Hospital
One Fruit Street
Boston, MA 02114
Pediatric Microchemistry Laboratory

1977 - 1979

Supervisor
Supervised a staff of 18 technologists at the MGH and a satellite lab at the Shriners' Burns Institute.

1975 - 1977

Medical Technologist
Worked as bench level technologist. Duties included chemistry analyses of body fluids, blood gas analyses and capillary blood drawing from neonates and children.

PROFESSIONAL AFFILIATIONS:

American Association for Clinical Chemistry
American Society of Clinical Pathologists
American Academy of Forensic Sciences
California Association of Toxicologists
Society of Forensic Toxicologists
Board Member, American Board of Forensic Toxicology, 2009-Present

CERTIFICATIONS:

1993 Forensic Toxicology Specialist (ABFT) #5004
1990 Toxicological Chemist (NRCC) #2214
1981 Clinical Chemist (NRCC) #1905
1975 Medical Technologist (ASCP) #103520

FORENSIC EXPERIENCE

TESTIMONY

American Arbitration Association
Administrative, Adverse Action and Trial Board Hearings
Montgomery County Court of Common Pleas
New Jersey Municipal Court
New York City Administrative Hearings
New York State Court qualified as expert witness
New York State Unemployment Compensation Review board
Pennsylvania Unemployment Compensation Board of Review

CONTINUING EDUCATION:

Various Workshops and Symposia
AACC National Conventions

Interpretation of Mass Spectra
Hewlett Packard Workshop, April 27-29, 1988, Paramus, NJ

Quadrapole LC/MS for the Chromatographer
Hewlett Packard, February 1989, Valley Forge, PA

Review of GC/MS Theory and Operation
SKBL/Hewlett Packard Workshop, April 22-25, 1989, Norristown, PA

SKBL Operator Training Class
SKBL/Hewlett Packard Workshop, October 23-27, 1989, Naperville, IL

American Academy of Forensic Sciences
National Convention
February 1991 - Anaheim, CA
February 1992 - New Orleans, LA
February 1993 - Boston, MA
February 1994 - San Antonio, TX
February 1997 - New York, NY

Pytechnology Programming and Operation Course
Zymark, August 5-8, 1991, Hopkinton, MA

Society of Forensic Toxicologists, Annual Meeting
1991 - Montreal, Canada
1992 - Hartford, CT
1995 - Baltimore, MD
1997 - Salt Lake City, UT
1998 - Albuquerque, NM
1999 - Rio Grande, Puerto Rico
2000 - Milwaukee, WI
2001 – Detroit, MI
2003 – Portland, OR
2004 – Washington, DC
2005 – Nashville, TN
2007 – Raleigh, NC
2008 – Phoenix, AZ
2009 – Oklahoma City, OK

Armed Forces Institute of Pathology
Forensic Toxicology Workshop, April 29 - May 1, 1992
Bethesda, MD

Inspectors' Training:
National Laboratory Certification Program, July 9-11, 1992, Baltimore, MD
NLCP Workshops - Oct 2001 – Oct 2008
CAP Forensic Urine Drug Testing Program, October 13, 1995, Baltimore, MD
CAP Inspector Training Seminar, February 5-6, 2000, Atlanta, GA
CAP Inspector Training Seminar, October 12, 2002, Dearborn, MI

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DSI Medical Services Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1117 Mearns Rd, P.O. Box 2996

Requester's name and address (optional)
Roger Hornby
Vice President - Business Development

City, state, and ZIP code
Warminster, PA 18974

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
8 0 - 0 2 7 0 1 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 7/19/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

DSI MEDICAL SERVICES, INC
Remittance Address:
P.O. BOX 674451
Detroit, MI 48267-4451
Telephone: 800/770-0531

Invoice 177638

Invoice Date 09/30/11

Terms: Net 15 Days

Bill To:

Example

Customer	Invoice Number	Invoice Date	Invoice Total
V0700A	177638	09/30/11	

Donor ID / SSN	Specimen # / Test Type	Reason for Test / Donor Name	Terminal	Date Tested	Charges
*-**-3632	1822596	Pre-Employment	N/P	09/06/11	
	Lab Fee	Last name, First name			$
	MRO				$
Subtotal for Terminal/Location	N/P		**is 1**	**Specimen(s), Charges are**	**$ 24.00**
-**64	2290652	Random	NP	09/12/11	
	Lab Fee	Last, First			$ Lab/MRO
	MRO				$ Fee
-**-2070	3055414	Random Selectio	NP	09/21/11	
	Lab Fee	Last, First			$ Lab/MRO
	MRO				$ Fee
	Collection Fee - PP				$
***-**-2070	3055477	Post-accident	NP	09/22/11	
	Lab Fee	Last, First			$
	MRO				$
	Collection Fee - PP				$
**-1919	2290653	Random Selectio	NP	09/12/11	
	Lab Fee	Last, First			$
	MRO				$
**-7773	2290654	Random Selectio	NP	09/30/11	
	Lab Fee	Last, First			$
	MRO				$
Subtotal for Terminal/Location	NP		**is 5**	**Specimen(s), Charges are**	**$154.00**
**-1448	505690727	Post-accident	NWI MI	09/14/11	
	Lab Fee	Last, First			$
	MRO				$
Subtotal for Terminal/Location	NWI MI		**is 1**	**Specimen(s), Charges are**	**$ 24.00**
***-**-8497	3055419	Post-accident	TERRE H	09/10/11	
	Lab Fee	Last, First			$
	MRO				$
	Collection Fee - PP				$
Subtotal for Terminal/Location	TERRE H		**is 1**	**Specimen(s), Charges are**	**$ 41.00**
		Grand Total for This Invoice is	**8**	**Items, Charges are**	**$243.00**

Location Code

Collection fee (if using a Quest Site)

Location code total (for all testing)

Grand Total

Please return cover page of invoice with payment to assure proper credit

Drug & Alcohol Program Management Services

Online Substance Abuse Training

Four interactive training modules designed to help foster a drug-free workplace

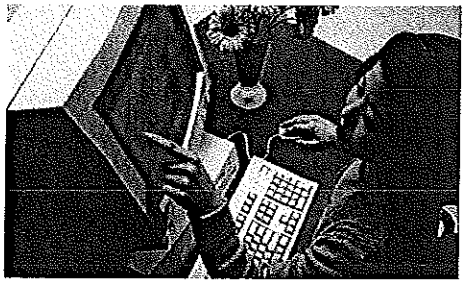
Online training offers:

> Flexible, on-demand training

> Compliance with the Department of Transportation (DOT), the Department of Energy and various state requirements

> Training for supervisors and employees

> Drug and alcohol testing education



Flexible, on-demand training lets supervisors and employees know what to look for.

In the United States, 6.5% of full-time and 8.6% of part-time employees suffer from drug problems,[1] and alcoholism is estimated to cause 500 million lost workdays annually.[2] That's why educating and training your entire workforce about alcohol and drug testing is critical to keeping your workplace drug free.

Employer Solutions offers a comprehensive, online training program that is designed to:

- Comply with federal DOT and numerous state requirements for supervisor and employee training in areas such as "the consequences of drug use on personal health, safety, and work" and the "behavioral cues that indicate drug use"
- Provide an interactive tutorial on each section within a module
- Reinforce learning by quizzing users following each section and at the end of the entire training module
- Track which employees have completed required modules, their test date and their score (a passing score is 80% or greater)
- Enhance employee productivity and reduce costs of medical and workers' compensation claims by promoting a drug-free workforce

Choose from two training programs: employee training and supervisor training

Employee Training Modules:

1) ***Alcohol Testing Education features:***
   - Facts on breath alcohol testing as required by the Department of Transportation (DOT)
   - How breath alcohol content (BAC) is measured
   - Legal limits of BAC
   - Possible courses of action

2) ***Drug Testing Education explains:***
   - The drug testing process
   - Safeguards for protecting employees and employers
   - The chain-of-custody process at the collection site and lab
   - How test results are reviewed and reported

3) ***Employee Education Training teaches:***
   - Information about drugs and alcohol in society and the workplace
   - General information and the physical effects of different types of drugs (including stimulants, depressants and relaxants)
   - The effects of drug use at the workplace
   - Employee responsibility

This module also meets DOT, Department of Energy and Drug-Free Workplace Act of 1988 regulations.

Supervisor Training Modules:

Includes the three employee modules and also module four below:

4) ***Supervisor Education Training instructs:***
   - How to recognize changes in patterns of behavior and other markers
   - How to properly document incidents and behavior
   - How to approach an employee and handle an intervention
   - How to determine the next course of action

This module also satisfies federal supervisory training requirements for the "specific contemporaneous behavioral and performance indicators" of probable drug or alcohol abuse.

1 US Department of Health and Human Services Substance Abuse and Mental Health Services Administration. (2000). 1999 National Household Survey on Drug Abuse. Rockville, MD: US Department of Health and Human Services.

2 National Association of Treatment Providers. (1991). Treatment Is the Answer: A White Paper on the Cost-Effectiveness of Alcoholism and Drug Dependency Treatment. Laguna Hills, CA: National Association of Treatment Providers.

Employer Solutions Meets All Your Drug Testing Needs

A well-educated, well-trained workforce is the key to a drug-free workplace. For more information about this online training program, contact your Employer Solutions representative, call 800-877-7484 or visit us at www.employersolutions.com.

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www.questdiagnostics.com BG1477 10/2005

Quest Diagnostics®

Employer Solutions

OPTIMAL HEALTH CENTER OF CANTON
1030 Marietta Rd.
Canton, GA 30114
Telephone: (770) 720-8668

March 21, 2012

Mr. Steven B. McClure, SPHR
Director of Human Resources
1130 Bluffs Parkway
Canton, GA 30114

RE: Price List / Drug Testing

Dear Mr. McClure,

Sorry to have missed you yesterday. Below is the best pricing structure we can do for the County. It represents a sizeable discount from our private pay accounts. I will you're your office this afternoon to answer any further questions you might have.

As you are aware, you will need MRO services for all Federal DOT collections. I believe you were interviewing companies / consortiums to provide this service. They should supply my office with all the necessary Federal forms / materials to ensure proper collections and reporting. We are happy to work with them to set the protocols up. In almost all cases this consortium schedules your drivers and notifies them of random collections. We work with them directly and are paid a "collection fee", or on occasion we are requested to bill the County for this fee. Typically the cost of collection is built into the fee the MRO office charges you.

Fee Structure 2012:

$12	DOT (Federal Collections) Sample collection and same day transmittal to lab
$30	12 panel drug screen / in house and / or Quest Lab confirmation and analysis
$30	Federal DOT / Breath alcohol tests
$60	DOT / Commercial Driver physical (2 year certificate)

As referenced above, the DOT sample collection fee is separate and not controlled by this office. For example if a truck driver needed a physical and a DOT drug screen it would be $72. However if a driver needed a drug screen and a breath alcohol test we could combine those and discount to $12 collection plus $15 breath alcohol test. Basically the breath tests can be discounted when combined.

Pricing can be much more flexible with non Federal testing when combined and the MRO is not involved.

Quest CODE - GA 866

Collection Hours:

M, T, TH, F 9-1 and 3-6
Wed 3-6
Sat 9-12

We can do offsite collections at your facility if 5 employees or so are to be tested. These would need to be scheduled in advance. Typically Wednesday mornings are ideal to do the off-site testing.

I trust this helps in your decision making process. As indicated when we met, I will do whatever necessary to make sure your program is a success. Please know that your employees will be treated with the utmost respect and confidentiality.

Sincerely,

Dr. G Mac Miller

The Artimes Group LLC

RFP – 2011 - 27
DRUG & ALCOHOL TESTING SERVICES
CHEROKEE COUNTY GOVERNMENT

NOVEMBER 15, 2011

COPY

2453 Powder Springs Road – Suite 215 - Marietta GA 30064 1.800.492.9484

The Artimes Group LLC

November 15, 2011

Cherokee County Board of Commissioners
Attention: Procurement and Risk Management Department
1130 Bluffs Parkway
Canton, GA 30114

RE: Request for Proposal – 2011-27
Alcohol and Drug Screening Services

Dear Procurement Manager;

Thank you for your time and allowing The Artimes Group an opportunity to respond the above referenced RFP, for Cherokee County Government's DOT, Non-DOT Drug and Alcohol Testing Program. Our response has been prepared in accordance with the criteria set forth in the RFP and the following pages encompass our proposal, in addition to the material requested in the bid package.

We have included at the end of the RFP Response the Proposed Project Team Chart, a Company Summary, Management Bios and physician and doctor's curriculum vitae. Prices, terms and delivery outlined in our RFP Response and Proposal are valid for 90-days from the day of bid opening.

We look forward to the opportunity to serve Cherokee County and provide you the same level of commitment that we are currently providing to your neighbors, Cobb County School District, Cobb County Government, The City of Smyrna, The City of Powder Springs, Cobb EMC an others.

I look forward to the opportunity to answer all of your questions regarding our services and deeply appreciate the consideration to remain your trusted, local, hometown provider.

Respectful regards,

Kelly L. Martinez,
Managing Director

SDVOSB

PROUD SERVICE DISABLED VETERAN OWNED BUSINESS

2453 Powder Springs Road, Suite 215
Marietta, GA 30064
Toll Free - 1.800.492.9484
www.theartimesgroup.com

SECTION 1 RESPONSE

RFP – 2011 - 27
DRUG & ALCOHOL TESTING SERVICES

Toll Free - 1.800.492.9484
help@theartimesgroup.com
www.theartimesgroup.com

The Artimes Group

THE ARTIMES GROUP
COMPANY & SERVICE SUMMARY

The Artimes Group is a third party, independent laboratory coordination firm specializing in DOT and Non-DOT Workplace Drug Testing, prescription monitoring and compliance, drug free work place programs and DOT program development and administration. We currently work with six of the best laboratories in the industry to customize laboratory solutions for our client base, which includes, physicians, hospital systems, DOT regulated industry, educational institutions, municipalities and the legal sector. Our nationally operated firm constantly and consistently vets laboratories to determine whether their services are a good match for our client base.

Our vetting process is based on four fundamental criteria, including 1) cutting edge technology and rapid turnaround time, 2) superior customer service and accessibility, 3) transparent and ethical billing practices, and 4) close attention and adherence to regulatory requirements. We do not work with just any laboratory service provider; our providers must be litigation free and in good standing with governmental agencies. Providers with whom we work must guarantee compliance, turnaround time and procedures that keep our clients, patients and the end user in mind.

We are proud to offer our services and consultation to our clients at no charge when they implement one of our highly valuable, liability reducing and potentially revenue generating programs. .

PROGRAMS OFFERED INCLUDE:

- DOT Regulated Drug Testing and Breath Alcohol Screening. Random Consortium Coordination/Administration – All functions are performed to meet 49 CRF Part 40 Guidelines.
- Safety Sensitive Drug Screening – Specifically designed for employers of safety sensitive employees including police, fire, social service providers, heavy equipment operators or individuals who operate company owned vehicles or equipment.
- Prescription Monitoring and Compliance – Ideal for hospital systems, affiliated practices and independent physician practitioners.
- Direct Bill Prescription Monitoring and Compliance – Specifically designed for hospital systems and high complexity labs.
- Monitoring Support Programs – Provider of CLIA Waived instant drug screening kits, laboratory based readers, updated billing codes and updates on regulatory affairs changes.
- Workplace Drug Screening Programs – Includes development of a Drug Free Workplace Policy and establishment of pre-employment and random testing schedules.
- Background Screening Programs – Administered by a staffed licensed private investigator, available for standard pre-employment, CDL verification and Medical Professional screening.
- Court Ordered Drug Testing.
- DNA Paternity Testing.
- Wipe and Spray Assessment – Available for clients wishing to determine if individuals have been in contact, handled or transported illicit drugs.

THE ARTIMES GROUP PROUDLY EMPLOYS:

- Certified Breath Alcohol Technicians
- Certified DOT Collection Specialists
- Certified Hair Follicle Collection Specialists

Service Disabled Veteran Owned Small Business
SDVOSB
CVE

PROUD SERVICE DISABLED VETERAN OWNED BUSINESS

The Artimes Group

REFERENCES:

Mr. James Waggoner
Associate Director of Transportation
Cobb County School District
Phone: 678.594.8000
E-mail: james.waggoner@cobbk12.org
2009 – Present – DOT UDS/BAT, Random/Post Accident & Physicals

Ms. Kathleen Daniel
Human Resources Director
Cobb County Government
Phone: 770.528.2538
E-mail: kathleen.daniel@cobbcounty.org
2009 – Present – DOT/Non-DOT UDS, Post Accident/Random/Pre Employment & Physicals and Background Checks

The City of Smyrna
Carol Lincoln
Human Resources Manager
Department: Human Resources
Phone: 678.631.5332
E-mail: clincoln@ci.smyrna.ga.us
2010 – Present DOT/Non-DOT UDS/BAT, Post Accident/Random/Pre Employment & Physicals

The City of Powder Springs
Ms. Rosalyn Nealy
Human Resources Director
P.O. Box 46
4484 Marietta Street
Powder Springs, GA 30127
Office 770. 943.1666
E-Mail: rnealy@cityofpowdersprings.org
2010 – Present DOT/NonDOT UDS/BAT, Post Accident/Random/Pre Employment

Cobb EMC
Mr. Ronald Culver – Associate Director of Safety
1000 EMC Parkway
Marietta, GA 30060
E-Mail: Ronald.Culver@cobbemc.com
2010 – Present DOT/Non-DOT Randoms and BATS

Mr. Michael Pierce
Executive Vice President
Georgia Northeastern Railroad
109 Marr Avenue
Marietta, GA 30060
Phone: 678.384.6355
E-mail: mpierce@gnrr.com
2009 – Present DOT Randoms/Post Accident/ Follow Up & BATS and Background Checks

The Artimes Group

PROPOSED CHEROKEE COUNTY DRUG & ALCOHOL SCREENING TEAM

Kelly L. Martinez
Managing Director
On-Site Senior Certified Collection Specialist

Artimes Group – Drug Test Services
Designated Collection Facility
Walk In Facility

MedTox MRO
Sara Rinck, MD
DOT/Non-DOT On-Site Collections

Gretchen Koch
Proposed Designated Back Up Off-Site Collector
Facility Coordinator & Facility Based Collector

Dr. S. Charles Saboura
On-Site Physician / DOT Physicals

Bonnie Wilkins
Random Selection Data Base Coordinator
DOT & Non-DOT Employees

Alexandra Carbajal
Proposed Designated On-Site Certified Collection Specialist
Cherokee County Collection Specialist
Certified On-Site Collections DOT and BAT

Cathy Strobeck, CPA
Accounting AP&AR

The Artimes Group

THE TEAM OF DEDICATED PROFESSIONALS – PROUDLY SERVING OUR CLIENTS

KELLY L. MARTINEZ
Managing Director

Ms. Martinez is a nationally recognized Certified Collection Specialist for Drug Collection, holds a certification for Breath Alcohol Collection, is a certified Operator and Calibration Technician for LifeLoc Technologies, holds a certificate for Hair Follicle Collection and is a recognized member of various Rotary Clubs and civic organizations.

Ms. Martinez is the Co-Founder of The Artimes Group, LLC and in her current capacity serves as the company's Managing Director; her role specifically is dedicated to the marketing and business development efforts of the company. Her main focus is servicing government contract clients, specifically for DOT Drug Testing and the implementation of background check programs. She has a passion for preventing drug abuse and diversion in her community and is deeply involved in prescription management drug screening programs for various physicians and healthcare organizations.

Ms. Martinez received a specialized degree in court stenography, from The Cittone Institute in Edison, New Jersey, additionally she spent two years at Ocean County College in pursuit of an Associates Degree – Applied Science, Biology. She has completed the Clinical Research Associate Training Program, courses in Human Research Protection, DIA and the National Medicare Training Program. Ms. Martinez is currently completing a BSN at Kennesaw State University.

ALEXANDRA CARBAJAL
Senior Certified Collector

Alex joined The Artimes Group in 2010 following her internship. Alex is a Certified Breath Alcohol Technical, Certified Calibration Technician, Certified Drug Collection Specialist, Certified Medical Assistance, Certified EKG Tech and is currently studying for her Phlebotomy Certification. She also holds a certification for Hair Follicle Collections and has experience performing DNA/Paternity Collections. Alex has experience in working with patients during DOT and Safety Sensitive Physicals her diligence and attention to detail make her a true asset in and out of the office. Alex is a proud designated team member that supports clients such as Georgia Northeastern Railroad, Blue Ridge Scenic Railroad, Cobb County School District, Cobb County Government, The City of Powder Springs and The City of Smyrna and on average performs over 600 drug and alcohol collections a year.

GRETCHEN KOCH
Office Manager

Gretchen joined The Artimes Group in February of 2011 and is a Certified Breath Alcohol Technician, Certified Calibration Technician, Certified Drug Collection Specialist, Certified Hair Follicle Collector and oversees the phlebotomy program for the company. In her role at Artimes she is responsible for the scheduling of DOT and Non-DOT Regulated Drug and Alcohol collections for corporate and governmental clients for all field collectors. Her day to day responsibilities include managing the front office, attending to any walk-in clientele and interfacing with our designated team of laboratory professionals and Medical Review Officer in order to provide drug testing results in a timely manner to our clients. She ensures that all accounts have all necessary custody control forms, collection and shipping supplies required for field techs and in house staff to effectively perform their functions. Her easy going, diligent, accommodating demeanor is an asset both in and out of the office. She brings her incredible positive energy with her every day, helping the ship sail smoothly.

ALANA L. COBB
Senior Laboratory Coordinator

Alana joined The Artimes Group in August of 2011. Alana's primary function is the support and continuing development of the Company's Prescription Monitoring and Compliance initiative. TAG rolled-out this effort to combat diversion and drug abuse in physicians' offices and local emergency rooms. Alana specifically supports the needs of the physicians that are enrolled in this program that include physicians and hospitals in the State of Georgia, Alabama, North/South Carolina, Tennessee, New York and Louisiana. She bring her fast paced drive and steadfast commitment with her every day and is making great changes in her community and the communities in which our physician practice medicine.

MICHAEL LOTTERSTEIN
Negotiation Specialist

Michael Lotterstein is a strategic partner of The Artimes Group who spearheads a variety of projects including, research and delivery of all lines of product and services (including but not limited to all drug and alcohol testing products offered by the company). Michael's innate ability to negotiate sensitive items has enhanced The Artimes Group's ability to offer a comprehensive compilation of drug testing supplies to our clients. Michael actively pursues new opportunity to enhance our program development and is consistently bringing new platforms to the companies, which turn into programs available to our clients. Michael is the "go-to" person for all items concerning collection devices, clinical accuracy, best practices, contract implementation, pain management program development; he is truly the heartbeat of The Artimes Group. Michael's keen industry sense and experience keep a finger on the pulse of our clients, their needs and the ever changing landscape of drug testing.

GWYNNE WILSON
Corporate Training Coordinator

Gwynne is a Certified Collection Specialist whose primary function within Artimes is to successfully train employees in Best Practices for the drug detection industry. Gwynne is on the cutting edge of ever changing regulations and trains our staff accordingly. Her vast industry knowledge is an invaluable resource and is often consulted in the RFP and Contract Administration process, due to her vast knowledge of industry standards. Gwynne has performed in an outstanding manner in her training capacity as evidenced by the continuing compliments and successes enjoyed by those privileged to have come under her wing. Gwynne is considered the "go-to person" on a variety of topics, including regulatory questions, contract development, best practices and general drug collection guidance. Rarely in life does such a combination of energy, drive and knowledge present themselves as they have with Gwynne Wilson, she is indispensible.

BONNIE WILKINS
Random Consortium Coordinator

Bonnie's day-to-day responsibilities for Artimes include coordinating all DOT and Non-DOT Random Consortium activities with a variety of laboratories for each of our clients. The diligent effort and attention to detail required to successfully perform this function are done with an incredible amount of diligence, ease and professionalism by Bonnie. She pays close attention to the standards set-forth by government agencies and ensures that the administration of all Random Consortium Pools are handled according to regulation. She maintains redundancy in our critical filing system to ensure that our client's records of drug and alcohol collections are secure and available at an off-site location and properly maintained to comply with all DOT and Non-DOT requirements.

THE ARTIMES GROUP IS A PROUD SERVICE DISABLED VETERAN OWNED BUSINESS:

ORLANDO MARTINEZ
Managing Member

Mr. Martinez is the Founder of The Artimes Group, LLC and in his current capacity services as the Managing Member. The company is a majority owned Service Disable Veteran Owned Business and is currently doing business in Georgia, South Carolina, North Carolina, Tennessee, Florida, New York and Massachusetts with national affiliations and capabilities. Mr. Martinez's primary focus is the support of government contracts that require Top Secret clearance and he is responsible for directing the financial matters of the company.

Mr. Martinez has over twenty years experience in public, corporate and cyber safety, including management, planning, design and execution of critical and work place improvement programs during his tenure as a United States Army Non-Commissioned Officer, subsequently as a police officer and most recently serving as a domestic and international critical response engineer, securing the cyber safety of highly visible corporate, governmental and financial institutions. His high visibility clients have included Executive Office of the President, The Department of Defense, Department of Homeland Security, The Pentagon, AMTRAK, Society General and others.

Mr. Martinez attended Mercer University, was graduated Cum Laude, holds a Bachelors of Science in Information Systems, holds numerous Information Technology and management certifications, is recognized by the Veterans Association as a Service Disabled Small Business Owner and participates in a variety of civic organizations and industry related forums

The Artimes Group

The proposed pricing structure outlined below is for The Artimes Group and Drug Test Services to appear at a pre-determined location for the Cherokee County Government four (4) times per year, or one (1) time per quarter, or six (6) times per year or (2) times per quarter, to administer all DOT and Non-DOT Regulated drug and alcohol screenings.

REGULATED DOT COLLECTIONS

5-PANEL LABORATORY DRUG TEST MOBILE COLLECTION – COLLECTION PERFORMED AT YOUR CHEROKEE COUNTY LOCATION

$35.00 per test (price includes overnight shipping, postage and packaging of the specimens, laboratory analysis, Medical Review Officer services and results reporting to Designated Employer Representative). Results provided via e-mail and web based reporting.

- **Screens for DOT Required:** Amphetamines, Cocaine, Marijuana, Opiates and PCP *(MDMA Will be added in October per the new Department of Transportation Ruling handed down in August).*

- Results are generally reported to your Designated Employer Representative 48 hours ***after*** arrival of the specimen at the laboratory. Results are generally received in our office within 12 to 24 hours of receipt at the laboratory.

- We guarantee specimens to be shipped to the laboratory the same business day or the following business day, depending on the hour/day of the performed collection. I.E., Sunday samples will be shipping on Monday.

- Should a Donor experience what the industry coins as ***"Shy Bladder"*** the regulating bodies of the DOT 49 CRF Part 40, allow up to Three (3) Hours for Donor to consume ***Up To*** 20oz. (twenty ounces) of fluid, within the designated period of time, to provide the required 45mL donation. The Certified Collection Specialist will continue with other eligible collections during this wait period. You will not be charged if other collections are occurring.

- The Donor ***must*** provide picture ID (i.e., Driver's License, State Issued ID, Military ID, Passport or Employee Issued Photo Identification.) If no photo identification is available an immediate supervisor must confirm and document verification of identity.

- There is a $25.00 per hour charge for on-site collections. Average collection times are 6 – 10 minutes per donor.

DOT Random Consortium –

$250.00 – A one-time set up fee
$50.00 – Quarterly Maintenance Fee

IF YOU REQUIRE A RANDOM POOL TO BE ESTABLISHED, OUR RANDOM CONSORTIUM PROGRAM INCLUDES:

- Quarterly random selection notification.
- Database updates for staffing changes such as: new hires or terminations.
- Set up of company data base using employee information provided on your Excel spreadsheet (employee information must include: full name of the employee and SSN or employee ID#).
- WE DO NOT REQUIRE YOU TO USE OUR RANDOM PROGRAM.

The Artimes Group

DOT & NON-DOT BREATH ALCOHOL TESTING –

PERFORMED AT YOUR LOCATION OR AT OUR FACILITY ON POWDER SPRINGS ROAD

$25.00 – Evidential Breath Alcohol Testing (EBT), includes **Confirmation Tests at no additional charge** and any necessary calibration rechecks if required.

1. The Artimes Group, LLC shall provide a **Certified Breath Alcohol Technician** (BAT) to perform all required Breath Alcohol Screenings.
2. The Artimes Group, LLC performs all screenings in accordance with 49 CRF Part 40.
3. Should the Donor leave prior to the rescreen it is considered a "***Refusal to Test***" by the DOT and your Drug Free Workplace Policy, and the DER shall be immediately contacted.

NON-DOT OPTION I:

INSTANT DRUG TEST COLLECTIONS – MOBILE COLLECTION AT YOUR LOCATION

$30.00 Per 5-Panel Non-DOT Instant Test (price includes device, collection supplies, shipping & results reporting)* (Made in the USA)

OR

$32.00 Per 10-Panel Non-DOT Instant Drug Test (price includes device, collection supplies, shipping & results reporting)* (Made in the USA) **Highly recommended – determines prescription drug abuse.**

SUGGESTED NON DOT INSTANT TESTS:

5 PANEL TESTS SCREEN FOR: AMPHETAMINES/COCAINE/MARIJUANA/OPIATES/PCP

10 PANEL TESTS SCREEN FOR: Amphetamines / Barbiturate / Benzodiazepine/Cocaine / Methamphetamine / Methadone / Opiates / Oxycodone / PCP / Marijuana – **(other combinations available)**

Ten Panel Test is HIGHLY RECOMMENDED – as it screens for prescription medication.

- 99% accurate and FDA approved
- Donor must provide picture ID (i.e., driver's license, state issued ID, Military ID, or passport).

All positive INSTANT test results will be sent to the laboratory for confirmation to protect the Donor and the Employer. Cost ***per positive*** confirmation drug result is **$28.00 for the first drug confirmed and $12.50 for each additional drug.** Results are reported within 24-72 hours from when they are received at the laboratory and reported to the Designated Employee Representative (DER).

The Artimes Group

POST ACCIDENT/EMERGENCY ALCOHOL TESTING

An on-call Certified Breath Alcohol Technician from the Artimes Group will be provided at the scene of any accident or incident to perform the post-accident breath alcohol collection.

$75.00 – Per hour, plus applicable mileage charges (miles are charged at the rate of $0.50 per mile after the first 10 miles).
$100.00 – After hours Collection Fee. (After 10:00 PM)
$50.00 – After hours Collection Fee (After 6:00 PM but before 10:00 PM)

POST ACCIDENT / EMERGENCY DRUG TESTING –

PLEASE SEE THE FEE SUMMARY ON THE LAST PAGE

PRE-EMPLOYMENT DRUG SCREENING OPTION – PERFORMED AT OUR FACILITY

5-PANEL DOT
5 PANEL NON-DOT OR 10 PANEL NON-DOT DRUG SCREENING

We provide the necessary Custody Control Forms, Collection Devices, Shipping and Transportation Supplies to have ALL pre-employment drug screens reviewed by our laboratory:

$35.00 – DOT PRE-EMPLOYMENT DRUG SCREEN
$32.00 – NON-DOT PRE-EMPLOYMENT DRUG SCREEN (TEN PANEL)

- Negative results will be reports in 24-48 hours of receipt at the laboratory.
- Positive results will automatically be sent for MRO Review.

DOT ANNUAL OR PRE-EMPLOYMENT PHYSICAL

$45.00 – ANNUAL DOT PHYSICAL

Performed at our location and includes:

- Physical Examination
- Urinalysis
- Vision
- Hearing

We are happy to add any additional services to your physical if you require at an additional fee, i.e., lifting test, climbing stairs, chest x-ray or back x-ray.

We also offer a full line of wellness screenings, vaccinations and preventative care, including Flu Shots.

SPECIAL TESTING & SERVICES

HAIR FOLLICLE TESTING

$105.00 - Includes screening for five panels of drugs.

Screening is conducted at our facility. If testing is required at your location there is a $15 appearance/collection fee.

$115.00 - Includes an extended opiate panel in addition to the standard five panel.

Screening is conducted at our facility. If testing is required at your location there is a $15 appearance/collection fee.

STEROID AND DIURETICS DRUG TEST

$125.00 Includes FedEx, lab analysis, collection, GC/MS Confirmation & MRO.
Screening is conducted at our facility. If testing is required at your location there is a $15 appearance/collection fee.

DRUG COURT – K2 / K3 (SPICE OR SYNTHETIC MARIJUANA TEST)

$55.00 – SUPPLIES WILL BE PROVIDED TO YOUR DRUG COURT ADMINISTRATOR OR WE WILL COLLECT

Laboratory services and collection cups are included.

This a highly specialized tested that has only recently become available. If our price is reduced from what we currently pay to the lab we will pass the savings along to our clients.

- Identifies the presence of synthetic cannabinoids in urine.
- Window of detection up to 72 hours.
- Results available via Internet, fax or mail.
- Toll-free customer support services with access to board certified toxicologists

WHAT ARE SYNTHETIC CANNABINOIDS?

These are psychoactive chemicals that are often sprayed on herbal smoking material. They are sold under brand names such as K2, K3, Spice, Genie, Smoke, Pot-pourri, Buzz, Pulse, Hush, Mystery, Earthquake, Ocean Blue, Stinger, Serenity and many others. Users looking for a "legal high" often turn to these herbal smoking or incense products because they do not show up on a standard urine test. These chemicals can be up to four times stronger than standard marijuana. The American Association of Poison Control Centers issued a warning about the dangers of synthetic marijuana products. Governor Purdue banned Synthetic Cannabinoids in the State of Georgia in May of 2010.

The Artimes Group

PRE-EMPLOYMENT BACKGROUND CHECK $ 20.00

RESULTS INCLUDE:

- NATIONAL CRIMINAL (50 STATES)
- TERRORIST WATCH LIST
- SEX OFFENDER DATABASE
- SOCIAL SECURITY TRACE/VERIFICATION (ISSUE DATE , DATE OF BIRTH, ADDRESS VERIFICATION)
- ADDRESS TRACE AND HISTORICAL DATA

MOTOR VEHICLE HISTORY REPORT $ 16.50

RESULTS INCLUDE:

- Motor Vehicle Reports for the State of Georgia for the past seven (7) years.

BENEFITS OF THE PROGRAM

- ☑ ACCESS YOUR BACKGROUND CHECKS THROUGH OUR SECURED WEB BASED PORTAL
- ☑ ORDER SCREENS 24/7
- ☑ ACCESS TO A DEDICATED LICENSED PRIVATE INVESTIGATOR FOR YOUR QUESTIONS
- ☑ MOST RESULTS ARE AVAILABLE IMMEDIATELY
- ☑ RESULTS REVIEWED BY A LICENSED PRIVATE INVESTIGATOR – ALL FLAGGED SCREENS
- ☑ NO SOFTWARE TO PURCHASE
- ☑ MORE ACCURATE THAN E-VERIFY

Service Disabled Veteran Owned Small Business
SDVOSB
CVE

PROUD SERVICE DISABLED VETERAN OWNED BUSINESS

THE ARTIMES GROUP LLC, PROUDLY WORKS IN COOPERATION WITH: QUEST DIAGNOSTICS – LABCORP – MEDTOX - KROLL WESTERN SLOPE - REDWOOD TOXICOLOGY – DNA DIAGNOSTICS CENTER – BACKGROUND SCREENERS OF AMERICA – OMEGA LABS – ACCELA MEDICAL – COVENTRY DIAGNOSTICS

The Artimes Group

SUMMARY OF FEES

DOT 5 PANEL REQUIRED	(YOUR LOCATION)	$ 35.00
DOT 5 PANEL REQUIRED	(OUR FACILITY)	$ 35.00
DOT BREATH ALCOHOL EBT COLLECTION	(YOUR LOCATION OR OUR FACILITY)	$ 25.00
CONFIRMATION BREATH ALCOHOL EBT – (Confirmation Test is Complimentary)		$ 00.00
NON-DOT 5 PANEL INSTANT TEST (Laboratory Confirmation for Positive Not Included)	(YOUR LOCATION)	$30.00
NON-DOT 10 PANEL INSTANT TEST	(YOUR LOCATION)	$32.00
NON-DOT POSITIVE (LABORATORY CONFIRMATION FOR INSTANT TESTS ONLY) – (For First Drug Positive Includes MRO Review)		$28.00
NON-DOT POSITIVE (LABORATORY CONFIRMATION FOR INSTANT TESTS ONLY) – (For Every Drug Positive After First Includes MRO Review)		$12.50
POST ACCIDENT / AFTER HOURS EMERGENCY ON-SITE DRUG COLLECTIONS UNSCHEDULED AFTER HOURS (AFTER 10 PM) DOT OR NON-DOT EMERGENCIES		$100.00
POST ACCIDENT / AFTER HOURS EMERGENCY ON-SITE BREATH ALCOHOL		$50.00
OBSERVED COLLECTIONS (DOT REQUIRED FOR RETURN TO DUTY)		$150.00
HAIR FOLLICLE TESTING – FIVE PANEL	(OUR FACILITY)	$105.00
HAIR FOLLICLE TESTING – EXTENDED OPIATE PANEL	(OUR FACILITY)	$115.00
STEROID AND DIURETICS DRUG TEST INCLUDES FEDEX, LAB ANALYSIS, COLLECTION, GC/MS CONFIRMATION & MRO		$125.00
DOT PHYSICAL		$45.00

PROUD SERVICE DISABLED VETERAN OWNED BUSINESS

CMS

November 14, 2011

To: Artimes Group

From: CMS, a division of MEDTOX Laboratories

Re: Random selection process utilizing DrugPak

Our DrugPak software selects Participants through the Random Selection Process who are subject for testing. The Random Selection software is designed under the premise that the cornerstone of every substance abuse deterrence program is an unbiased random selection. **The ONLY way to ensure that a person is NOT selected, is for the person *not to be included* in the Eligible Pool.**

When selecting participants for a random test, the specified percentage of drug and/or alcohol testing parameters are input, and the computer software uses a basic and complete method to insure unbiased selections. It is a double-blind selections method--one in which neither the administrators nor the participants can predict or affect the outcome. The computer does not examine Participants ID's or length of service, nor does it take into account how many times, when, or whether participants have been tested in the past. It is possible that someone chosen for a random test may have just been selected for a periodic test the day before or was selected in the last selection. The random element of chance of selection is just what is implied....a random chance.

A. Why are some people randomly tested more than once?

"Is the boss singling me out? I just did a random last month? Joe never gets tested? I don't think this thing is random at all!"

Those are not uncommon concerns among some employees, and many employers have been challenged in court to demonstrate that their programs are truly random. The reality is, that in a truly random selection process, a high probability exists that some employees will be selected several times while others may never be selected at all.

Why? **Because after each selection, the employee's name is returned to the same pool, and he or she becomes just as likely as anyone else to be selected the next time.**

Bonnie Wilkins Random Program Administrator Ph: 888-294-7614 bwilkins@medtox.com

MedTox Laboratories
Certifications

MEDTOX adheres to all applicable federal, state and local regulations. Following is a list of our numerous certifications and accreditations. To view an actual certificate, click "View PDF" to the right of the certification name.

CERTIFICATIONS AND ACCREDITATIONS PROFICIENCY TESTING

CAP, Clinical Laboratory Accreditation Program # 3039201	View PDF
CAP, Forensic Drug Testing Accreditation Program # 3039202	View PDF
CMS CLIA ID# 24D0665278	View PDF
Commonwealth of Pennsylvania, Department of Health	View PDF
Medicare Provider # 690000036	
Minnesota Board of Pharmacy License	
National Laboratory Certification Program (DHHS)	
New York State, Department of Health	View PDF
Ohio Department of Health, Blood Lead	View PDF
Oklahoma State, Department of Health	View PDF
OSHA Blood Lead	
OSHA Cadmium	
Quality Management System ISO 13485	View PDF
State of California, Department of Health Services, Cholinesterase Testing for Occupational Health Surveillance	
State of California, Department of Public Health, Clinical Laboratory License	View PDF
State of California, Department of Public Health, Methadone Drug Analysis Laboratory License	View PDF
State of Florida, Agency for Health Care Administration, Clinical Laboratory	View PDF
State of Florida, Agency for Health Care Administration, Forensic Laboratory	View PDF
State of Hawaii, Department of Health	View PDF
State of Maine, Department of Health and Human Services	View PDF
State of Maryland, Department of Health and Mental Hygiene	View PDF
State of Rhode Island and Providence Plantations, Department of Health; Clinical; License Number: LCO00387	View PDF
State of Rhode Island and Providence Plantations, Department of Health; Environmental Lead; License Number: LAO00315	View PDF
State of Vermont, Department of Health	View PDF
Texas Department of Public Safety	View PDF
The American Industrial Hygiene Association, Environmental Lead	View PDF
U.S. Drug Enforcement Administration License	

Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

June 28, 2010

Verification of Certification for: Sara Rinck, M.D.

Certification Number: 050713544

Current Certification Date: June 24, 2010

Expiration Date: June 24, 2016

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after January 1, 2008, recertification is required every six years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

P.O. Box 12873 • Research Triangle Park, NC 27709 ☎ (919) 489-5407 Fax: (919) 490-1010

CURRICULUM VITAE

Sara A. Rinck, M.D.
Home: (562) 494-2668 Cell: (562) 743-1025
email: srinck@ix.netcom.com

Licensure

California 1988
Louisiana 1990

Board Certification

American Board of Family Practice 1989, 1996, 2003

Employment

12-98 to Present	Medical Director/MRO Central Drug System, Inc. Fountain Valley, California
05-02 to Present	Part-Time Staff Physician Universal Care Urgent Care Garden Grove, California
	HealthCare Partners Occupational El Monte, California
03-98 to 07-01	Director GallaCare Industrial/Urgent Care Gallatin Medical foundation Downey, California
05-98 to 10-99	Staff Physician HealthFirst Medical Group Industrial Medicine Santa Fe Springs, California

12-97 to 05-98	Physician Lead Industrial Medicine, Urgent Care/After Hours Clinic MedPartners/Mullikin/Friendly Hills/Talbert Medical Group Long Beach, California
08-96 to 11-97	Staff Physician After Hours Clinic/Urgent Care Medpartners/Mullikin/Friendly Hills Long Beach, California
09-93 to 09-96	Independent Contractor
	Emergency Department Fast Track Torrance Memorial Medical Center Torrance, California
	Emergency Department Lallie Kemp Regional Medical Center Charity Hospital System Independence, Louisiana
	Redi – Med Urgent Care and Industrial Mandeville, Louisiana
09-92 to 06-94	Emergency Department Northoaks Medical Center Hammond, Louisiana
09-91 to 09-92	Director, Urgent Care Ochsner Clinic New Orleans, Louisiana
12-90 to 08-91	Staff Physician Bayshores Urgent Care Center Redondo Beach, California

10-90 to 02-91	Associate Clinical Medical Director FHP Fountain Valley, California
03-89 to 02-91	Acting Director FHP Urgent Care Fountain Valley, California
	Staff Physician FHP Urgent Care Fountain Valley, California
05-88 to 06-89	Part-time Physician Emergicenter King-Drew Medical Center Los Angeles, California
09-78 to 06-81	Part-time Faculty, Biology CSULA Los Angeles, California

Education

07-88 to 06-89	Chief Resident / PGY-III Department of Family Medicine King-Drew Medical Center Los Angeles, California
07-87 to 06-88	PGY-II Department of Family Medicine King-Drew Medical Center Los Angeles, California

07-86 to 06-87	PGY-I Department of Family Medicine King-Drew Medical Center Los Angeles, California
06-86	Doctor of Medicine Drew / UCLA School of Medicine Los Angeles, California
06-76	BA Anthropology UCSB, Santa Barbara, California

Certifications

BLS 1989, 1992, 1994, 1996, 1998, 2000, 2003
ACLS 1989, 1992, 1994, 1996, 1998, 2000, 2003
PALS 1992, 1994, 1997, 1999, 2001, 2003
PALS Instructor 1994
ATLS 1992
American Board of Family Practice 1989, Recertification 1996, Recertification 2003
MROCC Medical Review Officer Certification 1996 Certification # 96-02086 Recertification 2000

Professional Organizations

CMA
MROCC

OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Specialty Brokerage Services
Commercial Lines
2000 Polaris Parkway
Columbus, OH 43240-2007
Tibet Donovan
800-277-2159
614-798-7791

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: CENTR04

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox, Inc	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Central Drug System, Inc
16560 Harbor Blvd., Suite A
Fountain Valley, CA 92708

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabi			MEO1073430.10	08/07/10	08/07/11	Aggregate	$2M/$4M
							Ded	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The State of Idaho, The Department of Agriculture, Correction, Fish and Game, Parks and Recreation, Transportation, The Division of Veteran Services, Idaho State Police and Department of Purchasing are Named Additional Insureds for General Liability.

CERTIFICATE HOLDER

STATE-6

State of California
Calif Dpmnt of Corr and Rehab
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Tibet Donovan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T INSURANCE SERVICES INC
P.O. BOX 10660

JACKSONVILLE FL 32247

CONTACT NAME: CUSTOMER SERVICE CENTER
PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611
E-MAIL ADDRESS: ZSBSERVICECENTER@ZISINTERNET.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MARYLAND CASUALTY	19356
INSURER B : NORTHERN INSURANCE	19372
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
THE ARTIMES GROUP LLC

2453 POWDER SPRINGS ROAD
SUITE 215
MARIETTA GA 30064

COVERAGES **CERTIFICATE NUMBER:** Cert ID 92371 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			PAS003809755	11/28/2011	11/28/2012	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT X LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	ANY AUTO			PAS003809755	11/28/2011	11/28/2012	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC004116317	4/27/2011	4/27/2012	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
MEDICAL OFFICES/ THE ARTIMES GROUP, LLC IS COVERED BY THESE POLICIES FOR GENERAL LIABILITY, AND WORKERS COMPENSATION UP TO THE LIMITS SHOWN ABOVE.

CERTIFICATE HOLDER

CHEROKEE COUNTY BOARD OF
COMMISSIONERS PROCUREMENT
RISK MANAGMENT DEPT
1130 BLUFFS PARKWAY
Canton GA 30114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 1380261 63ARTIMGRO

ACORD # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

CONTACT NAME:
PHONE (A/C, No, Ext): 770 214-1991 FAX (A/C, No): 888-751-2997
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Ins (Stringer Ware)	38970
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Artimes Group LLC
2453 Powder Springs Road Suite 215
Marietta, GA 30064

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional			3CD33015522	11/10/2011	11/10/2012	$1,000,000 Each Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability-Testing Services; Claims Made; Retro Date: 11/10/09; Deductible: $2,500; DNA Testing; HIV Testing

CERTIFICATE HOLDER

Cherokee County Board of
Commissioners Procurement
Risk Management Dept
1130 Bluffs Parkway
Canton, GA 30114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paula D. Layton

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Certificate

This is to certify that Gretchen Koch
has successfully completed the

Urine Drug Screen Collector

Training Course on February 14, 2011

Tom Imbus, Instructor

Safety & Health Connections, LLC
2903 Spencers Way
Browns Summit, NC 27214
336-510-0662
www.safetyhealthconnect.com

(x) Proficient in 49 CFR Part 40 Procedures

(x) Proficiency Training Completed

Expires: February 13, 2016

Certification of Hair Specimen Collector

Gretchen Koch

for the successful completion of the

"Hair Collection Certification Program"

issued by

Omega Laboratories, Inc.

February 23, 2011

President – Omega Laboratories, Inc.

Certificate

This is to certify that Kelly L. Martinez
has successfully completed the

Breath Alcohol Technician

Training Course on August 20, 2009

Instructor

Safety & Health Connections
2903 Spencers Way
Browns Summit, NC 27214
336-510-0662

(x) Proficient in 49 CFR Part 40 Procedures

(x) Proficient in Operation of EBT

Lifeloc Technologies Phoenix 6.0
EBT Make/Model

Expires: August 19, 2014

Certificate

This is to certify that Kelly L. Martinez
has successfully completed the

Urine Drug Screen Collector

Training Course on August 20, 2009

Instructor

Safety & Health Connections
2903 Spencers Way
Browns Summit, NC 27214
336-510-0662

(x) Proficient in 49 CFR Part 40 Procedures

(x) Proficiency Training Completed

Expires: August 19, 2014

Certification of Hair Specimen Collector

Kelly L. Martinez

for the successful completion of the

"Hair Collection Certification Program"

issued by

Omega Laboratories, Inc.

September 18, 2009

President - Omega Laboratories, Inc.

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION

does hereby certify

Kelly L. Martinez

As a Factory Authorized Operator and Calibration Technician on the Phoenix 6.0 Evidential Breath Tester

(A DOT Breath Alcohol Technician Model Course or equivalent must be completed separately to meet all DOT training requirements)

This Certificate is effective as of 8/20/2009

Expiration: 8/20/2014
Instructor: Tom Imbus

AMY EVANS
Training Manager, Lifeloc Technologies, Inc.

Certificate

This is to certify that Alexandra Carbajal
has successfully completed the

Breath Alcohol Technician

Training Course on May 21, 2010

Instructor

Safety & Health Connections
2903 Spencers Way
Browns Summit, NC 27214
336-510-0662

(x) Proficient in 49 CFR Part 40 Procedures

(x) Proficient in Operation of EBT

Lifeloc Technologies Phoenix 6.0
EBT Make/Model

Expires: May 20, 2015

Certificate

This is to certify that Alexandra Carbajal
has successfully completed the

Urine Drug Screen Collector

Training Course on May 21, 2010

Instructor

Safety & Health Connections
2903 Spencers Way
Browns Summit, NC 27214
336-510-0662

(x) Proficient in 49 CFR Part 40 Procedures

(x) Proficiency Training Completed

Expires: May 20, 2015

Certification of Hair Specimen Collector

Alexandra Carbajal

for the successful completion of the

"Hair Collection Certification Program"

issued by

Omega Laboratories, Inc.

July 12, 2010

Jay Davis

President – Omega Laboratories, Inc.

U.S. Department of Transportation
Office of the Secretary
Office of Drug & Alcohol Policy & Compliance

Employer Record Keeping Requirements For Drug & Alcohol Testing Information

Requirement: Employers covered under DOT drug & alcohol testing regulations must maintain records that document their testing program consistent with 49 CFR Part 40 and other industry specific regulations.

Industry specific regulations requiring record keeping are listed in the following:

Industry	Regulation
FAA - Airline	14 CFR part 121 Appendix I, VI; 14 CFR part 121 Appendix J, IV; 49 USC 44703(h)
FMCSA – Motor Carrier	49 CFR part 382.401
FRA - Railroad	49 CFR part 219.901 and 219.903
FTA - Transit	49 CFR part 655.71
PHMSA - Pipelines	49 CFR part 199.227
USCG - Maritime	46 CFR Part 16.260

Note: Employers are required to thoroughly document their program, decision-making and compliance with respective DOT regulations. The drug & alcohol testing documents listed below will only make up a part of the over-all records you will need to keep.

While actually reading the regulations are the best practice, we hope this fact sheet provides a good starting point in answering your questions on record keeping.

What do I keep: Employers are required to keep the following documents:

- Test results.
- Testing process administration.
- Return-to-duty process administration.
- Employee training.
- Supervisor training.

You may also be required to submit an annual report to a DOT agency regarding testing activity and results. For more information on Management Information Systems (MIS) Data reports, please visit: www.dot.gov/ost/dapc/mis.html .

How do I keep them: All DOT drug & alcohol test records must be kept in a secure location with controlled access. Records should be in locked file cabinets. If records are kept electronically, they should be password protected.

Best Practice: Some employers have found separating their drug & alcohol records from personnel records or medical records limits the access of employees to the drug & alcohol records.

May a consortium or Third Party Administrator keep the records: Yes, you may arrange to have a consortium or third party administrator keep some or all of your records. You do not have to maintain a duplicate set of records, but ultimately, it is the employer's responsibility to ensure procedures are in place that guarantee accurate and current records are saved according to DOT regulations.

After a request has been made by an authorized representative of the appropriate DOT agency, records need to be made available for inspection at the employer's principal place of business. Please refer the DOT agency regulation to determine the time frame records need to be made available.

How long must I keep records: Depends on the type of transportation industry in which you are operating. Most DOT agencies have similar requirements, but please see the charts below for a break-down of agency-specific requirements:

FMCSA Requirements

1 Year:	Negative drug test results. Alcohol test results less than 0.02.
2 Years:	Records related to the alcohol and drug collection process.
3 Years	Previous employer records.
5 Years:	Annual MIS reports. Employee evaluation and referrals to SAPs. Follow-up tests and follow-up schedules. Refusals to test. Alcohol test results 0.02 or greater. Verified positive drug test results. EBT calibration documentation.

Indefinite period: Education and Training records, plus two years after ceasing to perform functions.

FTA Requirements

1 Year:	Negative drug test results. Alcohol test results less than 0.02.
2 Years:	Education and training records. Records related to the alcohol and drug collection process.

3 Years	Previous employer records.
5 Years:	Annual MIS reports. Employee evaluation and referrals to SAPs. Follow-up tests and follow-up schedules. Refusals to test. Alcohol test results 0.02 or greater. Verified positive drug test results.

FAA Requirements

1 Year:	Negative drug test results (except for pilot records). Alcohol test results less than 0.02(except for pilot records).
2 Years:	Education and training records. Records related to the alcohol and drug collection process.
3 Years	Previous employer records.
5 Years:	Annual MIS reports. Employee evaluation and referrals to SAPs. Follow-up tests and follow-up schedules. Refusals to test. Alcohol test results 0.02 or greater. Verified positive drug test results. Employee dispute records. Negative drug test results for pilots. Alcohol test results less than 0.02 for pilots.

PHMSA Requirements

1 Year:	Negative drug test results. Alcohol test results less than 0.02.
2 Years:	Training records, alcohol only. Records related to the alcohol and drug collection process.
3 Years	Previous employer records. Training records, drug only.
5 Years:	Annual MIS reports. Employee evaluation and referrals to SAPs. Follow-up tests, and follow-up schedules Refusals to test. Alcohol test results 0.02 or greater. Verified positive drug test results. EBT calibration documentation.

FRA Requirements

2 Year:	Negative drug test results. Alcohol test results less than 0.02. Education and training records. Records related to the alcohol and drug collection process. Employee dispute records.
3 Years	Previous employer records.
5 Years:	Annual MIS reports. Employee evaluation and referrals to SAPs. Follow-up tests and follow-up schedules. Refusals to test. Alcohol test results 0.02 or greater. Verified positive drug test results.

USCG Requirements

1 Year:	Negative drug test results. Alcohol test results less than 0.02.
2 Years:	Records related to the alcohol and drug collection process.
3 Years	Previous employer records.
5 Years:	Employee evaluation and referrals to SAPs. Follow-up tests and follow-up schedules. Refusals to test. Alcohol test results 0.02 or greater. Verified positive drug test results.

Note: The prudent employer establishes a record retention policy that addresses both the DOT agency minimum requirement and other business information needs, e.g. statute of limitations for accidents, etc.

Do I have to keep paper files: Yes. Employers may also keep electronic records for their own purposes, but DOT requires that paper records be kept. Not only does this help answer questions that arise regarding specific documents, such as the federal custody and control form, but the practice facilitates work by inspectors, who have found many companies reluctant to allow them access to their computer systems.

May employees get drug & alcohol records from their current or previous DOT covered employer: Yes. Upon request, employees are entitled to all records about their drug & alcohol tests. An employer must provide records promptly. While some employers require employees to sign a release before releasing records, release of the records cannot be contingent upon receiving any kind of payment from the employee. Employers are required to provide test results and return-to-duty testing records.

May employees get records from the Medical Review Officer (MRO): Yes. Upon request, the MRO must provide all records that are available related to the employee within ten working days. In most instances, the MRO requires a release signed by the employee, and the MRO may charge no more than the cost of preparing, reproducing and shipping the records. Also, the release of the records cannot be contingent upon receiving any kind of payment from the employee.

As an employer what records do I release to other employers: You must provide all the information in your possession concerning employee's DOT drug & alcohol tests that occurred in the two years (or three years for FMCSA covered employees) preceding the request.* This includes information you received from a former employer.

> Note: If you provide information about an employee's DOT drug & alcohol tests obtained from a former employer dating back more than two (or three) years, this is not a violation of DOT regulations or DOT agency rules.

** This does not impact the Pilot Record Improvement Act's 5-year requirement for pilots applying to work for FAA covered employers. (See 49 USC 44703(h)).*

For more information: Visit our website at http://www.dot.gov/ost/dapc or e-mail us at ODAPC@dot.gov or call 202.366.DRUG (3784).

US DOT Drug and Alcohol Testing MIS Data Collection Form

Employers subject to DOT or USCG drug and alcohol testing regulations must submit their annual drug and alcohol testing data as required by their respective DOT Agency or the USCG.

The annual drug and alcohol testing data being submitted for a specific calendar year is to be submitted by March 15th of the following calendar year. Example:

> If you are required to submit drug and alcohol testing data for the calendar year of 2010, then you must submit your data by March 15, 2011.

When submitting their drug and alcohol testing data, employers are to use the following Drug and Alcohol Testing MIS Data Collection Form and instructions:

MIS Data Collection Form and Instruction Sheet

Most DOT Agencies and the USCG now permit (and prefer) you to submit the required drug and alcohol testing data via the internet. If you submit the data via the internet, you are not required to submit a hardcopy. It is recommended employers have a copy of their data available (either hard copy or in electronic format) in the event an auditor or inspector requests a copy.

The following table contains links to DOT Agency and USCG specific web pages that contain instructions on and links to submitting the drug and alcohol testing data via the internet.

Agency	When Employers are required to submit Drug and Alcohol Testing MIS Data	Links to Instructions and to Internet Reporting
FAA	See Note 1 (14 CFR Part 120.119 and 120.219(b))	Link
FMCSA	Upon Request from FMCSA (49 CFR Part 382.403)	Link
FRA	Each Calendar Year (49 CFR Part 219.800)	Link
FTA	Upon Request from FTA (49 CFR Part 655.72)	Link
PHMSA	See Note 2 (49 CFR Part 199.119 & 229)	Link
USCG	Each Calendar Year (46 CFR Part 16.500)	Link

Note 1:

Each part 121 certificate holder:
each calendar year

Entity with 50 or more employees performing safety-sensitive functions that conducts alcohol and drug misuse prevention programs:
each calendar year

All aviation employers not included above:
upon request from FAA

Note 2:

More than 50 covered employees:
each calendar year

50 or fewer covered employees:
upon request from PHMSA

Employers who have additional questions regarding the MIS Data Collection form and reporting process are to contact their respective DOT Agency or USCG program manager.

Contact Us

Office of Drug & Alcohol Policy & Compliance
W62-300
1200 New Jersey Ave, S.E.
Washington, D.C. 20590
Tel: 202-366-3784
800-225-3784
Fax: 202-366-3897
Email:
ODAPCWebMail@dot.gov

FAST LANE
The Official Blog of the U.S. Secretary of Transportation

The Artimes Group

2453 Powder Springs Road, Suite 215
Marietta, GA 30064
1.800.492.9484
404.920.8158 – fax
www.theartimesgroup.com
info@theartimesgroup.com

SECTION 2 – METHODOLOGY / OPERATIONS

Record management – Guidelines followed are set forth below.

Subpart F - Drug Testing Laboratories
§ 40.109 What documentation must the laboratory keep, and for how long?
(a) As a laboratory, you must retain all records pertaining to each employee urine specimen for a minimum of two years.
(b) As a laboratory, you must also keep for two years employer-specific data required in §40.111.
(c) Within the two-year period, the MRO, the employee, the employer, or a DOT agency may request in writing that you retain the records for an additional period of time (e.g., for the purpose of preserving evidence for litigation or a safety investigation). If you receive such a request, you must comply with it. If you do not receive such a request, you may discard the records at the end of the two-year period.

DOT Reporting – Guidelines followed are set forth below.

§ 40.97 What do laboratories report and how do they report it?
(a) As a laboratory, you must report the results for each primary specimen. The result of a primary specimen will fall into one of the following three categories. However, as a laboratory, you must report the actual results (and not the categories):
(1) Category 1: Negative Results. As a laboratory, when you find a specimen to be negative, you must report the test result as being one of the following, as appropriate:
(i) Negative, or
(ii) Negative-dilute, with numerical values for creatinine and specific gravity.
(2) Category 2: Non-negative Results. As a laboratory, when you find a specimen to be non-negative, you must report the test result as being one or more of the following, as appropriate:
(i) Positive, with drug(s)/metabolite(s) noted, with numerical values for the drug(s) or drug metabolite(s).
(ii) Positive-dilute, with drug(s)/metabolite(s) noted, with numerical values for the drug(s) or drug metabolite(s) and with numerical values for creatinine and specific gravity;
(iii) Adulterated, with adulterant(s) noted, with confirmatory test values (when applicable), and with remarks(s);
(iv) Substituted, with confirmatory test values for creatinine and specific gravity; or
(v) Invalid result, with remark(s). Laboratories will report actual values for pH results.
(3) Category 3: Rejected for Testing. As a laboratory, when you reject a specimen for testing, you must report the result as being Rejected for Testing, with remark(s).
(b) As a laboratory, you must report laboratory results directly, and only, to the MRO at his or her place of business. You must not report results to or through the DER or a service agent (e.g., C/TPA).
(1) Negative results: You must fax, courier, mail, or electronically transmit a legible image or copy of the fully-completed Copy 1 of the CCF which has been signed by the certifying scientist, or you may provide the laboratory results report electronically (i.e., computer data file).
(i) If you elect to provide the laboratory results report, you must include the following elements, as a minimum, in the report format:
(A) Laboratory name and address;
(B) Employer's name (you may include I.D. or account number);
(C) Medical review officer's name;
(D) Specimen I.D. number;
(E) Donor's SSN or employee I.D. number, if provided;
(F) Reason for test, if provided;
(G) Collector's name and telephone number;
(H) Date of the collection;
(I) Date received at the laboratory;
(J) Date certifying scientist released the results;

(K) Certifying scientist's name;
(L) Results (e.g., positive, adulterated) as listed in paragraph (a) of this section; and
(M) Remarks section, with an explanation of any situation in which a correctable flaw has been corrected.
(ii) You may release the laboratory results report only after review and approval by the certifying scientist. It must reflect the same test result information as contained on the CCF signed by the certifying scientist. The information contained in the laboratory results report may not contain information that does not appear on the CCF.
(iii) The results report may be transmitted through any means that ensures accuracy and confidentiality. You, as the laboratory, together with the MRO, must ensure that the information is adequately protected from unauthorized access or release, both during transmission and in storage.
(2) Non-negative and Rejected for Testing results: You must fax, courier, mail, or electronically transmit a legible image or copy of the fully-completed Copy 1 of the CCF that has been signed by the certifying scientist. In addition, you may provide the electronic laboratory results report following the format and procedures set forth in paragraphs (b)(1)(i) and (ii) of this section.
(c) In transmitting laboratory results to the MRO, you, as the laboratory, together with the MRO, must ensure that the information is adequately protected from unauthorized access or release, both during transmission and in storage. If the results are provided by fax, the fax connection must have a fixed telephone number accessible only to authorized individuals.
(d) You must transmit test results to the MRO in a timely manner, preferably the same day that review by the certifying scientist is completed.
(e)(1) You must provide quantitative values for confirmed positive drug test results to the MRO.
(2) You must provide numerical values that support the adulterated (when applicable) or substituted result, without a request from the MRO.
(3) You must also provide the MRO numerical values for creatinine and specific gravity for the negative-dilute test result, without a request from the MRO.
(f) You must provide quantitative values for confirmed opiate results for morphine or codeine at 15,000 ng/mL or above, even if the MRO has not requested quantitative values for the test result.
(g) If you confirm 6–AM and find no detectable morphine at LOD upon further testing, you must report that fact to ODAPC immediately.
[65 FR 79526, Dec. 19, 2000, as amended at 66 FR 41951, Aug. 9, 2001; 68 FR 31626, May 28, 2003; 69 FR 64867, Nov.9, 2004; 73 FR 35970, June 25, 2008; 75 FR 49862, August 16, 2010; 75 FR 59107, September 27, 2010]

MRO Reporting – Statue followed follows: 40.163, 40.165, 40167

A. Computerized Random Selection Process

See below information from CMS – A division of MedTox Laboratories.

CMS

Random selection process utilizing DrugPak. Our DrugPak software selects Participants through the Random Selection Process who are subject for testing. The Random Selection software is designed under the premise that the cornerstone of every substance abuse deterrence program is an unbiased random selection. **The ONLY way to ensure that a person is NOT selected, is for the person *not to be included* in the Eligible Pool.**

When selecting participants for a random test, the specified percentage of drug and/or alcohol testing parameters are input, and the computer software uses a basic and complete method to insure unbiased selections. It is a double-blind selections method--one in which neither the administrators nor the participants can predict or affect the outcome. The computer does not examine Participants ID's or length of service, nor does it take into account how many times, when, or whether participants have been tested in the past. It is possible that someone chosen for a random test may have just been selected for a periodic test the day before or was selected in the last selection. The random element of chance of selection is just what is implied....a random chance.

B. Mobile Drug Testing
C. Drug Specimen Collection

DOT 49 CRF Part 40 is followed for all on-site collection procedures.

- Collector appears and identifies the donor via the supervisor
- Donor is provided verbal and written instructions according to the CRF Part 40 (sample attached)
- The restroom is secured by the on-site collector (chemicals removed, water disabled and "blued" additional stalls or facilities secured with tamper evident tape)
- Collector follows all collection instructions and procedures
- Specimen is secured DOT split 30/1 mL's
- Paperwork completed
- Collector documents all events of the collection (field note sample attached)
- Donor dismissed
- Specimen is sent over night to laboratory
- 24-72 hours results are report via email or fax

2. Record Management Process

The Artimes Group provides electronic copies of all CCF forms directly to the MRO and physical copies directly to the host laboratory; an additional physical copy of all CCF forms remain at The Artimes Group.

The Artimes Group archives all physical records at the end of every quarter; however, copies are available upon request. **All records are maintained at our facilities for a minimum of Five Years to exceed requirements of the Department of Transportation.**

- Please see attached documentation about record retention requirements for DOT regulated employees.

CMS houses copies of all previously generated randomized pools.
Central Drug System – the Medical Review Officer, also houses DOT results and any specimen that required an MRO.

3. Annual DOT Reporting Process

The Artimes Group is a third party, independent laboratory coordinator firm and is not required to report directly to the DOT, as we are neither employer nor laboratory. The Laboratory, Random Consortium Coordinator and MRO follow all required DOT reporting guidelines.

4. Laboratory Credentials

MedTox Laboratories credential, certifications and accreditations are attached. Additional information is available at http://www.medtox.com under the tab Company Information, where a downloadable copy, via PDF, is available of all certifications and accreditations.

5. Training

The Artimes Group provides its employees with training via Safety Health Connection for DOT drug screen certification, breath alcohol training and certification and breath alcohol calibration training and certification. The Artimes Group develops drug free workplace programs for clients and enforces such practices in our facility as well. Training is also provided to employees via seminars, videos, continuing education classes. Together with MedTox Laboratories

6. Medical Review Officer

Attached please find the CV and MRO Credentialing of Dr. Sara Rinck.
Certification No. 050713544
Certified by American Association of Medical Review Officers

7. Locations

Testing will be handled on-site for all DOT and Non-DOT Random Screening at a Cherokee County location.

Testing performed at our facility is conducted at:

The Artimes Group
Drug Test Services
2453 Powder Springs Road, Suite 215
Marietta, GA 30064
1.800.492.9484

The selected vendor must be capable of performing the following:

- Computerized Random Selections – Yes
- FTA Compliant BAT – Yes. Current device is the Lifeloc Phoenix 6.0
- Mobile Drug Testing – Yes.
- Computerized record management – Electronic records are available to data transfer to client and copies are housed internally.
- Annual DOT MIS Reporting – MIS reporting is for Employer's Only. See attached.
- Emergency/On-Call Services – The Artimes Group provides 24 hour coverage and services
- Documents of DOT Requirement – The Artimes Group ensures all providers who are required to meet DOT standards including on-site collections, technicians, laboratory, MRO and Consortium Coordinators are in compliance with standards and reporting.
- MRO – Outsource MRO services to Central Drug System, the MRO is Dr. Sara Rinck.
- Substance Abuse Professional – We do not have a staffed SAP and refer these services out.

Steven B. McClure

From: Johnson, Karen M <Karen.M.Johnson@questdiagnostics.com>
Sent: Wednesday, March 14, 2012 3:24 PM
To: Steven B. McClure
Subject: Quest Diagnostics - Cherokee County BOC

Hello Steven:

As the leading provider of drug testing in the nation, Quest Diagnostics appreciates your expressed interest in and / or recognition of our drug testing products and services as well as other offered employer solutions.

Once an account is set-up, we'll get you in the system and provide you with the resources (electronic chain of custody forms) necessary to apply the program requested. You are invoiced the set-up fee your first month and billed there forward monthly for the tests performed the previous month or any Point of Collection products ordered.

Also, below you will find in detail pricing for toxicology services requested.

Set up fee $75.00 (One time fee)

Collection Fees
Quest Collection fee - $10.00
Preferred Collection fee - $14.00 (Non-Quest owned facility that performs a number of services on behalf of Quest)

MRO Services
Medical Review Officer - $4.00 for full review (negatives/positives)
Required for the following states: New York, Connecticut, Montana, Oklahoma, Vermont, Puerto Rico, Iowa & Hawaii.
You may also elect to find an MRO on your own and provide us with the complete details.

The option of positive only review @ $10.00 per test is also available for those states that do not require full review.

Urine Lab Based

Substance Abuse Testing (SAP):
5 panel - $17.00 (amphetamines, cocaine, marijuana, opiates, pcp)

10 panel - $19.00 (amphetamines, cocaine, marijuana, opiates, pcp, barbiturates, methadone, methaqualone, propoxyphene, benzodiazepines)

Department of Transportation (Dot):
7 panel - $19.00 (amphetamines, cocaine, marijuana, opiates, pcp, 6 mam, ecstasy)

For example: Quest ($10.00) + 5 panel test ($17.00) + MRO services ($4.00) = $31.00 per person.

Quest Random Program - $400.00 Annual Fee

Please be advised that Quest does not perform BAT testing at any of our sites. However, many of the Preferred sites provide this service and would bill you directly.

Results are received within 24 hrs or less for negatives and 48-72 hrs for positives, from the time the specimen is received at the lab. Results will be sent via fax and online, per your request. There is no additional for either service.

For Quest collection locations, please visit our website at www.employersolutions.com

If you would like to speak with me about anything mentioned, please give me a call or send an email. However, if you would like me to send the letter of agreement to begin testing services, please let me know.

I look forward to hopefully bringing you aboard.

Karen M. Johnson

Quest Diagnostics | **Internal Sales Executive**| 1201 S. Collegeville Rd | Collegeville, PA 19426 USA | **phone** +1.800.722.6715 ext 4420| **fax** +1.484.971.5027 | Karen.M.Johnson@QuestDiagnostics.com | www.QuestDiagnostics.com

Please think about resource conservation before you print this message

Employees Subject to Random Testing

Employee SSN	First Name	Last Name	Location*	DOT (Yes/No)	DOT Reg Mode**

* Location is only required if you would like the employee's location to appear on your random list, and/or the list to be sorted or page broken by location. Location cannot be more than 10 characters

** DOT Reg Mode is only required if you have DOT covered employees. The DOT Reg Mode must be one of the following DOT Operating Agencies: FMCSA, FTA, FAA, FRA, USCG, RSPA

Note: This list should include all employees subject to random testing under either the US DOT or Company guidelines. Only employees on this list will appear in the random pool group.

Collection Services Pricing

SERVICE	ES FEE per Collection	COMMENTS
Saliva (MOBILE - EMERGENCY)	$60.00	Plus $350 one-time fee + wait time + mileage
Saliva (MOBILE-SCHEDULED) 7AM-7PM	$20.00	$120 minimum fee
Saliva (MOBILE - SCHEDULED) 7PM-7AM	$60.00	$120 minimum fee
Saliva (IN-OFFICE PREFERRED SITES)	$14.00	
BAT (MOBILE - EMERGENCY)	$85.00	Plus $350 one-time fee + wait time + mileage
BAT (MOBILE - SCHEDULED) 7AM-7PM	$65.00	$120 minimum fee
BAT (MOBILE - SCHEDULED) 7PM-7AM	$85.00	$120 minimum fee
BAT (IN-OFFICE PREFERRED SITES)		Zip match required; Pricing from Pricing Manager based on zip match
Urine (MOBILE - EMERGENCY)	$60.00	Plus $350 one-time fee + wait time + mileage
Urine (MOBILE - SCHEDULED) 7AM-7PM	$20.00	$120 minimum fee
Urine (MOBILE - SCHEDULED) 7PM-7AM	$60.00	$120 minimum fee
Urine (IN-OFFICE PREFERRED SITES)	$14.00	Pricing Guidelines allow lower pricing under certain circumstances-see Pricing Guidelines
Hair (MOBILE - EMERGENCY)	$60.00	Plus $350 one-time fee + wait time + mileage
Hair (MOBILE - SCHEDULED) 7AM-7PM	$20.00	$120 minimum fee
Hair (MOBILE - SCHEDULED) 7PM-7AM	$60.00	$120 minimum fee
Hair (IN-OFFICE PREFERRED SITES)	$20.00	Not all Preferred sites perform hair collections
Hair (PSC)	$14.00	Not all PSC's perform hair collections
Third Party Site Collections		Zip match required; Pricing from Pricing Manager based on zip match
Physicals		Zip match required; Pricing from Pricing Manager based on zip match
Emergency Services **(first 2 hours)**	$350.00	Less than 24 hours notice - plus collection fees shown above
Mileage (after first 50 miles round trip)		(Emergencies only) - Current IRS Rate billed in mileage ranges
Wait Time	$60.00	**Per hour** rounded up to the nearest one hour increment, except Emergencies which are billed for any time after the first 2 hours rounded up to the nearest hour
Examiner Testimony-via phone	$125.00	**Per hour**
Event Testing		Ask Pricing Mgr for urine or BFW Group for Blood
Overnight Document Shipping		Varies
Cancellation < 24 hrs notice		70% of services contracted for
Scheduled event < projected number of donors		70% of services contracted for
Sundays and Holidays		1.50 times above rates
Alaska, Guam, Hawaii, Puerto Rico, California, New York City & Long Island		1.25 times above rates

QUALISYS
EMPLOYMENT SCREENING

600 TownPark Lane, NW
Suite 350
Kennesaw, GA 30144

August 1, 2011

Cherokee Area Transporation Svcs
884 Univeter Road
Canton, GA 30115

To Whom It May Concern:

Re: Qualisys Employment Screening Cessation of Operations

We have sincerely valued our business relationship. We are writing to advise you that Qualisys Employment Screening, LLC plans to cease business operations. As per our agreement with you, we are providing you with notice that we will no longer be purchasing services as of sixty (60) days from the date of this letter (the "Termination Date").

We want to be sure that we properly address any outstanding issues as we wind up our business relationship. Therefore, we request that you contact us by August 15, 2011 (see attached form) regarding any outstanding accounts receivables balances we, or our affiliated entities, Aerotek, Allegis, MarketSource or TEKsystems, owe to you as of June 30, 2011.

In addition, we request that you contact us by October 1, 2011 regarding any outstanding accounts receivables balances we, or our affiliated entities, Aerotek, Allegis, MarketSource or TEKsystems, owe to you for any services provided up to the Termination Date. Please provide copies of corresponding invoices for any outstanding amounts due to make sure that we apply any amounts to the appropriate invoices. We will resolve any balances in a timely manner. If we do not hear from you by October 1, 2011 regarding any outstanding balances, we will assume that there are no outstanding balances due and that all invoices for services have been paid in full.

If you would like any further information regarding this notice, we encourage you to contact Lisa Styles at 770-250-3744 and she will be pleased to speak with you. We would be pleased to answer any questions or address any concerns that you may have regarding this notice.

Yours truly,
Qualisys Employment Screening, LLC

By: Lindsay Kirk
Accounting Manager

Phone: 770-250-3700 • Fax: 888-924-1500 • E-Mail: info@qualisysmed.com • www.qualisysmed.com

QUALISYS
EMPLOYMENT SCREENING

600 TownPark Lane, NW
Suite 350
Kennesaw, GA 30144

Accounts Receivable Confirmation Request

August 1, 2011

Cherokee Area Transporation Svcs
884 Univeter Road
Canton, GA 30115
19184

Please indicate the amount that is due to you as of **June 30th, 2011** in the space provided below.

Total balance due as of 6/30/11: _____

Please provide copies of all open invoices and an Aging report that agrees to the amount above along with this letter in order to assist us in paying as quickly as possible.

Please email this letter and any open invoices directly to Lisa Styles at **lstyles@qualisysmed.com** or via fax to (678) 999-8115.

Your prompt response to this request no later than August 15, 2011 will be appreciated.

Very truly yours,

Lisa Styles
Staff Accountant

Form completed by:

_____
(Name)

_____
(Title)

_____
(Phone)

_____
(Date)

QUALISYS
EMPLOYMENT SCREENING

600 TownPark Lane, NW
Suite 350
Kennesaw, GA 30144

RECEIVED
JUL 0 5 2011

July 1, 2011

County Manager/Cherokee County Board of Commissioners
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

Dear County Manager/Cherokee County Board of Commissioners:

Re: Qualisys Employment Screening Cessation of Operations

We have sincerely valued our business relationship. We are writing to advise you that Qualisys Employment Screening, LLC plans to cease business operations. As per our agreement with you, we are providing you with notice that we will no longer be providing services as of ninety (90) days from the date of this letter (the "Termination Date").

We want to be sure that we properly address any outstanding issues as we wind up our business relationship. Please let us know where you would like any records we may hold for you sent and we will coordinate transferring them to you. In addition, if you have any outstanding accounts payable balances with us, we would appreciate it if you could resolve those balances in a timely manner. We certainly understand that you may not continue to purchase services from us through the Termination Date. We are happy to work with you to transition at a time that is convenient for you up through the Termination Date.

If you would like any further information regarding this notice, including information regarding other vendors who can provide similar services to you, we encourage you to contact Camissa McCurdy at 770-250-3760 and she will be pleased to speak with you. We would be pleased to answer any questions or address any concerns that you may have regarding this notice. We have appreciated your business and are happy to assist you as much as possible.

Yours truly,
Qualisys Employment Screening, LLC

By: Mark Mueller
Mark Mueller
Executive Director

Phone: 770.260.3700 • Fax: 888.926.1500 • E-Mail: info@qualisysmed.com • www.qualisysmed.com

Steven B. McClure

From: DAAPS <DAAPS@qualisysmed.com>
Sent: Monday, August 22, 2011 5:54 PM
To: DAAPS
Subject: Reminder of Discontinuation of Services (C2)

Importance: High

If you have already switched to a new service provider and would like to be removed from future reminder notifications, please reply with "Remove" in the subject line.

Qualisys Employment Screening, LLC will be ceasing business operations as of October 1, 2011. We have appreciated the opportunity to provide services to your company. Please note the following regarding our discontinuation of services:

- If you receive drug testing services through Qualisys, **all drug screen collections must be completed on or before September 9, 2011**, in order to be processed by Qualisys.
- Laboratories have already been instructed not to report any results to us for drug screen collections done after September 9, 2011.
- If we get invoiced by a clinic for a drug screen collection conducted by one of our clients after September 9, 2011, we will send the invoice on to that client for payment.
- If you receive background investigation services through Qualisys, **all background investigations must be processed on or before September 1, 2011**, in order to be processed by Qualisys.
- Client access to the Qualisys web site will be terminated as of **October 1, 2011**.

Here is some additional information to assist you with transitioning to another service provider:

- Qualisys has primarily provided Medical Review Officer (MRO) services, clinic setup, background investigation services, and bundled bill payment services to our clients.
- It is not necessary to change your current lab or clinics as long as you select a new service provider that is able to partner with your other vendors.
- One MRO service provider that may meet your drug testing needs is eScreen, and additional information about the services they provide may be obtained at 800- 881-0722 or www.escreen.com .
- Additional resources for MRO providers are http://www.aamro.com/locate/ and http://www.mrocc.com/, and your current lab may also be able to provide a list of recommended MROs using their lab services.
- One background investigation service provider that may meet your background needs is American Background (http://www.americanbackground.com/about.aspx), and additional information may be obtained by contacting Tony Almario, Major Account Executive, at talmario@americanbackground.com or 888-658-8669.

If you have any questions regarding this information, please contact us at 770-250-3760 or DAAPS@qualisysmed.com.

Sincerely,

Qualisys Employment Screening, LLC

This electronic mail (including any attachments) may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than its intended recipient(s).

2.9

Cherokee County, Georgia
Agenda Request

SUBJECT: Set a public hearing for Cemetery Ordinance MEETING DATE: June 19, 2012

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Set a public hearing for July 24, 2012 meeting to consider changes to the Cemetery Preservation Ordinance.

FACTS AND ISSUES:

The Cemetery Preservation Committee and the Planning and Land Use Department have developed a revised Cemetery Ordinance for the Board of Commissioners' consideration.

BUDGET:

Budgeted Amount:	$	Account Name:
Amount Encumbered:	$	Account #:
Amount Spent to Date:	$	
Amount Requested:	$	
Remaining Budget:	$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Set a public hearing for the July 17, 2012 Board of Commissioners meeting.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Article 24 - Cemetery Establishment and Preservation

24.1 Purpose and Intent

Considering the fact that this County has been richly blessed with the heritage and history of its people who are now deceased; that many of these people, in their time, were native pioneers of the County who have played an integral part in making this County what it is today; that many of those who have passed on have been memorialized with resting places in cemeteries, graveyards, and burial grounds that have been abandoned, desecrated, neglected, unmarked, and are threatened by unknowing development; and that such abandoned, desecrated, neglected, and unmarked cemeteries, graveyards, and burial grounds are not a befitting tribute to such honorable citizens of the past, therefore, it is the desire of the Board of Commissioners of Cherokee County to provide for the preservation, protection, and maintenance of all such family and community cemeteries, graveyards, and burial grounds.

24.2 Definitions

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned cemetery. A cemetery which shows signs of neglect, including, without limitation, the unchecked growth of vegetation, repeated and unchecked acts of vandalism, or the disintegration of grave markers or boundaries and for which no person can be found who is legally responsible and financially capable of the upkeep of such cemetery.

Archaeologist. Any person who is a member of or meets the criteria for membership in the Society of Professional Archaeologists and can demonstrate experience in the excavation and interpretation of human graves.

Burial ground. An area dedicated to and used for interment of human remains. The fact that the area was used for burial purposes shall be evidence that it was set aside for burial purposes.

Burial object. Any item reasonably believed to have been intentionally placed with the human remains at the time of burial or interment or any memorial, tombstone, grave marker or shrine which may have been added subsequent to interment. Such terms also mean any inscribed or uninscribed marker, coping, curbing, enclosure, fencing, pavement, shelter, well, stoneware, pottery, or other grave object erected or deposited incident to or subsequent to interment.

CCCPC. The Cherokee County Cemetery Preservation Committee.

Cemetery. A place dedicated to and used, or intended to be used, for permanent interment of human remains. A cemetery may contain land or earth interments; mausoleum, a vault, crypt interments; a columbarium or other structure or place used or intended to be used for the inurnment of cremated human remains; or any combination of one or more of such structures or places.

County Coroner. A person elected pursuant to law as county coroner.

Descendant. A person or group of persons related to a deceased human by blood or adoption in accordance with O.C.G.A.' 19-1-1 et.seq., as amended.

Family Burial Ground. A defined plot of land upon which are located not more than approximately 20 graves.

Genealogist. A person who traces or studies the descent of persons or families and prepares a probative record of such descent.

Human remains. The bodies of deceased human beings in any stage of decomposition, including cremated remains.

Marker. A small individual memorial placed at either the head or foot of a grave. This is sometimes referred to as a headstone or footstone.

Notifying. To develop and implement a plan pursuant to O.C.G.A.' 36-72-5, as amended.

Preserve and Protect. To keep safe from destruction, peril, or other adversity and may include the placement, of signs, markers, fencing, or other such appropriate features so as to identify the site as a cemetery or burial ground and so as to aid in the preservation and protection of such cemetery or burial ground.

Private Cemetery. A cemetery used only by a small segment of a community or by a family, where burials or interments of human remains are made, in which sales or transfers of interment rights or burial plots are not made to the public and in which not more than twenty (20) interments or burials occur annually. Generally, the private cemetery will not exceed ten (10) acres in area.

Public Cemetery. A cemetery open for use by the community at large, where burials or interments of human remains are made, in which sales or transfers of interment rights or burial plots are made available to the public and in which there is no limit on the internments or burials annually. Cemeteries established after the effective date of this ordinance will donate seven (7) percent of the total available burial sites to the County for indigent burials.

24.3 Authority and Delegation

Cherokee County Cemetery Preservation Committee (CCCPC) – The CCCPC shall maintain a record and inventory of the locations of all cemeteries established and permitted pursuant to this article, this includes maintaining original plat of surveys of each new cemetery approved under this code. The committee is also responsible for helping to set policy in the County concerning cemeteries and engaging in public education concerning the importance of cemetery preservation.

County Coroner – The County Coroner is responsible for determining the boundaries of cemeteries discovered during the course of land disturbance.

Planning Director – The Director of Planning and Land Use or designee shall be responsible for reviewing and approving plats for new cemeteries.

24.4 Enforcement Officers

All law enforcement agencies, officers, certified peace officers, and/or officials of the state, or any county code enforcement officer, are hereby authorized, empowered, and directed to enforce compliance with this article.

24.5 Penalties for Violations

It shall be unlawful for any person to operate a cemetery in the unincorporated area of the county unless done so in compliance with the provisions of this section.

A. Violators of the provisions of this chapter shall be subject to the penalties set forth in Article 19 – Remedies and Enforcement of this Code.

B. Any violation of the provisions of this article by any person is hereby deemed to be a violation of a County Ordinance and punishable in the Magistrate Court of Cherokee County. The zoning administrator, the County's code enforcement personnel, or any law enforcement officer of the County is hereby authorized and directed, upon discovery of any violation of any provision of this article, to issue a citation for the violator to appear before the appropriate Court on a day and time certain to answer to the misdemeanor charges.

C. In addition to any other remedy provided in this article, the County may seek injunctive relief to cease and remove any violations of this article in the appropriate court against the appropriate person or entity.

D. Any violation of this article is hereby deemed to be a continuing nuisance and may be abated by an application for injunction or other proceedings allowed by law in the appropriate court.

24.6 Burials

It shall be unlawful for any undertaker or any other person to bury or cause to be buried, or to in any manner aid or assist in the burial of the dead body of any human being in any cemetery or location in the unincorporated area of the county other than an authorized public cemetery or a private cemetery established and approved pursuant to this chapter.

24.7 Operation

It shall be the sole responsibility and duty of the owner, creator, trust or other legal entity which shall own, supervise or have control of a cemetery to ensure that the same shall not at any time constitute a health hazard or be or constitute a nuisance. The owner, creator, trust or other legal entity, which shall own, supervise or have control of a cemetery shall have the right and responsibility of creating rules and regulations necessary to or appropriate for the operation of such cemetery.

24.8 Creation of nuisances

No owner, creator, trust or other legal entity which shall own, supervise or have control of a cemetery shall allow such cemetery to accumulate weeds, trash, junk, filth, or other unsanitary or unsafe conditions so as to create a public health hazard or a general nuisance to those persons residing in the vicinity.

24.9 Cemetery Creation Requirements

A. Permits

No cemetery shall be allowed in the unincorporated area of Cherokee County without the owner, creator, trust or other legal entity having first applied for and obtained from the Planning and Land Use Department, a permit approving the operation thereof. In addition to any other requirements set forth in this chapter, no permit will be granted without compliance with the following:

1. Survey

A plat of survey of the cemetery prepared by a state-registered land surveyor shall be submitted to the Planning and Land Use Department along with the application. Upon approval of the survey by Planning and Land Use, the applicant shall file, or cause to have filed, two signed original copies of the survey with the Superior Court Clerk for recording.

2. Minimum area

No cemetery shall be approved unless the survey provided for in this chapter indicates that the cemetery contains not less than two acres, the entire area of which shall be dedicated to and used only for cemetery purposes.

3. Land use compatibility

The location of the proposed cemetery is to be compatible with adjacent land uses, existing or proposed highways and any other elements or factors deemed by the county to affect the public health, safety and welfare of the inhabitants of the area surrounding the proposed location, including but not limited to the effect on aquifers, wells and ground water, the potential for pollution of nearby streams, lakes and other waters and the suitability of the soil composition for such use. Under no circumstances shall a cemetery be allowed within 250 feet from any known well, aquifer, lake or stream which in the determination of EPD requires a stream buffer.

4. Buffer area

The proposed location must contain a buffer area that is landscaped with trees and/or shrubbery on all sides of the site that is identified on the survey and is not less than ten (10) feet in width.

5. Flood prevention

No cemetery shall lie in whole or in part within a floodplain and certification of the same must be provided upon the survey shown on the latest FEMA flood maps.

6. Identification of boundaries

The boundaries of the proposed cemetery must be clearly marked and delineated by concrete or metal pins or other permanent means of identification. No burials shall be permitted within fifty 50 feet of adjacent property lines.

7. Ingress and egress

Adequate access, ingress and egress to and from the cemetery must be available by public road or private drive.

B. Additional Requirements

1. Fencing shall be installed around the perimeter of the cemetery of sufficient height and strength to keep dogs and wild animals from accessing the cemetery.
2. Any land disturbances in the construction of a cemetery must be subject to all sediment erosion and ground water run-off requirements applicable to other development projects as set forth in the ordinances and regulations of Cherokee County, Georgia.
3. All graves must be marked with an appropriate marker as defined herein that will allow law enforcement authorities to locate graves if necessary for any lawful purposes after interment.
4. All cemeteries shall be subject to the requirements of state law and regulations in effect or as they may exist in the future with regard to perpetual care, re-interment of remains and any such other conditions as may require remediation.
5. All human remains shall be buried in receptacles meeting state standards to protect against contamination of ground water, wells, and aquifers.
6. No human remains shall be buried less than the depth that is customarily used in the funeral industry in Georgia and in accordance with minimum standards for interment as may be adopted by the Secretary of State.

7. Remains of persons who die from communicable diseases must be buried by and under the supervision of a licensed funeral director in accordance with the rules and regulations of the State Funeral Service Board.
8. Human remains must be buried before they begin to decompose as evidenced by odor, or create a danger to the health, safety and welfare of others.

C. Health department approval

The approval of the proposed cemetery must be obtained from the Cherokee County Health Department and submitted with the application.

D. Appeal from denial

Appeals from the denial of a permit authorized by this section shall be to the Board of Commissioners of Cherokee County.

E. Exemption

Any cemetery which as of the effective date of this ordinance has received all necessary state, local and federal permits, has otherwise met all legal requirements to operate, is fully operational and is lawfully receiving human remains for burial, shall be exempt from the requirements of this chapter.

24.10 Cemetery Discovery and Preservation

1. Exemption for Identification of Burial Grounds

The County Coroner is exempt from the requirements of this article for the purposes of identification of burial grounds by probing, magnetometer, or such other processes recognized by the archaeological community.

2. Notification of Disturbed Burial Ground

   i. Any person who knows or has reason to know that a human burial is being disturbed, destroyed, defaced, mutilated, removed, excavated, or exposed shall immediately notify the local law enforcement agency with jurisdiction in the area where the burial ground is located.

   ii. Any law enforcement agency, County department, or other source which finds evidence or receives a report that a burial ground has been located or disturbed shall notify the County Coroner and the ~~cemetery preservation committee~~ CCCPC.

iii. In any development consisting of two (2) or more residential units, when human remains are discovered, all land disturbing activities that may affect normal burial ground shall immediately cease and the discovering party shall notify the local law enforcement agency and the medical examiner of the discovery. The developer shall also be required to run an ad in the legal section of the Cherokee County legal organ to notify any interested parties. Within 48 hours, the medical examiner and local law enforcement shall determine whether or not the grave is part of a cemetery. If it is determined that the grave is part of a cemetery, then the County Coroner shall undertake efforts to identify and preserve the burial ground. If it is determined that it is not a cemetery site, then the local law enforcement agency, in conjunction with the medical examiner, shall be responsible for proper disposition of the remains. Once the County Coroner has established the approximate boundaries of the burial ground, there shall be established a protective buffer not less than fifty (50) feet and a six (6) foot high chain link fence with proper access from the development to the cemetery provided. An appeal of this determination may be made to the Cherokee County Cemetery Preservation Committee. No land disturbing activity shall resume without the express written authorization from the County Coroner or his designee.

iv. When the buffer requirement shall apply to a cemetery developed in connection with a church; the buffer requirement shall extend from the property line of the church property.

v. The above requirement shall not apply for those residential lots established for legacy purposes.

3. Prohibited Acts

i. It shall be a violation of this article to willfully disturb, destroy, deface, mutilate, remove, excavate or expose a burial place without first obtaining a permit pursuant to O.C.G.A.' 36-72-1 et.seq., or as it may be amended from time to time, and following the requirements of this article.

ii. It shall be a violation of this article to fail to report the discovery of human remains or to notify the local authority of the disturbance of a burial ground.

iii. It shall be a violation of this article should any person or entity seeking a permit to disturb a burial place pursuant to O.C.G.A.'36-72-1 et.seq., as may be amended from time to time, and not follow the provisions of this article.

iv. It shall be a violation of this article for any person or entity to fail to comply with the provisions of an approved permit.

4. Cemetery Preservation Application

Any person or entity seeking a permit to develop land on which a cemetery is located pursuant to O.C.G.A.'36-72-4 shall first comply with the following:

i. An application shall be filed with the Planning and Land Use Department including the following information:

a. Evidence of ownership of the land on which the cemetery or burial ground is located in the form of a legal opinion based upon a title search.

b. A report prepared by an archaeologist stating the number of graves believed to be present and their locations such as can be determined from the use of minimally invasive investigation techniques, including remote sensing methods and the use of metal probes, which activities shall not require a permit.

c. A survey prepared by or under the direction of a registered surveyor showing the location and boundaries of the cemetery or burial ground based on an archaeologist's report.

d. A plan prepared by a genealogist for identifying and notifying the descendants of those buried or believed to be buried in such cemetery.

e. A proposal for mitigation or avoidance of the effects of the planned activity on the cemetery or burial ground. If the proposal includes relocation of any human remains or burial objects, the proposal shall specify:

1. The method of disinterment;

2. The location and method of disposition of the remains;

3. The approximate cost of the process; and

4. The approximate number of graves affected

5. Cemetery Preservation Process

i. The application shall be submitted to the CCCPC for review and recommendations. The CCCPC shall be charged with making recommendations regarding the sufficiency of the application submitted as to the following:

a. Notice of descendants.

b. The plan for mitigation and avoidance.

c. The disturbance and adverse effects on the cemetery or burial ground.

d. The survey of the cemetery.

e. The plans for disinterment and reinterment.

ii. ~~Thereafter,~~ The CCCPC shall make a written recommendation within ~~15~~ 30 days to the Board of Commissioners or the Superior Court of the County, which ever may have jurisdiction.

iii. ~~The CCCPC shall conduct a public hearing on the application within 60 days of the filing of the application.~~

iv. Within 15 days after the Board of Commissioners is satisfied that all reasonable efforts has been made to notify descendants, as provided in O.C.G.A.'36-72-6, and following receipt of the recommendations of the CCCPC, ~~the governing authority~~ the Board of Commissioners shall schedule a public hearing at which any interested party or citizen may appear and be given an opportunity to be heard. In addition to the notice required by O.C.G.A.'36-72-6, notice of the public hearing shall be advertised in the legal organ of the County once a week for two consecutive weeks immediately preceding the week in which the hearing is held. The applicant shall be required to post notice signs at the nearest public road and the burial ground not less than ~~80~~ 60 days prior to a public hearing to be conducted ~~by the CCCPC or~~ the Board of Commissioners.

v. Within 30 days after the conclusion of the public hearing, the Board of Commissioners of Cherokee County shall notify the applicant in writing of its decision. The Board of Commissioners shall have the authority to deny the application, with written reasons therefore, to issue a permit adopting the application in whole or in part, or to issue a permit, which may include additional requirements to mitigate the proposed activity's adverse effects on the cemetery or burial ground, including, but not limited to, relocation of the proposed project, reservation of the cemetery or burial ground as an undeveloped area within the proposed development or use of land, and respectful disinterment and proper disposition of the human remains. The Board of Commissioners may adopt the applicant's proposal for mitigation.

vi. The Board of Commissioners shall consider the following in making its determination:

- The presumption in favor of leaving the cemetery or burial ground undisturbed.
- The concerns and comments of any descendants of those buried in the burial ground or cemetery and any other interested parties.
- The economic and other costs of mitigation.
- The adequacy of the applicant's plans for disinterment and proper disposition of any human remains or burial objects.
- The balancing of the applicant's plans for disinterment with the public=s and any descendant's interest in the value of the undisturbed cultural and natural environment.
- Any other compelling factors which the governing authority deems relevant.

vii. Should any applicant or descendant be dissatisfied with a decision of the Board of Commissioners, he may file an appeal, within 30 days of such decision, in the County Superior Court. Until the expiration of time for appeal as set forth in O.C.G.A.'36-72-11, the applicant shall not begin or resume activities which comply with the permit issued by the Board of Commissioners. If an appeal is filed, the applicant may begin or resume activities which comply with the permit only upon consent of the Board of Commissioners and the party seeking judicial review or upon the order of the reviewing court for good cause shown.

viii. The County Coroner shall be responsible for inspecting and determining whether the provisions of the permit have been properly completed.

ix. Notwithstanding any provisions of this article to the contrary, when any agency, authority, or political subdivision of the state seeks to file an application for a permit under this article, the County Superior Court shall have exclusive jurisdiction over the permit application. The Superior Court shall conduct its investigation and determination of the permit in accordance with O.C.G.A.'36-72-6 through 36-72-8, as may be amended from time to time.

B. Same Fees

The fee for filing an application for a permit under this article shall be established by the Board of Commissioners pursuant to O.C.G.A.'36-72-10, as may be amended from time to time.

24.11 Cemetery Preservation Committee

A. Purpose

The Board of Commissioners hereby declare it to be the purpose and intent of this division to establish a committee for the purpose of providing a uniform procedure for the identification, preservation, protection, and maintenance of cemeteries, graveyards, and burying grounds, in accordance with the provisions of this article.

B. Created; Appointment of Members; General Powers

The title of the committee established by this article shall be the Cherokee County Cemetery Preservation Committee. The Board of Commissioners, one appointment per Commissioner shall appoint committee members, and shall have the powers and authority as designated by this article or as directed by the Board of Commissioners. All committee members shall be subject to any and all codes of ethics which may apply to the Board of Commissioners.

C. Position within County Government

The CCCPC shall be considered a part of the planning and land use function of the County.

D. Composition; Terms and Compensation of Members

The CCCPC shall consist of five members appointed by the Board of Commissioners, who shall be residents of the County who have demonstrated special interest in the identification, preservation, and maintenance of County cemeteries and graveyards. Each member of the Board of Commissioners shall be entitled to appoint one member to the committee. The term of each member shall run concurrently with and at the pleasure of the appointing Commissioner's term of office and until a successor is appointed and qualified. If an appointing Commissioner is no longer in office due to a general election or a special election in which more than one year remains in that Commissioner=s term, any member appointed by that Commissioner shall be subject to removal with or without cause and without regard to any unexpired term of the newly elected Commissioner filling such seat. The newly elected Commissioner shall have the right to appoint a new member to the committee under the same requirements as his/her predecessor as set forth in this section. Members do not receive a salary, although they may be reimbursed for expenses if such expenses are approved by the Board of Commissioners.

E. Powers Enumerated

1. The cemetery preservation committee shall be authorized to:

    i. Formulate a Countywide cemetery preservation plan that shall include but not be limited to:

        a. Determine the identification and location of all known cemeteries in the County.

        b. Determine the status and needs of each cemetery and prioritize rehabilitation.

        c. Establish and publish guidelines regarding cemetery preservation, maintenance, landscaping, security, development, and other information.

d. Establish procedures within the County Planning and Zoning department and with the County Coroner regarding the review of zoning and variance applications involving cemeteries or property immediately adjacent to cemeteries; provide recommendations to the Planning Commission, Cherokee County Cemetery Preservation Committee, and Board of Commissioners on all zoning and variance applications within the purview of this article; and assist the development and inspections department regarding the enforcement of all such stipulations and conditions.

ii. Recommend to the Board of Commissioners specific cemeteries and graveyards that have been determined to be abandoned or not maintained and should be acquired by the County under O.C.G.A.'36-1-23.

iii. Provide for the preservation and maintenance of those cemeteries that have been placed under jurisdiction of the County and; on an as needed basis, private or family cemeteries that do not have the financial ability to properly maintain a cemetery if such funds are approved by the Board of Commissioners.

iv. Conduct educational program regarding cemetery preservation as a means of increasing public awareness and support.

v. Assist in legal research and legal action, as required, regarding cemetery relocation, maintenance, and security measures as defined by state statute or County ordinance.

vi. Establish appropriate and necessary liaisons and contacts with other appropriate boards, commissions, departments, organizations, and municipalities within the County.

vii. Provide guidance and suggestions to the Board of Commissioners relative to ordinances dealing with cemeteries.

viii. Provide guidance and suggestions to the state legislature regarding changes and updates to the state code relative to cemetery preservation.

ix. The cemetery preservation committee shall not financially obligate the County in any manner without the prior approval of the Board of Commissioners.

F. Rules of Procedure

The cemetery preservation committee shall adopt rules for the transaction of its business, officers and their election and duties, provisions for the time and place for regular meetings, and for the calling of special meetings. The committee shall have the flexibility to adopt rules of procedure without amendments to this article. A quorum shall consist of a majority of its members. Robert's Rules of Order shall determine the order of business at all times.

G. Funding

The cemetery preservation committee shall have the authority to accept donations in addition to County appropriated funds if the Board of Commissioners approves such funds.

H. Records; Meetings

A public record shall be kept of the cemetery preservation committee's resolutions, proceedings and actions. All meetings of the committee shall be open to the public.

2-10

Cherokee County, Georgia
Agenda Request

SUBJECT: ARC Funding changes MEETING DATE: June 19,2012

SUBMITTED BY: Nathan Brandon- Director Senior Services

COMMISSION ACTION REQUESTED: Review and approve the attached budget transfer/amendment.

FACTS AND ISSUES: The Atlanta Regional Commission has removed SSBG as a funding source for the ARC FY2013, which begins July 1, 2012. ARC has added additional funding under Title IIIB in an attempt to keep the funding reimbursement totals close.
This amendment removes SSBG from the County budget for the remaining County FY2012 and increases the Title IIIB funding for the remaining County FY2012 budget. There is no change to the overall budget; however, there are changes to the overall funding sources:
Total SSBG reduction is $8,630 ($7,594 Federal Grant, $1,036 County Match). This reduction is with the Information and Assistance program and Transportation Voucher program.
Total Title IIIB increase is $8,630 ($7,334 Federal Grant, $432 State Grant, $864 County Match). The increase replaces the reduction of SSBG with the Information and Assistance program and Transportation Voucher program.
Overall, Federal Grant reimbursement is decreased $260, State Grant reimbursement is increased $432, and County match is decreased $172.

BUDGET:

Budgeted Amount:	$	Account Name:
Federal:	$	Account #:
State:	$	
Local:	$	
Remaining Budget	$	
Budget Adjustment Necessary:	See Attachment.	

ADMINISTRATIVE RECOMMENDATION:
Approve and sign the attached budget transfer/amendment form.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR: Nathan Brandon

COUNTY MANAGER:

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

Instructions:

* For budget amendments increasing or decreasing the budget revenues must equal expenditures.
* For budget transfers the net total should equal zero.
* Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
* Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
* The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

REVENUES:

Department Org Code	Object	Account Name	Amount
22160	331100.IASBG	FEDERAL GRANTS	$ (4,114.00)
	391200.IASBG	TRANSFER/GEN FUND-GRANT MATCH	$ (561.00)
	331100.T3BIA	FEDERAL GRANTS	$ 3,973.00
	334100.T3BIA	STAE GRANTS	$ 234.00
	391200.T3BIA	TRANSFER/GEN FUND-GRANT MATCH	$ 468.00
	331100.TVSBG	FEDERAL GRANTS	$ (3,480.00)
	391200.TVSBG	TRANSFER/GEN FUND-GRANT MATCH	$ (475.00)
	331100.TRV3B	FEDERAL GRANTS	$ 3,361.00
	334100.TRV3B	STAE GRANTS	$ 198.00
	391200.TRV3B	TRANSFER/GEN FUND-GRANT MATCH	$ 396.00
		Net Change in Revenues	$ -

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
2.5521.000	511100.IASBG	REGULAR EMPLOYEES	$ (4,675.00)
	511100.T3BIA	REGULAR EMPLOYEES	$ 4,675.00
	523500.TVSBG	TRAVEL	$ (3,955.00)
	523500.TRV3B	TRAVEL	$ 3,955.00
		Net Change in Expenditures	-

PURPOSE OF TRANSFER/ AMENDMENT

To move previously assigned SSBG funding to Title IIIB funding, due to ARC cuts of all SSBG funding starting ARC FY2013 (July 1, 2012). No change to overall budget; however, this does decrease overall Federal Grant reimbursements by $260, increase State Grant reimbursements by $432 and decreases the County Match by $172 through the end of County FY2012.

Department Head Approval: _____

Agency Director Approval: Nathan Brandon

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) _____

Agenda No.
3.1

Cherokee County, Georgia
Agenda Request

SUBJECT: ZBA Appeal **MEETING DATE:** June 19, 2012

SUBMITTED BY: Vicki Taylor Lee, Zoning Administrator

COMMISSION ACTION REQUESTED:

Request to consider hearing the appeal of a denial by the ZBA of Case No. 12-06-15V Michael Jorge.

FACTS AND ISSUES:

Mr. Jorge originally requested both front and rear building setback reductions in order to split a lot in Belmont Trace and build two homes. Following the denial, Mr. Jorge committed to building only one home, but still needs a rear building setback reduction so that the proposed new home will align with the existing homes on either side.

BUDGET:

Budgeted Amount:	$	Account Name:
Amount Encumbered:	$	Account #:
Amount Spent to Date:	$	
Amount Requested:	$	
Remaining Budget:	$	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Please place this agenda item for the November 17, 2009 Board of Commissioners meeting.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP

GARVIS L. SAMS, JR.
JOEL L. LARKIN
PARKS F. HUFF
JAMES A. BALLI

MELISSA P. HAISTEN
JUSTIN H. MEEKS

SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770·422·7016
TELEPHONE
770·426·6583
FACSIMILE

SAMSLARKINHUFF.COM

June 12, 2012

VIA FEDERAL EXPRESS

Mr. Buzz Ahrens, Chairman,
Mr. Harry Johnston, Commissioner, Mr. Jim Hubbard, Commissioner
Ms. Karen Bosch, Commissioner, & Mr. Jason Nelms, Commissioner
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114

Re: Appeal of ZBA Case No. 12-06-015V- Mike Jorge
296 Ascott Lane, Woodstock, Georgia

Dear Cherokee County Board of Commissioners:

Please accept this letter as an appeal of the Zoning Board of Appeals decision from June 7, 2012 regarding the variance request for Mike Jorge. This appeal is being filed pursuant to Cherokee County Code Sec. 15.18(a). After the Zoning Board of Appeals hearing, the applicant met with the adjacent property owners who support aspects of the applicant's request. The applicant believes that he can work with the neighbors to present the Board of Commissioners a variance request that is supported by the adjacent neighbors and the Belmont Trace Homeowner's Association. The adjacent neighbors are receiving a courtesy copy of this Letter of Appeal so that they can be included in the process. The applicant looks forward to resolving this issue in a favorable fashion before the Board of Commissioners.

Respectfully Submitted,

SAMS, LARKIN & HUFF, LLP

Parks F. Huff
phuff@samslarkinhuff.com

PFH/snw

cc: Mr. Brian Mott – Via First Class Mail @ 294 Ascott Lane
Ms. Tonya Duncan – Via First Class Mail @ 298 Acsott Lane
Ms. Vicki Taylor-Lee, AICP – Via E-Mail & First Class Mail
Paul B. Frickey, Esq. – Via E-Mail & First Class Mail
Ms. Christy Black, County Clerk – Via E-Mail & First Class Mail

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2110D 003
1504 038
Bells Ferry Rd

Plat Book 96 Pg 157
Filed and Recorded 3/22/2007 3:30:00 PM
20-0087-0009-06
Patty Baker
Clerk of Superior Court Cherokee County, GA

FIELD BOOK 73, PAGE 03; FILE R1730

LEGEND:

1) I.R.S. – IRON PIN SET (#5 R.)
2) I.P.F. – IRON PIN FOUND (#5 R.)
3) L.L.L. – LAND LOT LINE
4) R/W – RIGHT OF WAY
5) ℄ – PROPERTY LINE
6) ℄ – CENTER LINE
7) R – REINFORCING BAR
8) P/P – POWER (OR) PHONE POLE
9) N/F – NOW OR FORMERLY
10) ———————FENCE (APPROX. LOC.)
11) —/—/—OVERHEAD UTILITY LINE
12) B.L. – BUILDING LINE
13) D.E. – DRAINAGE EASEMENT
14) (XXX) – STREET ADDRESS
15) C.B. – CHORD BEARING
16) C.D. – CHORD DISTANCE
17)

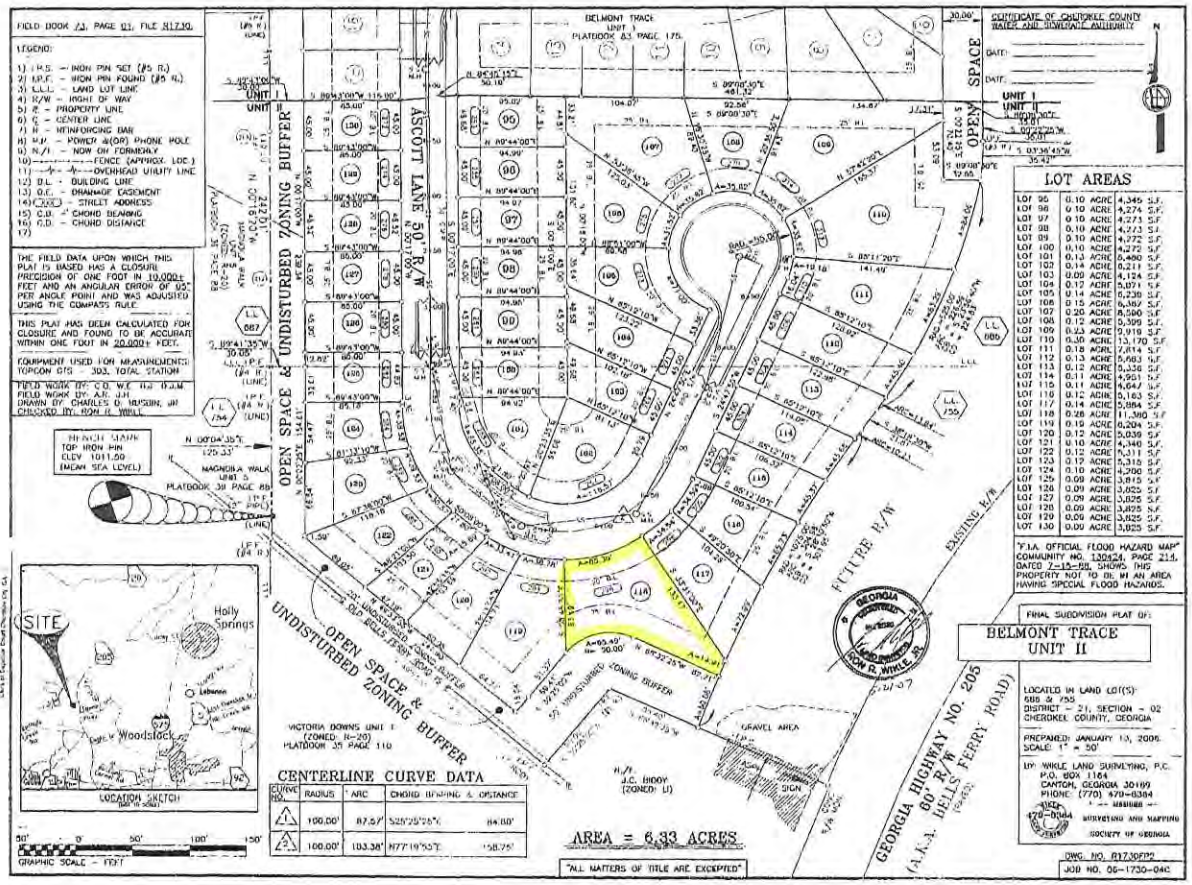
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FEET AND AN ANGULAR ERROR OF 05" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 20,000+ FEET.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS – 303, TOTAL STATION

FIELD WORK BY: C.D. W.E. R.J. D.G.M.
FIELD WORK BY: A.R. J.H.
DRAWN BY: CHARLES D. MUSGIN, JR.
CHECKED BY: JOHN R. WIKLE

BENCH MARK
TOP IRON PIN
ELEV 1011.50
(MEAN SEA LEVEL)



CENTERLINE CURVE DATA

CURVE NO.	RADIUS	ARC	CHORD BEARING & DISTANCE	
1	100.00'	87.57'	S25°25'25"E	84.80'
2	100.00'	103.38'	N77°19'55"E	158.75'

AREA = 6.33 ACRES

"ALL MATTERS OF TITLE ARE EXCEPTED"

LOT AREAS

LOT 95	0.10 ACRE	4,349 S.F.
LOT 96	0.10 ACRE	4,274 S.F.
LOT 97	0.10 ACRE	4,273 S.F.
LOT 98	0.10 ACRE	4,273 S.F.
LOT 99	0.10 ACRE	4,272 S.F.
LOT 100	0.10 ACRE	4,272 S.F.
LOT 101	0.13 ACRE	5,460 S.F.
LOT 102	0.14 ACRE	6,211 S.F.
LOT 103	0.09 ACRE	4,124 S.F.
LOT 104	0.12 ACRE	5,071 S.F.
LOT 105	0.14 ACRE	6,239 S.F.
LOT 106	0.15 ACRE	6,367 S.F.
LOT 107	0.20 ACRE	8,590 S.F.
LOT 108	0.12 ACRE	5,399 S.F.
LOT 109	0.23 ACRE	9,919 S.F.
LOT 110	0.30 ACRE	13,170 S.F.
LOT 111	0.18 ACRE	7,814 S.F.
LOT 112	0.13 ACRE	5,663 S.F.
LOT 113	0.12 ACRE	5,336 S.F.
LOT 114	0.11 ACRE	4,951 S.F.
LOT 115	0.11 ACRE	4,647 S.F.
LOT 116	0.12 ACRE	5,163 S.F.
LOT 117	0.14 ACRE	5,884 S.F.
LOT 118	0.26 ACRE	11,380 S.F.
LOT 119	0.15 ACRE	6,204 S.F.
LOT 120	0.12 ACRE	5,036 S.F.
LOT 121	0.10 ACRE	4,340 S.F.
LOT 122	0.12 ACRE	5,311 S.F.
LOT 123	0.12 ACRE	5,315 S.F.
LOT 124	0.10 ACRE	4,200 S.F.
LOT 125	0.09 ACRE	3,815 S.F.
LOT 126	0.09 ACRE	3,825 S.F.
LOT 127	0.09 ACRE	3,825 S.F.
LOT 128	0.09 ACRE	3,825 S.F.
LOT 129	0.09 ACRE	3,825 S.F.
LOT 130	0.09 ACRE	3,825 S.F.

F.I.A. OFFICIAL FLOOD HAZARD MAP COMMUNITY NO. 130424, PAGE 215, DATED 7-15-88, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

FINAL SUBDIVISION PLAT OF:

BELMONT TRACE UNIT II

LOCATED IN LAND LOT(S): 666 & 755
DISTRICT – 21, SECTION – 02
CHEROKEE COUNTY, GEORGIA

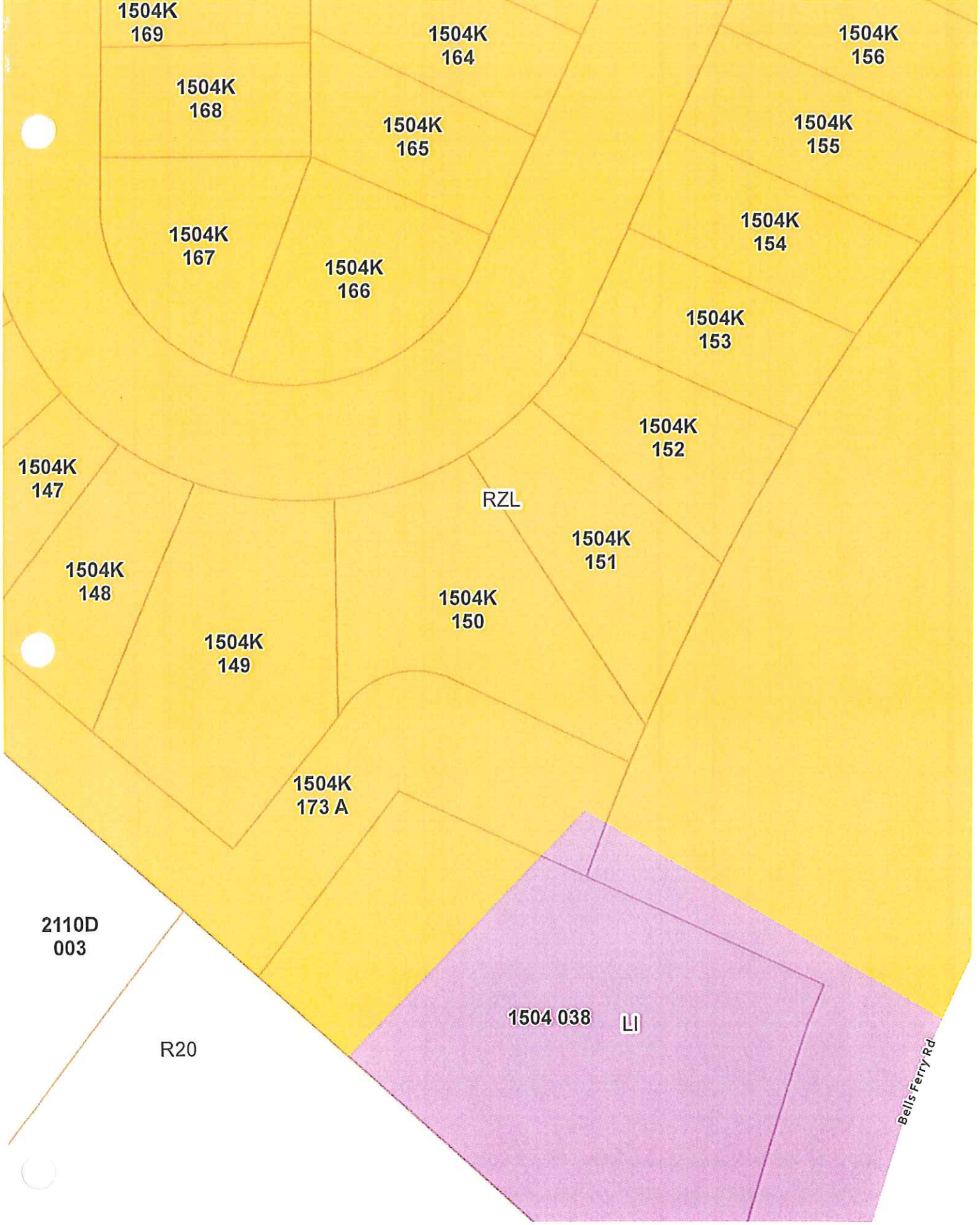
PREPARED: JANUARY 13, 2006
SCALE: 1" = 50'

BY: WIKLE LAND SURVEYING, P.C.
P.O. BOX 1164
CANTON, GEORGIA 30169
PHONE: (770) 479-6384

GEORGIA REGISTERED LAND SURVEYOR JOHN R. WIKLE, JR.

470-0044 SURVEYING AND MAPPING SOCIETY OF GEORGIA

DWG. NO. R1730FP2
JOB NO. 06-1730-04C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