



# Certificate of Recognition

Angie Carter

In recognition of excellence and achievement in winning Ms. Senior Cullman County and first alternate in the Ms. Senior Alabama Pageant in 2023.

  
Jeff Clemons, Chairman

  
Kerry Watson, Commissioner District 1

  
Garry Marchman, Commissioner District 2

  
Kelly Duke, Commissioner District 3

  
Corey Freeman, Commissioner District 4

# CULLMAN COUNTY COMMISSION PROCLAMATION

## Domestic Violence Awareness Month

**WHEREAS**, domestic violence is a major public concern for our State and Nation and is now the single largest cause of injury to women; and

**WHEREAS**, domestic violence affects people of all ages, racial, socioeconomic, educational, religious, and occupational segments of our society, especially children; and

**WHEREAS**, children from violent homes are physically abused or seriously neglected at a rate significantly higher than the national average and have greater risks of alcohol/drug abuse, juvenile delinquency, cognitive and developmental problems as well as fear, anxiety, and guilt; and

**WHEREAS**, domestic violence is not a private family matter but a crime, the consequences of which reach with devastating effects on the communities, schools, and workplaces of our nation; and


**WHEREAS**, domestic violence represents a pattern of assault and coercive behavior that will escalate in frequency and severity if intervention does not occur, and

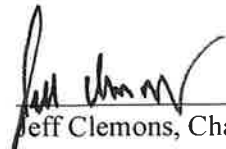
**WHEREAS**, public awareness and education about domestic violence are needed as well as uniform efforts on the part of government, health professionals, law enforcement, religious organizations, educators, and community associations to address domestic violence through prevention, intervention, and treatment for victims and perpetrators.

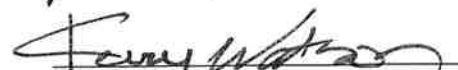
**NOW, THEREFORE, THE CULLMAN COUNTY COMMISSION** proclaims that October 2023 be designated as Domestic Violence Awareness Month and urges our citizens to recognize and assist all those that serve the rights and needs of victims of domestic violence.

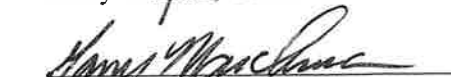
DONE AND PROCLAIMED this the 17<sup>th</sup> day of October 2023.

Attest:

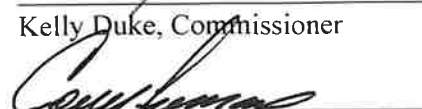
  
Tiffany Merriman,  
County Clerk

  
Jeff Clemons, Chairman

  
Kerry Watson, Commissioner

  
Garry Marchman, Commissioner

  
Kelly Duke, Commissioner

  
Corey Freeman, Commissioner

# CULLMAN COUNTY COMMISSION PROCLAMATION

## Breast Cancer Awareness Month

**WHEREAS**, during National Breast Cancer Awareness month, we honor all those who lost their lives to breast cancer, and stand in unity with breast cancer survivors, those currently battling the disease, friends and family of a diagnosed patient and applaud the efforts and advancements made in the search for a cure;

**WHEREAS**, an estimated 300,000 women will be diagnosed with breast cancer in the United States in 2023, and although, both women and men can have breast cancer, women are at a higher risk; women with family history of breast cancer, women older than fifty, or those who are not physically active, are at a higher risk; and,

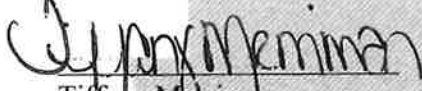
**WHEREAS**, research shows that regular screening, early detection, and prompt treatment can significantly reduce suffering and deaths caused by the disease; we support efforts to increase awareness of screening options and encourage individuals to maintain regular screenings; and,

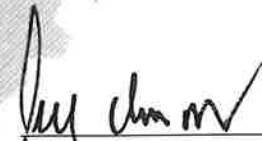
**WHEREAS**, the Centers for Disease Control and Prevention (CDC) provides breast and cervical cancer screenings and diagnostics to low-income, uninsured, and underinsured women across the United States.

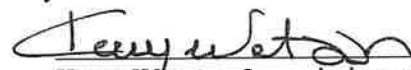
**NOW, THEREFORE, THE CULLMAN COUNTY COMMISSION** proclaims that October 2023 be designated as Breast Cancer Awareness Month.


DONE AND PROCLAIMED this the 17<sup>th</sup> day of October 2023.

Attest:

  
Tiffany Merriman,  
County Clerk

  
Jeff Clemons, Chairman

  
Kerry Watson, Commissioner

  
Garry Marehman, Commissioner

  
Kelly Duke, Commissioner

  
Corey Freeman, Commissioner

**CULLMAN COUNTY COMMISSION**  
**RESOLUTION # 2023-45**

**WHEREAS**, the Cullman County Commission has elected to apply for a Land and Water Conservation Fund (LWCF) Competitive Grant from ADECA's LWCF program to construct a splashpad at Smith Lake Park, along with improvements to the existing pool; and,

**WHEREAS**, said program is limited to a funding maximum of fifty percent (50%) of the proposed project cost up to \$400,000.00 in LWCF grant funding which will be used to develop a splash pad consisting of several water features, plus needed improvements to the existing pool; and,

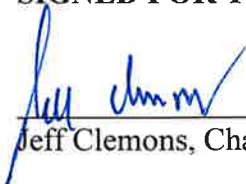
**THEREFORE**, be it resolved by the County Commission of Cullman County, Alabama, hold in reserve fifty percent (50%) of the proposed project cost for the purpose of matching the Land and Water Conservation Fund assistance; and,

**BE IT FUTHER RESOLVED THAT, JEFF CLEMONS, CHAIRMAN**, is hereby authorized to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, requesting Fiscal Year 2024 Land and Water Conservation Funds (LWCF) to construct the above referenced splash pad and repair the existing pool; and

**THAT, THE CULLMAN COUNTY COMMISSION** will provide a local cash match of up to 50% of the total project cost.

**READ AND ADOPTED** this the **17th** day of **October 2023**.

**SIGNED FOR THE CULLMAN COUNTY COMMISSION:**

  
\_\_\_\_\_  
Jeff Clemons, Chairman

Attest:

  
\_\_\_\_\_  
County Clerk

RESOLUTION NO. - 2023-44

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 388 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 388 is set at 30 miles per hour at all times and no person shall operate a motor vehicle in excess of 30 miles per hour set speed on said County Road 388;

IT IS FURTHER RESOLVED, that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

**ADOPTED** this the 17th day of October 2023.

ATTEST:

  
COUNTY CLERK

  
JEFF CLEMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

\_\_\_\_\_  
KERRY WATSON  
COMMISSIONER

  
KELLY DUKE  
COMMISSIONER

  
COREY FREEMAN  
COMMISSIONER

RESOLUTION NO. - 2023-43

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 645 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

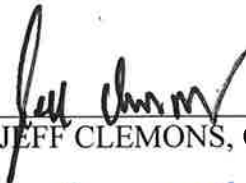
THEREFORE RESOLVED, that the proper maximum speed for County Road 645 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour set speed on said County Road 645;

IT IS FURTHER RESOLVED that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 17th day of October 2023.

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK

  
\_\_\_\_\_  
JEFF CLEMONS, CHAIRMAN

  
\_\_\_\_\_  
GARRY MARCHMAN  
COMMISSIONER

\_\_\_\_\_  
KERRY WATSON  
COMMISSIONER

  
\_\_\_\_\_  
KELLY DUKE  
COMMISSIONER

  
\_\_\_\_\_  
COREY FREEMAN  
COMMISSIONER

**CULLMAN COUNTY COMMISSION**  
**RESOLUTION #2023-46**

**WHEREAS**, the Cullman County Commission has elected to apply for an Edward Byrne Memorial JAG Fund grant from ADECA's Law Enforcement and Traffic Safety Division, Local Law Enforcement Assistance Grants for Equipment Purchases Competitive Grant program to purchase equipment for the Cullman County Sheriff's Department, including a Drug Terminator or evidence incinerator and software upgrades for the evidence room.

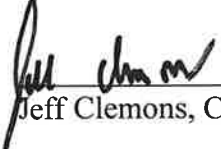
**THEREFORE**, be it resolved by the County Commission of Cullman County, Alabama, as follow:

**THAT, JEFF CLEMONS, CHAIRMAN**, is hereby authorized to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, requesting Fiscal Year 2024 Edward Byrne Memorial JAG Funds in the amount of up to **\$50,000**, to purchase the above referenced equipment; and,


**THAT, THE CULLMAN COUNTY COMMISSION** will not be required to provide a local cash match in support of this project.

**READ AND ADOPTED** this the **17th** day of **October 2023**.

**SIGNED FOR THE CULLMAN COUNTY COMMISSION:**

  
\_\_\_\_\_  
Jeff Clemons, Chairman

Attest:

  
\_\_\_\_\_  
County Clerk

# CULLMAN COUNTY COMMISSION

## Tentative Commission Meeting Dates for 2024

<b>Month</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
January 2024	Thursday, January 18	6:00 pm	Commission Meeting Room
February 2024	Thursday, February 22	6:00 pm	Commission Meeting Room
March 2024	Tuesday, March 19	6:00 pm	Commission Meeting Room
April 2024	Thursday, April 18	6:00 pm	Commission Meeting Room
May 2024	Tuesday, May 21	6:00 pm	Commission Meeting Room
June 2024	Tuesday, June 18	6:00 pm	Commission Meeting Room
July 2024	Tuesday, July 16	6:00 pm	Commission Meeting Room
August 2024	Tuesday, August 13	6:00 pm	Commission Meeting Room
September 2024	Tuesday, September 17	6:00 pm	Commission Meeting Room
October 2024	Thursday, October 17	6:00 pm	Commission Meeting Room
November 2024	Tuesday, November 19	6:00 pm	Commission Meeting Room
December 2024	Tuesday, December 10	6:00 pm	Commission Meeting Room

**\* Meetings are normally held on the third Tuesday of each month unless there is a Monday holiday, then it is held on Thursday of that week.**

**\* April is scheduled on the 3rd Thursday due to the Election, August is moved up one week due to ACCA conference and December is scheduled a week prior due to the holidays.**



Both

# NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35653 • PHONE # 256-332-1138  
[Eddierussell4nahso@gmail.com](mailto:Eddierussell4nahso@gmail.com)

## Traffic Enforcement Agreement

**Fiscal Period: October 01, 2023 – September 30, 2024**

*(NOT the same as a grant's authorized spending period during this Agreement Period)*

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2024-FP-CP-017.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: **Cullman Sheriff Department**, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2023 through September 30, 2024; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

**Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) **time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant**, (7.) **City or County overtime policy.** The above-mentioned paperwork should be kept on file by each agency for

no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

**Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule as the AGENCY' Pay Period Follows.**

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

**The agency is subject to a “Review of Claims Process” by either ADECA/LETS or NAHSO at any time during the course of this funding agreement.** The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

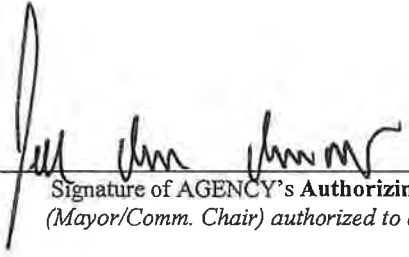
In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but **shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents.** NAHSO assumes **no responsibility** the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.

Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

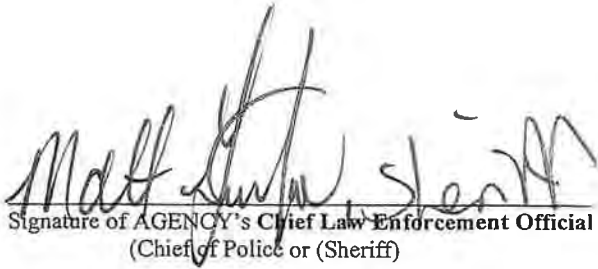
**“Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

Signatures required:



Signature of AGENCY's Authorizing Official  
(Mayor/Comm. Chair) authorized to enter Agreement

Jeff "Clem" Clemons  
Printed Name of Authorizing Official and Title  
Mayor/Comm. Chair



Signature of AGENCY's Chief Law Enforcement Official  
(Chief of Police or (Sheriff))



Printed Name of Chief LE Official and Title  
(Chief/Sheriff)



Signature of Region Director  
North Central Alabama Highway Safety Office

Eddie Russell  
Printed Name of Region Director



September 25, 2023

Cullman County Commission:

I have enclosed a copy of the NARCOG Title III Area Agency on Aging FY 2024 contract for Title III services covered under the Older Americans Act (OAA), along with a HIPPA Business Associate Agreement. The Title III contract includes the following OAA services:

- Title III-B Supportive Services
- Title III-C Nutrition Services

Please ensure all contracts and agreements are signed in BLUE ink and returned following review and approval by the Cullman County Commission. Following the approval of the contracts by the NARCOG Executive Director, we will return an original, fully-executed copy to you for your records.

Thank you for your continued support and assistance and I look forward to working with the Cullman County Commission and Commission on Aging during FY 2024.

If you have questions regarding the contracts or provisions, please do not hesitate to contact me.

Sincerely,

Justin Graves  
NARCOG, Area Agency on Aging Director  
(256) 355-4515, Ext. 261  
[jgraves@narcog.org](mailto:jgraves@narcog.org)



# HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT IS MADE THE   1   DAY OF   Oct.  , 2023, BY AND BETWEEN THE North Central Alabama Regional Council of Governments (hereinafter referred to as the "COVERED ENTITY") AND Cullman County Commission (Hereinafter referred to as the "BUSINESS ASSOCIATE").

**WHEREAS, COVERED ENTITY** maintains and operates offices in the State of Alabama and has an obligation under the Privacy Rule of the Health Insurance Portability and Accountability Act, Public Law 104-191, to protect the privacy of health information on the clients it serves; and **WHEREAS, BUSINESS ASSOCIATE** provides ancillary services which assist or complement **COVERED ENTITY** in the carrying out of its mission of providing individual and family assistance and services, including public assistance benefits to its clients and thus may from time to time have access to confidential health information of those clients;

**NOW THEREFORE**, the parties agree as follows:

## 1. Definitions

Catchall definition: Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in 45 C.F.R. Sections 160.103 and 164.501.

### Examples of specific definitions:

- (a) Business Associate. "Business Associate" shall mean the same person or entity listed above as Business Associate.
- (b) Covered Entity. "Covered Entity" shall mean the State of Alabama Department of Senior Services, including all local Area Agencies on Aging.
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

## 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a sub DSP, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available in a timely manner to the Covered Entity, or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (g) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.
- (h) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with this Agreement to permit Covered Entity to respond in a timely manner to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

### **3. Permitted Uses and Disclosures by Business Associate**

#### **General Use and Disclosure Provisions**

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, Business Associate may use

Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).

- (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502 (j) (I).

#### **4. Obligations of Covered Entity**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **5. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### **6. Term and Termination**

- (a) Term. The Term of this Agreement shall be effective as of the day first written above, and shall terminate when all of the Protected Health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible or illegal to return or destroy protected Health Information or, if for any other reason the business associate decides not to destroy or return PHI to the Covered Entity, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by covered Entity;
  - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or;
  - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary
- (c) Effect of Termination



- (1) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity unless unfeasible or illegal to do so or the business associate for any other reason decides not to return or destroy the PHI. This provision shall apply to Protected Health Information that is in the possession of DSPs or agents of Business Associate.
- (2) Business Associate shall extend the protections of this Agreement to such Protected Health information for so long as Business Associate maintains such Protected Health Information.

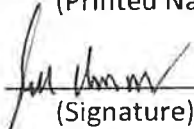
**7. Miscellaneous**

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-91
- (c) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

**EACH PARTY** has caused this agreement to be properly executed on its behalf as of the date first written above.

**FOR:** Cullman County Commission  
Business Associate

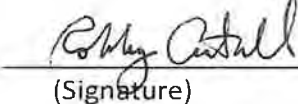
**BY:** Jeff "Clem" Clemons Chairman  
(Printed Name and Title)

  
(Signature)

10/17/23  
(date)

**FOR:** North Central Alabama Regional Council of Governments  
Covered Entity

**BY:** Robby Cantrell, Executive Director  
(Printed Name and Title)

  
(Signature)

10/30/23  
(date)

**NORTH CENTRAL ALABAMA REGIONAL COUNCIL OF GOVERNMENTS  
AREA AGENCY ON AGING  
CONTRACT FOR SERVICES UNDER TITLE III  
OF THE OLDER AMERICANS ACT OF 1965, AS AMENDED**

This agreement entered into by and between the North-central Alabama Regional Council of Governments, hereinafter referred to as "NARCOG", and the Cullman County Commission, a body of corporate in the State of Alabama, hereinafter referred to as the "Contractor".

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **Statement of Purpose.** NARCOG has been awarded a grant from the Alabama Department of Senior Services (ADSS) and is funding the undertaking of certain activities within Cullman, Lawrence, and Morgan Counties. NARCOG desires to engage the Contractor to render certain services in order to achieve the following objectives hereinafter set forth under Title III of the Older Americans Act of 1965, as amended:
  - a. Secure and maintain maximum independence and dignity in a home and community based environment for older individuals capable of self-care with appropriate supportive services; and
  - b. Remove individual and social barriers to economic and personal independence for older individuals; and
  - c. Help reduce isolation and loneliness of older individuals by offering an opportunity to older individuals to live their remaining years in dignity.
2. **Scope of Services.** The Contractor shall do, perform and carry out, in a satisfactory and proper manner as determined by NARCOG and in compliance with the guidelines, standards and regulations of Title III of the Older Americans Act of 1965, as amended, the services as described and listed in the "Scope of Services" for all Title III services and hereto attached and made a part of this agreement as **EXHIBITS A, B, C and D.**
3. **Programmatic Reporting Requirements.** All program required reports specified within this contract and exhibits are to be submitted by the specified due dates. Any additional reports, records or statistics requested by NARCOG shall be provided in a prompt and accurate manner. It is the Contractor's responsibility to review all reports for accuracy and completeness *prior to* submitting the reports.
4. **Effective Dates.** This contract shall begin on **October 1, 2023** and delivery of services being provided under this contract shall end on **September 30, 2024.**
5. **Insurance.** The Contractor shall maintain General Liability insurance in sufficient amounts to safeguard all Title III property. Employees working in the Title III Program shall be covered by workmen's compensation insurance. A copy of the face sheet of the insurance policy

and dates of coverage is to be mailed to NARCOG upon each renewal. In the event that insurance coverage is canceled, NARCOG is to be notified immediately.

6. **Aging Match Requirements.** The Contractor agrees to provide Aging Match annually towards the work done under this contract as per annual budget approved by the NARCOG Board of Directors.
7. **Unserved/Ineligible/Improperly Documented Meals Compensation.** The Alabama Department of Senior Services has issued a policy stating any meal not served to an eligible participant cannot be paid for with Title III funds. The Contractor must serve all meals ordered to eligible, registered participants. The Contractor must also properly account for all meals served on the monthly meals logs – the number of meals served from the Item Delivery Tickets must match the number of meals recorded on the monthly meals logs. Improperly documented meals are those that are not accounted for on the monthly meals logs. Therefore, the Contractor agrees to compensate NARCOG for all meals that are unserved, meals that are served to ineligible participants, and improperly documented meals.

Invoices for unserved meals, meals served to ineligible person, and improperly documented meals will be sent to Contractor on a monthly basis. Payment is due upon receipt of invoice.

8. **Project-related Income Procedures.** Contractor shall maintain records of all project-related income/participant contributions. All program income must be reported to NARCOG. The gross amount of any participant contributions earned by the Contractor from activities, which are supported by this Contract, shall be collected on a weekly basis.
9. **Participant Contributions for Services.** Contractors providing services under this agreement shall provide persons receiving such services with a free and voluntary opportunity to contribute to the cost of any services provided. Each individual recipient shall determine for him or herself what, if anything, he/she is able to contribute for the service. A participant may not be denied services or discriminated against because of his/her inability or failure to contribute. The Contractor shall protect the privacy of each person with respect to his or her contributions.

Participant contributions shall be expended monthly to supplement or expand the services for which they were received.

The Contractor is responsible for following appropriate procedures set forth by NARCOG to safeguard and account for all contributions.

10. **Maintenance of Funds.** The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by NARCOG and the Alabama Department of Senior Services to assure a proper accounting of all project funds, including both federal and non-federal matching of funds expended. Budget revisions must

be submitted to and approved in writing by the Area Agency on Aging Director and Executive Director of NARCOG.

11. **Request for Funds.** The Contractor agrees to submit a request for funds to NARCOG no later than the 15<sup>th</sup> of the month for the previous month's services. Requests for payments, or any part thereof, received after the 15<sup>th</sup> will be paid the following month. Payments shall be made subject to satisfactory completion of all required reports, as determined by the NARCOG.
  - a. Itemized and signed receipts for all expenditures shall be retained by the Contractor for review by NARCOG, ADSS, or State Examiners of Public Accounts.
  - b. The Contractor agrees to maintain adequate records of local and in-kind expenditures and to report such expenditures monthly on the *Agency Contractor Monthly Request for Reimbursement Form*.
  
12. **Payment of Funds.** Subject to receipt of funds from ADSS, NARCOG agrees to pay the Contractor for all eligible expenses incurred while performing services outlined in this Contract and as agreed upon between the Contractor and NARCOG.
  - a. Payment of OAA funds shall be made by NARCOG on a monthly basis when a properly completed *Agency Contractor Monthly Request for Reimbursement Form* (provided by NARCOG) has been submitted. Payment of American Rescue Plan (ARP) funds shall be made by NARCOG on a quarterly basis.
  - b. The Contractor will not be reimbursed for more than one twelfth (1/12) of the contracted funds per month during the contract period. Local match (including participant donations) shall be spent first as necessary to meet monthly expenditure requirements.
  - c. Reports on expenditures will include amounts of non-federal matching funds expended.
  - d. Expenditures must be incurred during the contract period in order to be eligible for reimbursement.
  - e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder, exceed the maximum sum stated in Title III Funding Allocations as stated in **EXHIBIT E**. It is also expressly understood that the Contractor may not exceed the number of meals as stated in Meals Allocations in **EXHIBIT E**. These amounts may change based upon Notice of Grant Award (NGA) received from ADSS.
  - f. Participant contribution/donations will also be reported monthly. They are to be reported on the *Agency Contractor Monthly Request for Reimbursement Form* and must agree with amounts received and recorded on the *Contractor Daily Contribution Report*.
  - g. It is expressly understood that NARCOG retains the right to withhold payment if the Contractor
    - a. Fails to comply with any of the terms of this agreement, which include service quality, program standards, policies, and program requirements established by NARCOG, ADSS, or by State or Federal Guidelines
    - b. Fails to comply with corrective action plans established by NARCOG.
    - c. Fails to provide Aging Match funds.
    - d. Fails to pay for ineligible/unserved/undocumented meals.

13. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, NARCOG (unless the employee is a participant in the SCSEP), other than through this agreement.

Staff assigned to this Contract must meet the approval of NARCOG. NARCOG does reserve the right to intervene in personnel matters in circumstances that jeopardize the integrity of the Title III Program, including reassignment of contract personnel if deemed necessary.

Contractor shall be fully licensed to perform the services under this agreement as required by all applicable laws and regulations. All services required under this Contract will be performed under the Contractor's supervision. All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

- a. **Monitoring and Training.** It shall be the responsibility of the Contractor to develop a system of monitoring to ensure that program personnel perform their duties adequately. NARCOG reserves the right to establish minimum monitoring requirements and/or provide monitoring tools for use by Contractor.

It is also the responsibility of the Contractor to train all program personnel (employees and volunteers) on all facets of the program, provision of service and all relevant policies and procedures. NARCOG reserves the right to establish minimum training requirements, require specific training materials/manuals/reference guides and/or provide training tools for use by Contractor.

- b. **In-service, Training, Workshops and Meetings.** NARCOG requires appropriate personnel to attend in-service trainings sponsored by NARCOG and ADSS. Any waiver for personnel required to attend must receive approval from NARCOG.

14. **Subcontracts.** None of the work or services covered by this Contract shall be subcontracted by the Contractor to any other individual, agency, organization or company.

15. **Confidentiality.** No information obtained from or pertaining to an individual as a result of this contract will be disclosed in a form which shall identify an individual. The Contractor further agrees to protect the confidentiality of potential, active, and previous clients who are service recipients. Contractor is responsible for familiarizing personnel with confidentiality policies.

16. **HIPAA Compliance.** The Contractor is responsible for developing and implementing procedures and policies that adhere to the Health Insurance Portability and Accountability Act (HIPAA). The Contractor must also have a current HIPAA Business Associate Agreement on file with NARCOG stating it will adhere to all rules and requirements contained therein.

17. **Computers and Other Data Devices.** The Contractor agrees to take all necessary precautions to safeguard computer equipment and other data devices. Contractor agrees to annually update Anti-Virus software. Contractor is responsible for all maintenance of said computers and devices while in their possession. All computers and devices used away from the office containing participant information must be encrypted to protect the confidential information of participants. The Contractor shall immediately report any accidents or virus-related problems, as well as all lost or stolen computers or devices to NARCOG's Director of Aging.
18. **Maintenance of Records.** The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as determined necessary by NARCOG, the Alabama Department of Senior Services, and government auditory standards. Participant information will be obtained, processed and maintained in a manner that assures the confidentiality of the participant will not be violated and HIPAA Guidelines are followed. The Contractor will be required to have a HIPAA Business Associate Agreement on file with NARCOG which covers all contracts.
19. **Record Retention.**
  - a. **Fiscal Records.** All required fiscal records and are required to be retained for a specified period of six (6) years from the termination date of this contract.
  - b. **Program Records.** All Title III *Participant Enrollment Forms*, participant sign-in sheets, home delivered meals delivery sheets, service logs, and any other program records must be retained by the Contractor for three (3) years from the termination date of this contract.
20. **Audits and Inspections.** During the Contract period, and as long thereafter as the records are required to be maintained, during normal business hours, NARCOG, Alabama Department of Senior Services, and/or the Comptroller General of the United States, or their authorized representatives, shall have the right of access to any books, documents, papers or other records (including electronic records) with respect to all matters covered by this Contract in order to make audit, examination, excerpts and/or transcripts to determine effectiveness and efficiency of service delivery. The Contractor will cooperate with NARCOG and/or the Alabama Department of Senior Services in evaluating the effectiveness, feasibility and cost of contracted services. The Contractor shall provide NARCOG with a copy of the official agency audit for the Contract period.
21. **Identification of Support/Publicity/Recognition.**
  - a. The Contractor shall make available to NARCOG copies of all publications, flyers, outreach materials, advertisements, announcements, informational materials created by the Contractor (other than documents exclusively for internal use by the Contractor) for use under this contract that publicize any services or programs covered under this contract.

- b. All facilities (e.g., senior centers, Contractor's offices) supported through this contract shall display in a conspicuous place, an acknowledgement of support received from NARCOG and the Alabama Department of Senior Services. Said display is to include the official logos of said agencies.
- c. Advertisements, announcements, reports, informational material and other documents completed as part of this Contract, shall indicate in a conspicuous place, an acknowledgement of support received from NARCOG and the Alabama Department of Senior Services. Said documents are to include the official logos of said agencies. Any major publicity given to the Title III programs must acknowledge that the program is funded in part by a grant from NARCOG, in cooperation with the Alabama Department of Senior Services.

22. **Targeting of Services.** The Contractor shall target older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) in the delivery of services, as defined in the Older Americans Act and supporting regulations. The Contractor will adhere to the targeting population in order to satisfy the needs of those individuals in the areas falling in those categories. The Contractor assures an attempt to provide service to targeted individuals in at least the same proportion as the target population is to the population of older individuals of the area.

23. **Outreach.** The Contractor shall conduct outreach in a manner designed to target low-income, rural, and minority individuals. Outreach is initiated by the Contractor and is an intervention with individuals for the purpose of identifying potential participants (or their caregivers) and encouraging their use of existing services and benefits.

The Contractor is to provide to NARCOG specific objectives for providing outreach and include proposed methods for carrying out these objectives. NARCOG will provide a template for the Outreach Plan. The targeting and outreach plan will specify how the Contractor will conduct and/or coordinate outreach activities on an on-going basis to ensure participation in the programs funded by the Title III funds.

24. **Copyright.** No report, data or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright or funding by or on behalf of this Contractor.

25. **Modification in Contract.** NARCOG may from time to time require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including but not limited to, any increase or decrease in the amount of the Contractor's compensation and/or time limitations shall be incorporated in written amendments to this Contract.

26. **Termination of Contract.** If through any cause the Contractor shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, NARCOG shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents and reports prepared by the Contractor, and equipment purchased from Aging funds shall, at the option of NARCOG, become the property of NARCOG.

Upon such termination, the Contractor shall be entitled to receive just and equitable compensation for any work completed to the satisfaction of NARCOG. Upon any such breach by the Contractor and such termination, NARCOG may withhold payments to the Contractor until such time as the exact amount of damage due to NARCOG from the Contractor is determined.

If the Contractor cannot fulfill service delivery, he/she shall thereupon have the right to terminate the third party contract by giving written notice to NARCOG of such termination and specifying the effective date, thereof, at least thirty (30) days before the effective date of such termination.

27. **Contract Assurances.** The Contractor agrees to abide by the following assurances included in this contract in **EXHIBIT F**:

- a. Assurance on Compliance with the U.S. Department of Justice Americans with Disabilities Act
- b. Non-discrimination Affirmative Action Program
- c. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -Lower Tier Covered Transactions
- d. Certification Regarding Lobbying: Certification for Contracts, Grants, Loans and Cooperative Agreements
- f. Certification Regarding Drug-free Work-place Requirements
- g. Immigration
- h. Conflict of Interest
- i. Deficit Reduction Act



**28. Notice, Contact, and Payee Information.**

- a. The name, address, telephone number, fax number and e-mail address of the contract manager for NARCOG is:

Name: Justin Graves, Area Agency on Aging Director  
Physical Address: 216 Jackson Street SE  
Decatur, AL 35601  
Mailing Address: PO Box C  
Decatur, AL 35602  
Phone: (256) 355-4515, Ext. 261  
Fax: (256) 351-1380  
Email: justin.graves@narcog.org

- b. The name, address, telephone number, fax number and e-mail address of the representative responsible for administration of the program for the Contractor is:

Name: Stephanie Lawson  
Physical Address: 1539 Sportsman Lake Rd NW  
Cullman, AL 35055  
Mailing Address: PO Box 1706, Cullman, AL 35056  
Phone: 256-734-1241  
Fax: 256-734-1280  
E-mail: slawson@co.cullman.al.us

- c. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

- d. The name and mailing address of the official payee to whom the payment shall be made:

Name: Cullman County Commission on Aging  
Address: PO Box 1706  
Cullman, AL 35056

**IN WITNESS WHEREOF**, this Agreement has been executed by the North Central Alabama Regional Council of Governments and the Contractor's authorized officers.

**Entered into on this, the 1st day of October, 2023.**

**FOR NARCOG:**

  
\_\_\_\_\_  
Robby Cantrell, NARCOG Executive Director

10/30/23  
\_\_\_\_\_  
Date

**FOR CONTRACTOR:**

**BY:** Cullman County, a Body Corporate in the State of Alabama

John M. Bullard  
\_\_\_\_\_  
Cullman County Administrator (Print Name)

  
\_\_\_\_\_  
Cullman County Administrator (Signature)

10/17/23  
\_\_\_\_\_  
Date

Jeff "Clem" Clemons  
\_\_\_\_\_  
Cullman County Commission Chairman  
(Print Name)

  
\_\_\_\_\_  
Cullman County Commission Chairman (Signature)

10/17/23  
\_\_\_\_\_  
Date

## EXHIBIT A

**SCOPE OF SERVICES**  
**TITLE III: ADMINISTRATION**

The Contractor shall do, perform and carry out in compliance with Title III guidelines, standards and regulations, and also in a proper and satisfactory manner as determined by NARCOG, the services described below for eligible recipients residing in the service area.

- I. **Staffing.** The Contractor will be responsible for the hiring and supervision of adequate staff.
  - A. The Contractor shall employ paid staff capable of performing the services in a satisfactory and proper manner, knowledgeable in dealing with and identifying needs of the elderly, to inform older persons of the opportunities and services available to them and to assist them in taking advantage of appropriate resources.
  - B. The Contractor will designate a particular person to serve as the Aging Director or Administrator for the Title III Programs who will be responsible to the Contractor for the services to be rendered under this contract.
  - C. At a minimum, each Senior Nutrition Center shall have a paid Center Manager and sufficient part-time personnel/volunteers to perform the tasks according to the terms of this contract, including performing accurate recordkeeping, reporting and accounting duties. The part-time staff component may be one or a combination of paid staff, volunteers, Senior Aides, and/or program participants.
  - D. Senior Nutrition Center Managers shall be required to attend all NARCOG meetings and trainings. On occasions when the Center Director cannot attend, a representative shall be sent on behalf of the Center Manager. NARCOG staff shall provide initial and ongoing training and technical assistance to all Senior Center Managers. The Senior Nutrition Center Manager or a *trained* substitute shall be on site to manage the senior center during operational hours.
  - E. The Contractor will provide program personnel with copies of its official administrative and/or personnel policies and will keep resumes and job applications from program employees on file.
  - F. The Contractor will keep job descriptions for current positions on file.

- G. Personnel employed by the Contractor to perform the services under the contract shall be subject to the employment practices, policies and procedures of the Contractor, including annual Center Manager performance evaluations.
- H. NARCOG is to be notified immediately, in writing, of any personnel changes affecting the Title III Program. This includes Contractor Office staff, as well as nutrition center managers or assistants in the nutrition centers.

**II. General Aging Program Administration.** The Contractor shall:

- A. Work with NARCOG in identifying service gaps and in planning and implementing programs.
- B. Conduct public hearings and/or needs assessments in conjunction with NARCOG to give the general public an opportunity to express their concerns about existing and needed aging services.
- C. Develop cooperative agreements with as many services providers as possible to create a coordinated and comprehensive service delivery system to the elderly.
- D. Develop and maintain, distribute and disseminate information regarding services and opportunities available to older persons through targeted outreach efforts.
- E. Provide an effective system to link people in need of services to the appropriate resources. This system will remain in place Monday through Friday during the Contractor's office hours.

**III. Coordination and Public Awareness/Aging & Disability Resource Center Referrals.** The Contractor will provide for public awareness through active outreach and referral services throughout the year by:

- A. Supporting and publicizing NARCOG's Aging & Disability Resource Center (ADRC).
- B. Offering seniors and those with disabilities needing additional information and/or further assessment of needs, a referral to NARCOG for a complete screening under the Aging & Disability Resource Center (ADRC).
- C. Publicizing in the news media, as well as by other methods, matters pertaining to the elderly and those with disabilities.

**IV. Aging Information Management System (AIMS).** The Contractor is required to participate in the ADSS's computer reporting system, Aging Information Management System (AIMS). Participating in this system includes the following:

A. **Web AIMS User Access.**

1. Each new user must read and sign the *NARCOG Information Security and Confidentiality Agreement for Web AIMS Users*. These forms will be provided to the Contractor by NARCOG.
2. The Authorizing Agent of the contractor (typically the Aging Director or Administrator) must complete and sign the *NARCOG Web AIMS User Account Request & Change Form*:
  - a. To add a new user.
  - b. To request a change in user information.
  - c. To add or remove user programs/services.
  - d. A "Date Effective" must be specified for each action on the form.
3. When an authorized user leaves the contractor's employ or they are no longer working with Web AIMS, that person's user ID and access must be deactivated immediately. The Authorizing Agent must submit to NARCOG a signed *NARCOG Web AIMS User Account Request & Change Form* requesting this deactivation and include a "Date Effective".

B. **Participant Enrollment Forms.** The Contractor shall maintain an individual record for each participant on the current *Participant Enrollment Form* as provided by the Alabama Department of Senior Services (ADSS). A *Participant Enrollment Form* shall be completed on each Title III participant for services requiring that a participant be registered.

1. The contractor will refer to OAA service definitions provided by NARCOG to determine which participants require a *Participant Enrollment Form* to be completed.
2. *Participant Enrollment Forms* are to be completed *prior* to the receipt of services.
3. *Participant Enrollment Forms* must be filled out accurately and completely.
4. Contractors will be responsible for entering all *Participant Enrollment Forms* in Web AIMS in a timely manner.
5. Each participant must have a current *Participant Enrollment Form* completed annually. A *Participant Enrollment Form* is considered outdated if it is more than 365 days old.



2. **Single Service or Multi-Service Logs.** Single or multi-service service logs are used to report service units received by individual, registered participants. These services require each person receiving them to have a completed and current (within one year) *Participant Enrollment Form* on file. Units of service are to be recorded for each eligible participant on these logs, not as aggregate totals.

#### IV. **Transportation Services.**

- A. In order to facilitate contact with social services available in the county, the Contractor shall provide transportation for the elderly in the service area Monday through Friday during Contractor's office hours. "Social Services" means any of the Title III-related services which meet such standards as NARCOG may prescribe for the general welfare of older persons, including but not limited to:
  - Health and welfare, continuing education, information, recreation, counseling or referral services;
  - Transportation to facilitate access to nutrition services;
  - Services designed to encourage and assist older individuals to use the facilities available to them;
  - Shopping assistance trips to be coordinated with the Contractor for the senior centers.
- B. Maintenance checks will be performed on a regular basis on each vehicle transporting aging program participants to insure the safety of the vehicle(s). Accurate records will be kept on the following:
  - Vehicle maintenance checks;
  - Driver time sheets showing time spent on routes and mileage;
  - Persons obtaining services and those requesting service.

**EXHIBIT B / ATTACHMENT A**

**Older Americans Act (OAA)  
FY24 III-B Supportive Services Definitions**

**Eligibility:** Must be age 60 or older. Local funds must be used for services provided to those under 60.

**Verification:** Must have enrollment form (Title III – Participant Enrollment Form) completed annually with AAA staff approval for service delivery.

Complete with ADL/IADL checklist for Personal Care, Homemaker, Chore, and Adult Day Care/Health Services.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, low-income, those residing in rural areas, limited English proficiency, and at greatest risk for institutional care (i.e., has at least two ADL impairments).

<b>Service Category</b>	<b>Fund Source</b>	<b>Unit</b>	<b>Definition</b>	<b>Notes</b>
<b>Personal Care</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Assistance (personal assistance, stand-by assistance, supervision, or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs).  <b>Example: dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs.</b>	<b>Must have at least 2 of the following ADL impairments:</b> dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs.  [OAA, Section 102(a)(22)(A)(i); OAA, Section 321(a)(22)]
<b>Homemaker</b>	Title III-B State Local Program Income Other	1 hour = 1 unit  <b>Registered Participant</b>	Performance of light housekeeping tasks provided in a person's home and possibly other community settings. Task may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework.	<b>Must have at least 2 of the following ADL impairments:</b> dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs.



Service Category	Fund Source	Unit	Definition	Notes
				[OAA, Section 102(a)(22) (A)(i); OAA, Section 321(a)(5)(C)]
<b>Chore</b>	Title III-B State Local Program Income Other	1 Hour = 1 Unit  <b>Registered Participant</b>	Performance of heavy household tasks provided in a person's home and possibly other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework.	Can include providing supplies for volunteers to provide the assistance to build ramps and to provide other simple home repairs and upgrades to assist with independence.  [OAA, Section 321(a)(5)(C)]
<b>Adult Day Care/Health</b>	Title III-B State Local Program Income Other	1 Day (8 hours) = 1 Unit  <i>*Partial days may be reported using two decimal places</i>  <b>Registered Participant</b>	Services or activities provided to adults who require care and supervision in a protective setting for a portion of a 24-hour day. Includes out of home supervision, health care, recreation, and/or independent living skills training offered in centers most known as Adult Day, Adult Day Health, Senior Centers, and Disability Day Programs.  [OAA, Section 321(a)(5)(B)]	<b>Must have at least one ADL or IADL impairment:</b> ADL – dressing, bathing, personal grooming, toileting, transferring in/out of bed/chair, continence, feeding, or walking to assist with personal care needs. IADL – telephone use, shopping, food preparation, housekeeping, laundry, mode of transportation, or medication management. [OAA, Section 102(a)(22) (A)(i); OAA, Section 321(a)(5)(C)]
<b>Case Management</b>	Title III-B State Local	1 Hour = 1 Unit	Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished	ADSS strongly encourages the use of III-B and/or ADRC state funds for

Service Category	Fund Source	Unit	Definition	Notes
	Program Income Other	<i>*Partial units may be reported (15-minute increments) for CM assistance lasting less than an hour</i>  <b>Registered Participant</b>	functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as screening and assessing needs, providing options counseling, coordinating services, and providing follow-up as required. Short-term case management is used to stabilize individuals and their families in times of immediate need before they have been connected to ongoing support and services. It may involve a home visit and more than one follow-up contact.	activities that are not covered under Medicaid or any other program fund source for situations that may require more intensive case management than is offered by the ADRC.  <b>*III-B Case Management can be a resource when the ADRC determines the need for a home visit.</b>
<b>Legal Assistance</b>	Title III-B State Local Program Income Other	1 Hour = 1 Unit  <i>*Report in actual minutes</i>  <b>Registered Participant</b>	Legal advice and representation provided by an attorney to older individuals with economic or social needs as defined in the OAA, Sections 102(a) (23 and 24), and in the implementing regulation at 45 CFR Section 1321.71, and includes to the extent feasible, counseling, or other appropriate assistance by a paralegal or law student under the direct supervision of a lawyer and counseling or representation by a non-lawyer where permitted by law.	<b>*Time spent providing legal assistance to a client should be reported in actual minutes. Either the attorney or the AAA should report the attorney's hours. Both agencies may not report the same hours.</b>
<b>Information and Assistance (I&amp;A)</b>	Title III-B State Local Program Income Other	1 Contact = 1 Unit  <b>Aggregate</b>	A service that: provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; assesses the problems and capacities of the individuals; links the individuals to the opportunities and services that are available; to the maximum extent practicable, ensures that the	I&A can be provided to individuals under age 60.  Anyone that receives I&A at the senior center should be referred to the ADRC. Referrals to the ADRC are counted as a unit of I&A.

Service Category	Fund Source	Unit	Definition	Notes
			individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures and serves the entire community of older individuals, particularly with greatest social and economic need and at risk of institutional placement.	<b>*Phoning an individual to provide comfort or help (previously captured as Telephone Reassurance)</b>
<b>Outreach</b>	Title III-B State Local Program Income Other	1 Contact = 1 Unit  <b>Aggregate</b>	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential participants or their caregivers and encouraging their use of existing services and benefits.	Outreach can be provided to individuals under age 60.  <b>*Going to see a participant to provide comfort or help (previously captured as friendly visiting)</b>  <b>*Outreach is not an appropriate category to collect large group numbers from media events. Report under Marketing</b>
<b>Public Education</b>	Title III-B State Local Program Income Other	1 Contact = 1 Unit  <b>Aggregate</b>	Providing opportunities for individuals to acquire non-nutrition related knowledge, experience, or skills. This service may include workshops designed to increase awareness on various topics, such as crime or accident prevention, continuing education, or legal issues. Workshops may be designed to teach participants a specific skill in a craft, job, or occupation if the participant does not expect to receive wages or other stipends.	

Service Category	Fund Source	Unit	Definition	Notes
<b>Marketing</b>	Title III B State Local Program Income Other	1 Activity = 1 Unit  <b>Aggregate</b>	An activity that involves contact with multiple individuals through newsletters, publications, or other social or mass media activities providing education and outreach.  <b>Example: Newspaper Ad/story – 1 unit</b> <b>Estimated audience = 1,500</b>	<b>*Do not report over 10,000</b>

## Sources:

1. Older Americans Act – 2020 Reauthorization, <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
2. State Program Performance Report for State Units on Aging, Appendix A: Data Element Definitions, OMB Approval Number 0985-0008

***Reminder:*** ADRC's screen the individual but it is up to the III-B staff to enroll the client utilizing the III-B Enrollment Form located in AIMS.

**Older Americans Act  
FY24 Transportation Services Definitions (Title III-B)**

**Eligibility:** **Must be age 60 or older.** Exceptions that apply to Nutrition Services do not apply to other Title III-B services. If transportation is provided to someone under 60 you must code the registered client to another fund source such as local.

**Verification:** Must have at least one ADL or IADL impairment or a dementia-related diagnosis for Assisted Transportation. Must have enrollment form completed annually with AAA staff approval for service delivery.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, especially low-income older people, those residing in rural areas, older people with limited English proficiency, and older people at greatest risk for institutional care (i.e., has at least two ADL impairments).

**\*\*\*\*\*Transportation Title III-B funds cannot be expended to transport meals\*\*\*\*\***

Service Category	Fund Source	Unit	Definition	Notes
<b>Assisted Transportation</b>	Title III-B State Local Program Income Other	1 one-way trip = 1 unit  <b>Registered Participant</b>	Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. This service includes escort or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation. Does not include any other activity.  *A one-way trip may include the following: assisting the individual in preparation for the trip, assisting from their place of residence into the transportation vehicle, assisting the individuals from the vehicle to the destination, staying with the individual at the point of destination, assisting the individual back to the vehicle and then assisting the individual back to home.	Participant must be enrolled in Title III services, and Title III funds must be used to pay for some portion of the trip. Participant must have at least one ADL/IADL impairment and/or have cognitive/dementia challenge.

<p><b>Transportation</b></p>	<p>Title III-B State Local Program Income Other</p>	<p>1 one-way trip = 1 unit  <b>Registered Participant</b></p>	<p>Services or activities that provide or arrange for the travel, including travel costs, of individuals from one location to another. Does not include any other activity.</p> <p>*Senior Center participants will already be registered in AIMS if they are receiving transportation to the center and will not need an additional enrollment form completed. Those who are not nutrition participants and receive other transportation to places such as medical appointments, shopping, etc. should be registered with the III-B enrollment form.</p>	<p>Participant must be enrolled in Title III services, and Title III funds must be used to pay for some portion of the trip.</p>
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Sources:

1. Older Americans Act – 2020 Reauthorization, <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>
2. State Program Performance Report for State Units on Aging, Appendix A: Data Element Definitions, OMB Approval Number 0985-0008

## EXHIBIT C

**SCOPE OF SERVICES**  
**TITLE III-C: NUTRITION SERVICES**

The Contractor shall do, perform and carry out in compliance with Title III-C guidelines, standards and regulations, and in a proper and satisfactory manner as determined by NARCOG, the services described within this scope of services and its attachments, for eligible recipients residing in the region.

- I. **Nutrition Program Administration (General).** The Contractor shall do, perform, and carry out in compliance with Title III-C guidelines, standards and regulations in a timely, competent, and satisfactory manner, a Nutrition Services Program as follows:
  - A. Administration of a program for aging nutrition services that will assist NARCOG in the implementation of the NARCOG Area Plan for Aging.
  - B. Provision of a nutrition program with adequate facilities, equipment, and supplies.
  - C. Assurance that each Senior Nutrition Center has an active Center Council to make recommendations on carrying out the objectives of this Contract. Contractor shall keep a roster and any minutes of meetings of the center council and make available for review upon request.
  
- II. **Service Definitions.** The Contractor shall adhere to the Older Americans Act Nutrition Service Definitions are provided as **EXHIBIT D / ATTACHMENT A**. As part of the contract, the Contractor agrees to ensure only participants eligible for nutrition services receive these services and that the units are recorded.
  
- III. **Alabama Elderly Nutrition Program Manual (ENP).** The Contractor will adhere to all program guidelines, policies and procedures for operation, administration and management of all nutrition services as stated in the current *Alabama Elderly Nutrition Program Manual* (ENP) provided by the Alabama Department of Senior Services, as well as any updates and revisions made during the contract period. NARCOG will provide the contractor with the current manual and all updates.
  - A. The Contractor will provide each center manager with a copy of the ENP.
  - B. In the event this manual is revised in whole or in part, NARCOG will forward all changes to the Contractor to immediately distribute and implement at all nutrition centers.

- C. All revisions or replacements to the ENP will automatically be incorporated under this contract.
- D. The Contractor shall adhere to all program eligibility guidelines for all nutrition services as outlined in the ENP.

**IV. Senior Nutrition Center Hours of Operation/Holidays.** Senior Centers within the Contractor’s county must be open for normal operations no less than four (4) hours per day, five (5) days per week (Monday-Friday). If operating less than five (5) days a week, contractor must submit a request for waiver to NARCOG for approval sixty (60) days in advance of any change in hours of operation. This waiver must be updated annually no less than 60 days before the start of the next contract year. NARCOG will provide the Contractor with a waiver form. The request will be sent to ADSS and the final decision will come from the ADSS Commissioner.

The holidays and additional approved closing days for the 2019 fiscal year will be observed as in **EXHIBIT D / ATTACHMENT B**.

**V. Contractor Nutrition Centers.** The following are the elderly nutrition centers designated for meal service through the Contractor as of the effective date of this contract:

- |            |            |
|------------|------------|
| Cullman    | Crane Hill |
| West Point | Holly Pond |
| Colony     | Hanceville |
| Fairview   |            |

The Contractor shall:

- A. Locate elderly nutrition centers and services as close as possible to concentrations of elderly with the greatest social and economic need, as well as those eligible older persons and handicapped or disabled persons living in housing facilities occupied primarily by the elderly.
- B. Provide a nutrition center that is clean, pleasant, and accessible to kitchen, restrooms, and telephones, as well as meets all applicable health, fire, safety, and sanitation regulations and inspections.
- C. Display all current Health Department approvals at all nutrition centers in a conspicuous location. Current copies of all nutrition centers’ approvals must be maintained on file in the Contractor's office, and copies of all also need to be provided to NARCOG as requested.



- D. Provide a written notification to NARCOG when there are any changes in existing elderly nutrition center locations or the establishment of a new service location. This notification shall be forwarded to NARCOG for approval by the NARCOG and ADSS prior to such change or establishment of a new nutrition center.
- E. There is no guarantee of any funds being available for additional or new nutrition centers.

**VI. Forms & Service Logs Required.** The contractor agrees to document all services designated in this scope of services as required by NARCOG on forms provided to the Contractor by NARCOG. The following are current reports required. However, NARCOG reserves to right to revise reporting requirements as needed during the contracting period. The due dates for the following forms are located in **EXHIBIT D / ATTACHMENT C**.

- A. **ADSS Participant Enrollment Forms.** A *Participant Enrollment Form* is to be completed for any eligible participant who is to receive a service which requires the participant to be a registered participant. These services are identified in the service definitions under the Unit column as "Registered Participant".
  1. All senior centers must retain the Participant Enrollment Forms at the center on all participants who receive registered, Title III services. Copies of the Participant Enrollment Form may also be kept at the Contractor's office, but this is not required by NARCOG.
  2. The Contractor is responsible for entering in all required information from the *Participant Enrollment Forms* into AIMS.
  3. **All Participant Enrollment Forms must be kept in a locked drawer or cabinet at any location in which they are kept.**
- B. **Aggregate Service Logs.** Aggregate service logs are to be used to report services that are designated to be reported as aggregate totals. These services are identified in the service definitions under the Unit column as "Aggregate". Aggregate services do not require the contractor to record units under participants by name. Rather the units are aggregated with a total number of units for each day on the log.
- C. **Single Service Logs.** Single service logs are used to report service units received by individual, registered participants. These services require each person receiving them to have a completed and current (within one year) ADSS *Participant Enrollment Form* on file. Units of service are to be recorded for each eligible participant on these logs, not as aggregate totals.
- D. **Item Delivery Tickets.** These forms are provided to the nutrition centers upon delivery of the meals. Center managers are to utilize these forms to document the meals delivered and served, as well as other issues and facts according to instructions in the *Alabama Elderly Nutrition Program Manual*.

- E. **Meals Served Record.** This form accompanies the Item Delivery Tickets each week and serves as a summary of the number of meals delivered, the number of meals by program, the number of unserved meals, and the number of center participants present for each day of the serving week. The numbers on this form should directly match those on the Item Delivery Tickets and the Participant sign-in sheets.
- F. **Meal Orders.** The meal order is a form submitted to NARCOG in which the Contractor designates the number of meals needed for each serving day. The meals are designated on the meal order form by meal type. Failure to submit the meal order in a timely manner will result in NARCOG placing an order based on the most recent full week's order. This may result in not enough meals being ordered OR too many meals may be ordered, in which case the Contractor will be responsible for paying for any additional meals ordered but not able to be served.
- G. **Center Manager Time Logs and Volunteer Time Logs.** The Contractor shall submit to Center Manager and Volunteer Time Logs (log template to be provided by NARCOG) for each center manager, employee, Senior Aid, and volunteer, indicating the number of hours worked by service type.
1. The logs will indicate the type of service provided and the number of hours spent on each service by either the center manager or the volunteers on their respective logs. The time logs shall be completed accurately, including all column and row totals prior to submitting to NARCOG. The total daily time should not exceed the total hours worked by the center manager or the volunteer for that day.
  2. Any new requirements or new services added by ADSS or NARCOG will be reported in the same manner, meeting all necessary reporting requirements.
- H. **Donation Sheet for Congregate & Home Delivered Meals.** The Contractor shall use this form provided by NARCOG in each center to document all contributions received for nutrition services. The form will also be used to record signatures of those verifying the amounts of the contributions per guidelines and procedures established by ADSS and NARCOG.
- I. **Participant Sign-in Sheets.** Each center is to make a sign-in sheet available each day meals are served. Eligible participants are to sign-in each day on these sheets. These sheets provide legal documentation for those participants consuming a congregate meal and should match those participants on the AIMS logs as having received a meal that date. The sign-in sheets must be maintained

for review by ADSS or NARCOG. The Contractor agrees to provide copies of all sign-in sheets to NARCOG as requested.

- J. **Home Delivered Meals Delivery Sheets.** Each center is to maintain delivery sheets for all home delivered meals delivered to eligible participants. These sheets provide legal documentation for those participants receiving a home delivered a meal and should match those participants on the AIMS logs as having received a meal that date. The home delivered meals delivery sheets must be maintained for review by ADSS or NARCOG. The Contractor agrees to provide copies of all delivery sheets to NARCOG as requested.
- VII. **Waiting List for Meals.** On a monthly basis, the Contractor must submit waiting list information to NARCOG for those waiting for meals services. The information submitted must include the names, dates of birth and be organized by center and then by meal type (congregate or home delivered). The due date for the waiting list is located in **EXHIBIT D / ATTACHMENT C.**
- VIII. **Staffing and Training.**
- A. The Contractor shall provide a center manager to work a minimum of four hours daily at each site.
  - B. In selection of the nutrition center manager, preference should be given to qualified participants who are older persons if job qualifications are the same.
  - C. The center managers shall be required to attend program-related training as required by NARCOG. The training shall provide up-to-date information on new rules, regulations, and techniques relating to the services provided in the centers.
  - D. The Contractor will require its staff to participate in training sessions and other meetings sponsored by the ADSS and NARCOG.
  - E. In conjunction with NARCOG, the Contractor will develop a staff training plan for new center managers that includes at least the following elements:
    - 1. Introduction to Older Americans Act nutrition services and center management.
    - 2. Introduction to the ENP Guide to Meal Services and training on specific chapters.
    - 3. Training on safe food handling procedures and practices.
    - 4. Training on all program forms.
    - 5. Training on eligibility guidelines and the completion of the *Participant Enrollment Forms*.

- F. The Contractor shall recruit, train, and supervise an active volunteer force for both congregate and home-delivered meals programs. All volunteers shall receive basic food safety and sanitation training prior to handling and serving food.
  - G. The Contractor shall arrange for an adequate number of paid and volunteer staff necessary to carry out the nutrition services at each center, including clean-up after serving meals.
  - H. In the event of a center manager's absence, only a qualified designee may act as a substitute.
- IX. Provision of Nutrition Support Services.** The Contractor agrees to:
- A. Provide outreach that will insure maximum utilization of nutrition services.
  - B. Provide round-trip transportation for participants who want to attend elderly nutrition centers who cannot provide their own transportation.
  - C. Provide *nutrition education* services to nutrition center participants (both congregate and homebound) according to the schedule provided by NARCOG. Topics and copies of materials will be provided by NARCOG.
  - D. Work with participants and NARCOG to provide Nutrition Counseling services to participants with a high nutrition risk as identified by the Nutrition Health assessment on the *Participant Enrollment Form*.
  - E. Provide socialization and recreation opportunities to older persons to alleviate loneliness and isolation. These on-going social and recreation activities are to be available at all times during program hours, except when meals are being served.
  - F. Provide opportunity for social work intake and counseling, i.e., Vocational Rehabilitation, Mental Health Center, Community Action Agencies, Social Security, D.H.R. (including SNAP & AESAP programs), etc.
  - G. Maintain a variety of informational programs, educational programs and recreational activities for all interested participants. This includes the use of visual information (i.e. posters, pamphlets, magazines) which should be available to center participants on a continuous basis.
- X. Participant Contributions (Donations).** The Contractor shall provide opportunities for participants who receive nutrition services to make contributions/donations according to their ability to pay. Participants wishing to make a contribution for services received

through Title III funds should be given a fair and voluntary opportunity to contribute toward the cost of services through *non-coercive* and *confidential* methods.

- A. There is no cost or charge to any participant for a meal offered in the nutrition program under this contract, but rather participants are to be provided an opportunity to make a voluntary contribution/donation. The *Participant Enrollment Form* suggests a donation of \$1.25 per meal. This does not infer a cost, but rather, simply provides a suggestion of donation based on the region's economic status.
- B. If an eligible participant is unable or unwilling to make a donation, meals or services may not be denied based upon their inability or unwillingness to make a donation.
- C. The Contractor should provide a locked money receptacle for each nutrition center.
- D. The privacy of each participant with respect to his or her contribution shall be protected. The most recommended suggested method is by use of individual donation envelopes.
- E. Two volunteers are to count participant contributions daily. The center manager is to count these contributions a third time to verify them.
  - 1. Contributions are to be recorded in separate amounts for congregate and home delivered meals on the *Weekly Donation Sheet for Congregate & Home Delivered Meals*.
  - 2. The center manager and volunteers are to sign the *Client Weekly Donation Sheet for Congregate & Home Delivered Meals* verifying the amounts collected.
- F. Monies collected from participants for both congregate and home-delivered meals will be deposited every week.
- G. The Contractor is to keep the *Weekly Donation Sheet for Congregate & Home Delivered Meals* forms and copies of all deposit slips on file at the Contractor's office for review during audits.
- H. The monthly total of all contribution amounts are to be entered on the monthly *Agency Contractor Monthly Request for Reimbursement Form* submitted to NARCOG.

- XI. Meal Orders.** The Contractor must receive and serve a minimum of 25 meals per day, five days per week for each elderly nutrition center. The Contractor may shift the number of meals allotted between centers and meal type but must adhere to the following parameters:
- A. Serve no less than 25 *hot* meals per day out of each respective nutrition center. The 25 meals may be a combination of congregate and home delivered meals.
  - B. The Contractor agrees to provide a meal meeting the Department’s State Bid Specs (either a picnic meal or a frozen meal) to participants (congregate and home-delivered) identified as “high nutritional risk” on days the centers are closed.
  - C. Unassembled and Assembled picnic lunch menus may be substituted for hot meals.
    - 1. If all meals are replaced for that day with picnic meals, then there is no minimum to the number of picnic meals to order.
    - 2. Should there be a special event planned that requires the Contractor to exceed the regular day’s meal order, the Contractor must get prior approval from NARCOG at least fifteen (15) working days in advance.
    - 3. If meals will exceed contract amounts, then arrangements for reimbursement to NARCOG for the extra meals must be made and put in writing.
- XII. Homebound Criteria & Eligibility.** The contractor will utilize the *NARCOG Home Delivered Meals Eligibility Criteria (EXHIBIT D / ATTACHMENT D)* in determining eligibility for the home delivered meals program. These criteria are a more detailed set of criteria than those outlined in the ENP. The Contractor will use these criteria and evaluate each situation individually utilizing these guidelines. The Contractor should make notes/comments on the *Participant Enrollment Form* to justify the meals for each participant.

## EXHIBIT D / ATTACHMENT A

**Older Americans Act (OAA)  
FY24 III-C Nutrition Services Definitions**

**Eligibility: Meals must be served to individuals**

- Age 60 and over
- Spouses of any age of an eligible participant
- Person with Disability residing with eligible participant
- Person with Disability @ Senior Centers located in Housing Facilities primarily occupied by older individuals; can serve individuals with disabilities under age 60
- Volunteer assisting at mealtime

**Verification:** Must complete enrollment form and nutrition assessment annually. All C2 participants must complete ADL/IADL checklist on enrollment form, however this is not required for eligibility of service. Volunteer must complete participant information on enrollment form. Eligible individuals may be authorized to receive C1 and/or C2 meals for recording activities of service.

**Target Population under OAA for services and programs:** Age 60+ with greatest social and economic need, low-income older adults, minority older individuals, those residing in rural areas, older people with limited English proficiency, and older people at greatest risk for institutional care (i.e., has at least two ADL impairments).

Service Category	Fund Source	Unit	Definition	Notes
<b>Congregate Meals</b>	Title III-C1 State Local Program Income Other	1 Meal = 1 Unit*  <b>Registered Participant</b>  <b>Aggregate for approved events</b>	A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal is served in a program that is administered by AAAs and meets all the requirements of the OAA and state/local laws.  (SPR/OAAPS 2021)	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist.  **As of 10/01/22 Liquid Meal Replacements must meet all new requirements to be funded under Title III-C.  Only congregate meals served under situations of picnics or shelf stables may be entered into AIMS as "aggregate" when approved by ADSS.
<b>Home-Delivered Meals</b>	Title III-C2 State Local Program Income Other	1 Meal = 1 Unit*  <b>Registered Participant</b>	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by the AAA and meets all	Any meal counted as a unit (activity) of service must be provided under ADSS contract or must be approved by ADSS Registered Dietitian Nutritionist.

			the requirements of the OAA and state/local laws.  (SPR/OAAPS 2021)	**As of 10/01/22 Liquid Meal Replacements must meet all new requirements to be funded under Title III-C. <b>Must complete the ADL/IADL section of the enrollment form for federal OAAPS reporting. Individuals who are isolated and do not have access to public/private transportation can receive home-delivered meals.</b>
<b>Transportation Subservice (Home-Delivered Meals)</b>	Title III-C2 State Local Program Income Other	1 Delivery = 1 Unit  <b>Registered Participant</b>	This unit of transportation may apply to meals of any type delivered to the participant's residence from the senior center or other drop-off point.  If the AAA pays to deliver a frozen meal pack, it is one unit of transportation per delivery and per person, but not per meal.	Does not include meal deliveries by GA Foods to the participant's residence. The cost of GA Foods' meal delivery is part of the meal cost.  Does not include family pick-up and delivery.  <b>*Title III-B funds cannot be used to transport meals.</b>
<b>Nutrition Education</b>	Title III-C1 Title III-C2 State Local Program Income Other	1 Session = 1 Unit  Capture 1 unit per session  Capture estimated audience size.  <b>Non-Registered Service (Aggregate)</b>	An intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions.  Content is consistent with the Dietary Guidelines for Americans; accurate, culturally sensitive, regionally appropriate, and considers personal	All materials must be approved by ADSS Registered Dietitian Nutritionists prior to use.  May be delivered in-person or via video, audio, online, or the distribution of hardcopy materials.  Examples: 1 presentation = 1 session • Even if offered more than 1 time, by more than 1 presenter, and/or in multiple formats. 1 social media message = 1 session • Includes text messages 1 newsletter = 1 session • Even if containing more than 1 article



			<p>preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA. (National Nutrition Monitoring and Related Research Act of 1990 and Input Committee)</p> <p>(SPR/OAAPS 2021)</p>	<p>1 set of hardcopy materials = 1 session</p> <ul style="list-style-type: none"> <li>• Each set covering a different topic/message = separate session</li> </ul> <p>The same message communicated more than one way (e.g., menu notes + social media) = 1 session</p> <p><b>Title III-D funds cannot be used for Nutrition Education.</b></p>
<b>Nutrition Counseling</b>	<p>Title III-C1 Title III-C2 State Local Program Income Other</p>	<p>1 Hour = 1 Unit</p> <p>Capture 1 unit per hour per individual</p> <p>Registered Participant</p>	<p>A standardized service as defined by the Academy of Nutrition &amp; Dietetics (AND) that provides individualized guidance to individuals (or their caregivers) at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutritional status with a measurable goal.</p> <p>(SPR/OAAPS 2021)</p>	<p>Hours (partial hour may be reported to two decimal places, e.g. 0.25 hours.)</p> <p>Title III-D funds cannot be used for Nutrition Counseling.</p>

\*Note:

(1) Liquid Meal Replacements: 2 cans Ensure Plus, Boost Plus or Equate Plus = 1 unit  
(Do not count toward NSIP effective 10-1-15)

\*\*Note:

(2) Liquid Meal Replacements – must meet all new requirements listed on **Policies and Procedures for Elderly Nutrition Program, 13.0 Liquid Meal Replacement Foods Policy: (Nutrition Coordinator Resource Manual).**

Sources:

1. <https://www.aaaps-pilot.acl.gov/api/upload/download?title=III&downloadType=AppendixA>
2. [Nutrition Services | ACL Administration for Community Living](#)

**EXHIBIT D / ATTACHMENT B**

**SERVING DAYS FOR FISCAL YEAR 2024**

**OCTOBER**

Serving Days: 21  
 Theme Day: None  
 Holidays: Oct 10 Columbus Day

**APRIL**

Serving Days: 21  
 Theme Day: None  
 Holidays: April 22 Confed Mem

**NOVEMBER**

Serving Days: 19  
 Theme Day: Nov. 22  
 Holidays: Nov. 10 Veteran’s Day  
 Nov. 23-24 Thanksgiving

**MAY**

Serving Days: 22  
 Theme Day: May 24  
 Holidays: May 27 Memorial Day

**DECEMBER**

Serving Days: 16  
 Theme Day: Dec. 22  
 Holidays: Dec. 25-29 Christmas

**JUNE**

Serving Days: 18  
 Theme Day: None  
 Holidays: June 3 Jefferson Davis  
 June 19 Juneteenth

**JANUARY**

Serving Days: 21  
 Theme Day: None  
 Holidays: Jan 1 New Year’s Day  
 Jan. 15 ML King Day

**JULY**

Serving Days: 22  
 Theme Day: July 3  
 Holidays: July 4 Independence Day

**FEBRUARY**

Serving Days: 20  
 Theme Day: None  
 Holidays: Feb 19 President’s Day

**AUGUST**

Serving Days: 22  
 Theme Day: None  
 Holidays: None

**MARCH**

Serving Days: 20  
 Theme Day: March 28  
 Holidays: March 29, Good Friday

**SEPTEMBER**

Serving Days: 20  
 Theme Day: None  
 Holidays: Sept. 2 Labor Day

TOTAL SERVING DAYS = 242

## EXHIBIT D / ATTACHMENT C

**NUTRITION PROGRAM REPORT DUE DATES - FY 2024**

REPORT NAME	FREQUENCY	DUE DATE
Item Delivery Tickets* Meal Served Record* Donation/Contribution Report* *Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.	Weekly	Due into NARCOG by Tuesday at close of business following the prior week ending on Friday.  Centers and/or COA offices are to mail/fax tickets to NARCOG by Tuesday.  If Tuesday falls on holiday-tickets/reports will be due on Wednesday by close of business.
Meal Orders  <b>Special Meal Orders</b>	Weekly	Must be received by Tuesday noon for the following week's meal orders.  Special Meals/Menus/Large Picnic orders must be approved <b>three weeks in advance</b> by ADSS, GA Foods and NARCOG.
Center Manager Time Logs & Volunteer Time Logs*  *Must be verified/initialed by coordinator for accuracy prior to sending into NARCOG for posting.	Monthly	5 <sup>th</sup> working day of the month following month end  (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)
<u>AIMS LOGS</u> Aggregate Logs Single Service Congregate Meal Logs Single Service Homebound Meal Logs Transportation Logs  MEDICARE MINUTE REPORT FORM  Participant Enrollment Forms**	Monthly	5 <sup>th</sup> working day of the month following month end  (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)  <b>** ALL enrollments must be entered timely.</b> All current enrollments must have been entered by due date for month end paperwork submission to ensure that units/meals can be posted.

<p>AIMS Wait List by Center Volunteer Delivery Reporting Form</p>	<p>Monthly</p>	<p>5<sup>th</sup> working day of the month following month end  (Nov 7, Dec 6, Jan 8, Feb 7, Mar 6, Apr 7, May 7, Jun 8, Jul 8, Aug 7, Sep 8, Oct 7)</p>
---	----------------	--

**If in doubt about a due date/deadline – please contact NARCOG.**

**EXHIBIT D / ATTACHMENT D****NARCOG Home Delivered Meals Eligibility Criteria**

When considering home delivered meals eligibility, a person must meet *all* of the following criteria *in addition to* the eligibility criteria established by the Alabama Department of Senior Services:

**(1) Is the person homebound?**

The person must meet the definition of homebound as follows: the definition of homebound individual is one that is normally unable to leave home without considerable difficulty and/or assistance. A person may leave home for medical treatment or short, infrequent absences for non-medical reasons, such as a trip to the barber or to attend religious services.

**AND****(2) Can the person meet his/her basic nutritional needs?**

The person must be unable to meet basic nutritional needs. That is, the person is unable to prepare/has difficulty preparing at least one nutritious meal daily because of:

- A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
- Lack of knowledge or skills to select and prepare nourishing and well balanced meals, or
- Lack of means to obtain or prepare nourishing meals, or
- Lack of incentive to prepare and eat a meal alone.

**AND****(3) Does the person meet the vulnerability criteria?**

A person is considered vulnerable if s/he is unable to perform one or more of the activities of daily living (ADL's) or instrumental activities of daily living (IADL's) listed below without assistance due to physical, cognitive, emotional, psychological or social impairment. (Note that the ADL/IADL is one of the ADSS minimum criteria for eligibility.)

- Activities of daily living are eating, dressing, bathing, toileting, transferring in and out of bed/chair, walking.
- Instrumental activities of daily living are preparing meals, shopping, medication management, managing money, using the telephone, doing housework, accessing transportation;

**AND**

The person lacks an informal support system. That is, the person has no one living with him/her who is both willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.

## EXHIBIT E

## FUNDING ALLOCATION FY 2024

## SOURCE OF FUNDS

## Older Americans Act Title III Services &amp; American Rescue Plan Title III Services

These funds are reimbursed to the Contractor based on properly submitted documents and NARCOG approval. Proof of services must be submitted along with a request for reimbursement. The Contractor must also meet the requirements set forth in the scope of services (**EXHIBITS A, B, and C**).

Source of Funds	Allocation
OAA Title III Funds Allocated	\$50,250.00
ARP Title III Funds Allocated	\$50,000.00
Total Funds Allocated	\$100,250.00

\*The dollar amounts listed above for Older Americans Act (OAA) Title III programs are based upon the total funding received during FY2023 and estimates for FY2024. Final funding amounts are subject to receipt of FY2024 Notification of Grant Award (NGA) from ADSS and availability of Federal Funds if any. NARCOG has not yet received the NGAs from ADSS. If the total funding amount received from ADSS differs from the estimates for FY2024, NARCOG reserves the right to amend the amounts listed above.

\*The dollar amounts listed above for American Rescue Plan (ARP) Title III programs are available only for FY2024. These funds must be used for Title III-B Supportive Services (reference Exhibit B), and the funds no longer will be available at the conclusion of FY2024

**MEALS ALLOCATION FY 2024**  
**SOURCE OF FUNDS: TITLE IIIC, NUTRITION SERVICES**

The number of meals listed in the table below is the allocation that NARCOG shall allocate to the Contractor as a part of this contract. Actual funding for these meals will vary depending on what type of meals are needed and ordered by the Contractor. The Contractor must meet the requirements set forth in the scope of services (**EXHIBIT D**).

Source of Funds		Number of Meals*
1.	<b>Part C-1 Federal Funds, Congregate Meals</b> Meal Types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery), Medical Nutrition Therapy Meal Replacement (center delivery), Shelf Stable Meals (center delivery).	27,284
2.	<b>Part C-2 Federal Funds, Home-Delivered Meals</b> Meal types available: Hot, Unassembled Picnic, Assembled Picnic, Frozen (center delivery and door-to-door), Medical Nutrition Therapy Meal Replacement (center delivery and door-to-door), Shelf Stable Meals (center delivery and door-to-door).	45,707
3.	<b>TOTAL MEALS</b>	72,991

\*The estimates of number of meals listed above are based upon actual, current meal usage by the contractor at the end of FY2023 and projected for FY2024. Final funding amounts and number of meals available are subject to receipt of FY2024 Notification of Grant Award (N.G.A.) from ADSS and availability of Federal Funds and NSIP Reimbursement. NARCOG reserves the right to amend the number of meals listed above.

It is expected that the Contractor will manage their meal usage by determining a weekly schedule of meals to be served based on the number of allocated meals and the number of serving days. The basic formula for this is: # of meals allocated ÷ serving days = number of meals served per day).

At the end of each Quarter, NARCOG will evaluate whether or not the Contractor has served the full number of allocated meals equal to the amount expected at that point in the fiscal year. If the Contractor has served more meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG stating how it will decrease the meals served in an amount that would prevent the Contractor from exceeding the total meals allocated for the year. Should the Contractor serve less meals than should have been served at that point in the fiscal year, the Contractor must submit a plan to NARCOG showing how it will increase meals so as to meet contract requirements. NARCOG reserves the right to re-allocate the meals to another Contractor should the plan and/or the Contractor performance indicate that Contractor cannot serve all meals for the fiscal year.

**EXHIBIT F**  
**CONTRACT ASSURANCES**



**EXHIBIT F**

**CONTRACT ASSURANCES**

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1974**

**HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of 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 from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately; take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or the case of any transfer of such property, and transferee, for the period during which the real property, structure is used for a purpose for which the real property, structure is used for a purpose for which the Federal financial assistance is extended for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date thereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representatives and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

**ASSURANCE ON COMPLIANCE WITH THE U.S. DEPARTMENT OF JUSTICE  
AMERICANS WITH DISABILITIES ACT**

The Contractor HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Contractor received Federal financial assistance from the department (hereinafter called the "Contractor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Grantor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Contractor recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Contractor.

**NON-DISCRIMINATION AFFIRMATIVE ACTION PROGRAM: DSPs AND GRANTEES**

During the term of this contract, the DSP and Grantee agrees as follows:

- A. The DSP or Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, physically handicapped, or national origin. The DSP or Grantee will take affirmative action to ensure that applicants are employed and the employees are treated, during employment, without regard to their race, color, religion, sex, physical handicap, or national origin.

Such action shall include, but not limited to, the following:

Employment, upgrading, demotion or transfer recruitment or recruitment advertising; layoffs or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DSP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination article.

- B. The DSP or Grantee will, in all solicitation or advertisement for employees placed by or on behalf of the DSP, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, physical handicap, or national origin.
- C. The DSP or Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding notice advising the said labor union of workers' representative of the DSP's commitments under this non-discrimination article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The DSP or Grantee will comply with all provisions of Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the Council of Governments, the funding agency, and the Secretary of Labor.
- E. The DSP or Grantee will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Council of Governments, and funding agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the DSPs' or Grantees' non-compliance with the non-discrimination article of this contract or with any of the said rules, regulations, or orders, with any said rules, regulations, or orders, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the DSP may be declared ineligible for contracts in

accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The DSP or Grantee will not discriminate against any employee because of physical or mental handicap in regard to any position for which the employee or applicant is qualified in accordance with the Rehabilitation Act of 1973, Section 504.
- H. No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination Federal financial assistance in accordance with the Age Discrimination Act of 1975.
- I. The DSP or Grantee will include the provisions of paragraph A through H in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each DSP or vendor. The DSP will take such action with respect to any DSP or purchase order as the Council of Governments or funding agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; providing, however, that, in the event the DSP becomes involved in, or is threatened with, litigation with a DSP or vendor as a result of such direction by the Council of Governments or funding agency, the DSP may request the funding agency to enter into such litigation to protect the interest of the United States.
- J. In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in Section 403 (b) of Executive Order No. 11246, as amended, remain in effect and, where shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

**(To be supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- (b) Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**CERTIFICATION REGARDING LOBBYING:  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The Grantee certifies, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (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 Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The policy of the North Central Alabama Regional Council of Governments (as adopted on March 20, 1989) requires that all DSPs and DSPs of the Council and all host agencies of enrollees in a contract-funded program shall be required to certify their compliance with the Drug-Free Workplace Act of 1988 (PL. 100-690, Title V, Subtitle D).

During the term of this contract, the DSP and Grantee agrees as follows:

The use, consumption, sale, purchase, transfer, possession, manufacture, distribution or dispensing of any controlled substance by any Council employee, intern, or enrollee in a contract-funded program during working hours, while on the premises, while representing the Council, or while at an assigned workplace, or by any DSP or DSP personnel while in the performance of a grant or contract funded through the Council is absolutely prohibited.

Council employees, interns, and enrollees are strictly prohibited from being under the influence of alcohol or any controlled substance during working hours, while on the premises while representing the Council, or while at an assigned workplace, and DSP or DSP personnel are strictly prohibited from being under the influence of alcohol or any controlled substance while in performance of a grant or contract funded through the Council.

Legally prescribed medications are not covered under this policy and are permitted to the extent that their use does not adversely affect the employee, intern, or enrollee's work ability, job performance, or the safety of others in the workplace.

All DSPs, DSPs, and host agencies must notify the Council in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of grant or contract funded through the council, or by an enrollee during working hours or while at an assigned workplace, no later than five (5) days after such conviction. Any DSP, DSP, or host agency that knowingly violates or permits the violation of this policy or otherwise fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the Council or the services provided through the respective program.

**IMMIGRATION**

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the DSP affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

**CONFLICT OF INTEREST**

The DSP agrees that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The DSP further agrees that in the performance of this agreement, no person having such interest shall be employed. The DSP further agrees that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

**DEFICIT REDUCTION ACT**

The Grantee shall comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4 (February 8, 2006), the ADSS shall provide appropriate education regarding policies and procedures concerning certain federal and state laws intended to prevent and detect fraud, waste, and abuse in federal health care programs. Appropriate education shall be provided to employees (including management), contracting entities, and agents of ADSS which or who furnish or authorize the furnishing of federally reimbursed health care items or services, perform billing and coding functions, or are involved in the monitoring of health care provided by ADSS.





# ALABAMA DEPARTMENT OF TRANSPORTATION

## Local Transportation Bureau

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060  
Phone: (334) 242-6207 FAX: (334) 353-6550  
Internet: <http://www.dot.state.al.us>



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

November 14, 2023

Ms. Joyce Echols, Director  
Cullman County Commission  
P.O. Box 2518  
Cullman, AL 35056-2518

**SUBJECT: FY 2023-2025 Section 5311 Program Fully Executed Supplemental Agreement & Fiscal Year 2024 Section 5311 Regular/CARES Act Program Grant Awards and Distribution Codes**

Dear Ms. Echols:

Enclosed is a copy of the fully executed Supplemental Agreement between the State of Alabama and Cullman County Commission for the Section 5311 rural area public transportation.

Your distribution codes and approved federal funds award for fiscal year 2024 Section 5311 Regular/CARES Act Program are listed below.

Program	Category	Distribution Code	Award
Section 5311	Operations CARES Act	4329-0405-0545-RPTO8-100077996	\$100,000.00 <b>(Use 1<sup>st</sup>)</b>
	Operations	4329-0405-0545-RPTO-100077997	\$559,629.00
	Administration	4329-0406-0545-RPTO-100077998	\$576,906.00
	Preventive Maintenance	4326-0403-0545-RPTOC-100077999	\$64,400.00

**FY 2024 vehicles will be approved at a later date.**

If there are any questions, please contact Bryan Fair at (334) 242-6760.

Sincerely,

Bradley B. Lindsey., P.E.  
State Local Transportation Engineer

BBL:BF:cr  
CC: Agency's file

**SUPPLEMENTAL AGREEMENT NO. 1**

**BETWEEN**

**Cullman County Commission**

**AND**

**THE STATE OF ALABAMA**

**RELATIVE TO**

**A**

**PASS THROUGH OF FEDERAL FUNDS**

**For**

**A RURAL (NONURBANIZED) AREA PUBLIC TRANSPORTATION PROJECT**

**FOR**

**Cullman COUNTY**

**Project No. RPT-022 CDFA No. 20.509**

**Fiscal Years 2023 – 2025**

**SUPPLEMENTAL AGREEMENT NO. 1****Between****Cullman County Commission****And****THE STATE OF ALABAMA**

**Relative to a Pass Through of Federal Funds for a Rural (Nonurbanized) Area Transportation Project providing for General Public Transportation Cullman County.**

**Supplemental Agreement NO. 1**

This **SUPPLEMENTAL AGREEMENT** is made and entered into by and between the State of Alabama acting by and through the Department of Transportation, Party of the First Part, hereinafter referred to as **STATE**; and **Cullman County Commission**, Party of the Second Part, hereinafter referred to as **Cullman County Commission**.

WHEREAS the Parties previously entered into an **AGREEMENT** dated 8/31/2022, This **SUPPLEMENTAL AGREEMENT** will include the requirements of the Federal Transportation Administration's (FTA's) Coronavirus Aide, Relief, and Economic Security (CARES) Act of 2020. On March 27, 2020, the CARES Act was signed into law providing \$2 trillion in support for a variety of industries affected by COVID-19, including the transit industry. This **SUPPLEMENTAL AGREEMENT** will also include the American Rescue Plan Act of 2021 (ARP). On March 11, 2021, the American Rescue Plan Act was signed by President Biden that includes \$30.5 billion in federal funding to support the nation's public transportation systems as they continue to respond to the COVID-19 pandemic and support the President's call to vaccinate the U.S. population.

IN WITNESS WHEREOF, the parties hereto have caused this **SUPPLEMENTAL AGREEMENT** to be executed by those officers, officials and persons thereunto duly authorized, and the **SUPPLEMENTAL AGREEMENT** is deemed to be dated and to be effective on the date stated hereinafter as the date of its approval by the Transportation Director.

All other and remaining terms and conditions of the **ORIGINAL AGREEMENT** dated 8/31/2022, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Cullman County Commission

By: 

By: 

Title: County Clerk


Title: Chairman

This Agreement has been legally reviewed and approved as to form and content

  
William F. Patty  
Chief Counsel  
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

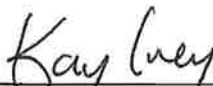
  
Bradley B. Lindsey, P.E.  
State Local Transportation Engineer

  
Edward N. Austin, P.E.  
Chief Engineer  
Alabama Department of Transportation

State of Alabama, acting by  
and through the Alabama  
Department of Transportation

The foregoing Agreement is hereby  
executed in the name of the State of  
Alabama and signed by the Governor on  
the 2<sup>nd</sup> day of November, 2023.

  
John R. Cooper  
Transportation Director

  
Kay Ivey  
Governor, State of Alabama

## **ARP Act of 2021 Furlough Certification**

**FEMA Statement or other Federal Agency Statement:** Recipients must indicate in the application that the project has neither applied for nor received funding from FEMA or any other Federal Agency. Recipients must indicate any transit related expenses reimbursed by FEMA or another Federal Agency regardless if their applicable. Please include the following statement:

*The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.*

### **ARP Act Obligation Requirements**

**Congress has mandated that ARP Act funds must be obligated as soon as possible, consistent with the goals of economic stimulus. Funds are available until September 30, 2024. The lapsing date to obligate funds available under the ARP Act is October 1, 2024. Transit systems are encouraged to spend funds and be expeditious to respond to local needs.**

By obligation, FTA means that a state has submitted a completed program of projects that has met all requirements and that FTA has executed a project agreement with the state. Thus, all obligation deadlines associated with the ARP Act relate to ALDOT, is therefore passed through to its subrecipients. ALDOT expects all successful applicants to meet the spirit of the ARP Act legislation and carry-out projects in a timely and efficient manner. Additionally, applicants must certify that the applicant has not furloughed any employees.

**ARP Act of 2021 Furlough Certification**

Name of the Applicant Cullman County Commission - CARTS

Certifies that it and any contractors it may use is a provider of public transportation and that as a CARES or CRRSAA grant applicant can make a certification in any of one of the following three circumstances:

- The applicant intends to use all unobligated CARES Act funds and all CRRSAA funds on payroll and operations of public transit, including payroll and expenses of private providers of public transportation; or
- The applicant, and any subrecipient or contractor that is a provider of public transportation, (a) currently are not furloughing any employees; (b) have, to the maximum extent possible, brought back any employees previously furloughed as a direct result of financial challenges caused by the COVID-19 public health emergency; and (c) have rehired, or posted to rehire, any positions of employees who were laid off as a result of financial challenges caused by the COVID-19 public health emergency; or
- The applicant, and any subrecipient or contractor that is a provider of public transportation: (a) intends to use CARES Act or CRRSAA funds to bring back any employees previously furloughed as a direct result of financial difficulties caused by the COVID-19 public health emergency, to the maximum extent possible; (b) intends to use CARES Act or CRRSAA funds to rehire any positions of employees who were laid off as a direct result of financial challenges caused by the COVID-19 public health emergency; and (c) explains how it has spent CARES Act or CRRSAA funds on payroll, operations, or payroll and expenses of private providers of public transportation "to the maximum extent possible."

\_\_\_\_\_  
Signature of Authorized Representative of Applicant

  
\_\_\_\_\_  
County Commission Chairman

\_\_\_\_\_  
Date

10/17/2023

# GOODSAMARITAN HEALTHCLINIC

401 Arnold Street N.E., Suite A • Cullman, Alabama 35055

Phone: (256) 775-1389 • Fax: (256) 775-1396

October 17, 2023

Dear Chairman Clemons and Commissioners:

I wanted to extend my sincere gratitude for taking the time to visit Good Samaritan Clinic and learn about the valuable work we do within our community. Your interest in understanding the impact of our efforts was deeply appreciated by our entire team.

By way of recap, I'm sharing a summary of our patient activity as it relates to the opioid crisis:

- In 2022, GSHC treated 41 patients from four local residential addiction recovery programs. As of July 2023, we had treated 48 new patients from these programs. In addition to the patients from these programs, a large majority of our patients have a history of illegal drug use.
- In 2022, GSHC served 554 unduplicated patients. All new patients to the Clinic are screened during their initial visit for Hep C, which is prevalently transmitted by the sharing of IV needles or snorting cocaine. Approximately 80% of new patients have a history of illegal drug use as indicated by a positive Hep C test. Hep C can remain dormant for 20 years before being symptomatic. We are identifying patients who are not aware they are Hep C positive and are referring them for treatment.

During your visit, we had the opportunity to share our vision for the future and discuss our ambitious goals. As we strive to further our mission and enhance our community's well-being, we are excited to pursue this significant project that aligns with our core objectives.

Funds from the Cullman County Commission would provide us with additional matching funds as we apply for the ARC competitive grant which is due November 15. Your contribution would allow substantial progress toward achieving our dream of building a new clinic facility. As shared during our meeting, Good Samaritan Clinic addresses the Opioid Epidemic in several ways, while ultimately allowing our community members and patients to manage their conditions, re-enter the workforce, and lead productive satisfying lives. As a recap, please see the attached statements from the staff who shared during our meeting.

Our goals for this new clinic are threefold:

1. **Long-Term Mission Fulfillment:** By establishing this new clinic, we will be better positioned to fulfill our mission over the long term, ensuring that we can continue making a meaningful difference in the lives of those we serve by expanding our reach and impact.
2. **Prevention and Wellness Component:** We are excited to introduce a prevention and wellness component to our service offerings. The addition of a fitness/cardio room will provide access to exercise facilities thereby empowering our community members to take proactive steps towards their health and well-being, ultimately contributing to a healthier population.
3. **Exceptional Care for All Uninsured Residents:** Our new clinic will provide a desirable and exceptional option for all uninsured residents in our community. We are committed to ensuring that quality healthcare remains accessible to everyone, regardless of their health insurance coverage status.

I humbly request the County Commission's consideration and approval for funding for our capital campaign. The timeliness of your donation will allow us to receive matching funds from the ARC competitive grant through ADECA. Your support would not only enable us to build an up-to-date clinic but also reinforce the vital role our organization plays in the community's overall well-being.

Once again, thank you for your visit and your ongoing dedication to fostering positive change within our community. We eagerly anticipate your decision and are hopeful for your approval of these much-needed funds.

Gratefully,

A handwritten signature in cursive script that reads "Jolanda Hutson".

Jolanda Hutson | Executive Director  
[jhutson@goodsamaritancullman.com](mailto:jhutson@goodsamaritancullman.com)



#### Executive Director Statement....

Good Samaritan Health Clinic addresses the Opioid Epidemic in several ways:

1. GSHC does not dispense controlled substances or narcotics. Patients know they can not get these meds at the clinic as soon as they walk in the door (there is a large white and red sign), so they don't even attempt.
2. GSHC helps bridge the gap from addiction to becoming productive sober citizens. Many of these individuals have not had access to routine healthcare services for quite some time and many have done without routine maintenance medications that they need. We provide them with a full range of medical services to assist them in regaining their health and normal living.
3. We have a partnership with four of the addiction recovery residential facilities in our community....RWO, The Foundry, The Lighthouse, and The Bryan/Clay House. We have letters of support from these along with the numbers of patients seen by year. We actively pursue these residents and have heard many wonderful testimonies from many of them. (See attached: two letters of support, patient volume, cover article of Spring 2023 donor newsletter). The Lighthouse guys came to the clinic one evening to learn about our services and complete applications for eligibility.
4. GSHC is exploring the opportunity to offer educational seminars relating to addiction for families and friends of those affected by this crisis. One of our staff members worked with Bradford for 5 years, so she's seen the crisis from a more unique perspective than most. Her former supervisor is a preceptor of pharmacy school interns and is interested in offering education classes/seminars. We are gathering information from our patients as to what needs they may have and would like to see in a seminar.
5. We have 4 providers/medical professions on staff here at GSHC that interact with our patients on a daily basis...CRNP, LPN, and 2 CPhT. They bring a wealth of experience to GSHC not only in the medical field but also in working with those involved in and battling addiction. See attached their statements of experience and background, as well as comparison and contrast of their prior experience with what patients receive at GSHC.

Jolanda Hutson

Executive Director

Statement from Patricia Calvert, CRNP, at Good Samaritan Health Clinic.....

Today was such a blessing for the clinic- we, the Staff, were able to tell our stories and share our ideas of just how our clinic benefits our patients pertaining to the Opioid Epidemic. When a patient comes into our office for the first time, they see printed in black and white "We do not treat Chronic Pain". The patients, therefore, are buying into the idea and are more receptive to other treatment modalities (like PT referrals, use of muscle relaxers, NSAIDS, etc.). We are also part of a larger community working together to meet the needs of Opioid Addiction and Recovery.

At my previous job where I worked for nearly 12 years as a NP, we treated pts for Chronic Pain, Anxiety, ADHD, etc. and were eventually penalized by the AMA Board for the amount of prescriptions written (my Collaborative MD was in the top 5 % Opioid Prescribers in the State of Alabama). There was also pressure from the patients to keep escalating the drug strengths to meet their pain relief, and pressure from the Pharmaceutical Companies to write their products!!

So, for nearly 5 years now, I have worked in this clinic in the role of a NP and have treated Chronic Pain without the use of Opioids! The clinic offers patients hope for the future, counseling to support their needs, and other meds for the treatment of pain such as: NSAIDS, Muscle relaxer, etc. Partnering with The Lighthouse, Bryan Clay House, The Foundry, and RWO helps this clinic to fulfill the needs of this population who would otherwise have nowhere to turn in their recovery.

Patricia Calvert, CRNP

Statement from Gayla Pierce, LPN who works as a medical assistant and phlebotomist at Good Samaritan Health Clinic....

First of all, I would like to thank you for your time and concern about the opioid crisis.

I have worked in the medical community for 40 years and have seen the crisis on the rise and it is effects everyone to some capacity. I previously worked at a medical office, and we were unknowingly contributing to this crisis by giving prescriptions monthly to our patients for opioids, antipsychotics, and ADHD meds. Some people are under the impression that if you have a prescription for these you do not have a problem with addiction. This is incorrect. After leaving the facility I previously worked for, due to the office closing, I reflected back on all I learned by working there and having to work through the process of reducing the prescription access for these meds. Our patients were at a dis service at this time and did not understand why they could not get their meds as previously prescribed and at the amounts they had been being given RX's for. After this crack down by the board of medicine we unfortunately saw some of our patients seek some of these meds elsewhere by drug seeking other medical facilities as well as getting some things off the street. As a side note we would see some people become illegal drug addicts and some even lose their lives.

After getting the awesome privilege of working here at the clinic I saw another aspect of this. I see people who have come from homelessness, prison and Mothers who don't know what else to do and they bring their grown children here for health care. We can offer them help in many ways.

Some ways that we can help are by providing them with healthcare...With NO NARCOTICS or controlled substances. We can offer them counseling and just a safe no judgement area to seek help for their health issues that some have gotten from using drugs. Also, this could affect the community as well such as a hepatitis outbreak. We can diagnose and try to get them help with this. Sometimes it takes just educating them with other medications that can help with physical and depression issues as well as physical therapy or finding out the cause for the physical pain and treating them. We can help prevent some of these issues by offering this health care to patients who come from the street, who are homeless, who have been incarcerated and who cannot hold a job because they have health issues they cannot afford to pay to have addressed. We see a lot of patients that come from The foundry, The Brian Clay House, the RWO and the Lighthouse. If we did not have this facility that can offer treatment for these people, they would seek out the only resources that they had previously known. More times than not that would be drugs they have access to from the street.

If we could stop this Opioid crisis I believe we would have hardly any crisis to address as this reaches all areas of our daily lives and the future of our generations.

Thank you so much,

G. Pierce, LPN

Statement from Susan Kirk, CPhT and Receptionist at GSHC....

First, I would like to say thank you from the bottom of our hearts for considering us for funding for the opioid crisis. I truly believe that we here at Good Samaritan have a positive impact on the community by providing care in so many ways to individuals in our community that are in active recovery. I have 22 years' experience in pharmacy, first as a technician in a retail environment and then on to 5 years as a med room tech at Bradford Health Services Alcohol and Drug Addiction Facility. At Bradford I learned so much about addiction and saw that it affects all walks of life, these people do not wake up one morning and just choose to become an addict. There is a lot of different reasons why and how this happens: life trauma ( a way to cope ), just trying to fit in with the crowd and your friends may be able to stop but you find that you can't, a major surgery or accident puts you on pain killers and you like the way they make you feel and so you seek more and more, I could go on and on.

I believe God took me to Bradford to learn compassion for the addicted and now He has brought me here to continue that journey. We don't just treat the patients. We love on them. We let them know that they are worthy of good care, that they matter. We provide so many services that are vital to their recovery such as medical, mental, and dental health. We cheer them on when they graduate from their programs and encourage them to continue their care with us. So, with that said, my hope is that we might receive some additional funding so that we can grow, expand, and continue to help with the opioid crisis in our community.

Thank you for your time,

Susan Kirk, CPhT

Good Samaritan Health Clinic

Receptionist/Back up Pharmacy tech

## How Good Samaritan Health Clinic meets criteria of Core Strategies and Appropriate Uses for Opioid Remediation Funds

### **Schedule A: Core Strategies**

#### **B. MEDICATION-ASSISTED TREATMENT (MAT) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

Good Samaritan Health Clinic serves as a hub to provide these support services. We partner with the four local residential addiction recovery programs in Cullman County (i.e., The Lighthouse, The Foundry, Bryan/Clay House, and Restoring Women's Outreach). GSHC helps bridge the gap from addiction to becoming productive sober citizens. Many of these individuals have not had access to routine healthcare services for quite some time and many have done without routine maintenance medications that they need. We provide them with a full range of medical services to assist them in regaining their health and normal living, including mental health counseling, non-opioid medications, and community services needed to regain their independence.

Patients see the Clinic as a safe, judgement-free zone where they can receive compassionate care along with access to numerous resources many have done without for quite some time. No other place in Cullman County provides the services we provide for free to the uninsured.

#### **E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

GSHC partners with local residential addiction recovery programs thereby allowing them to expand their service offerings to meet the needs of their clients. GSHC provides mental health counseling and medications to treat mental health conditions. We have Social Services volunteers (retired professionals) who connect our patients with resources to address Social Determinants of Health (SDOH) such as food insecurity, housing, utilities assistance, transportation, job placement, safety from harm, etc. All GSHC patients have access to these resources.

### **Schedule B: Approved Uses**

#### **A. TREAT OPIOID USE DISORDER (OUD)**

GSHC provides treatment of trauma for individuals with OUD and family members. Through the CRNP's interaction with the patient during their History and Physical, she identifies scope of patient needs and treats, or refers for treatment, accordingly. Treatment includes referring for mental health counseling and prescribing/providing medications at no cost to our patients.

#### **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

The Clinic provides mental health counseling and non-narcotic medications to treat mental health disorders free of charge to our patients. In addition, the GSHC provides information on available services to support long-term housing, transitional housing, and recovery housing needs. There is a patient designated computer in the Clinic whereby patients have supervised access to valuable resources. In addition, patients in need of gasoline cards have access to them on a once per month basis.

#### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

To reiterate, GSHC serves as the hub to connect these individuals not only to medical services but also to community-based services including mental counseling, job placement, residential recovery treatment programs, food security, long-term housing, and transportation. GSHC screens for OUD during the H&P new patient intake and is able to provide urine drug screens if needed, plus additional information/handouts of residential recovery avenues.

GSHC works in tandem with Cullman Regional Medical Center to assist patients in transition from OUD and mental health conditions into clinically appropriate follow up care. In addition, GSHC supports local EMS to connect individuals to treatment or other appropriate services. One of the Clinic's board of directors is the Community Paramedic whose goal is to keep individuals from being readmitted to hospital. In doing so, the paramedic connects community members with the Clinic so that treatment, when appropriate, can be done in an outpatient setting.

#### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

GSHC provides support for non-opioid pain treatment alternatives including massage therapy, NSAIDs, muscle relaxers, PT, Tylenol, etc. The PDMP is checked before Gabapentin or Ultram scripts are dispensed. GSHC supports the annual drug take-back day by promoting it on Clinic's social media outlets.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

GSHC is seen as a resource for the uninsured in our community. The Clinic can provide information to patients so that they can get naloxone and other drugs that treat overdoses. The Clinic tests for infectious diseases such as Hep C and refers for treatment if positive results.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

At the foundation of GSHC, we strive to prevent overprescribing, opioid use, and opioid overdoses by treating those with OUD and mental health conditions, support individuals in treatment and recovery, connect them to care, and implement strategies to abate the opioid epidemic.

In closing, this is a summary of our current operations. However, we are currently pursuing educational seminars to be offered in the near future and are open to fulfill additional needs in our community pertaining to the opioid crisis.

Sincerely,



Jolanda Hutson | Executive Director

[jhutson@goodsamaritancullman.com](mailto:jhutson@goodsamaritancullman.com)

*"Go and do likewise."*

Luke 10:37



380 New York Street  
 Redlands, CA-92373  
 Phone: (909) 793-2853

Invoice : 94570442  
 Order : 40055860  
 Customer : 315805  
 Customer PO : Email Willingham  
 P.O. Date : 06/30/2023  
 End User : 315805  
 Project :

Document date : 09/26/2023  
 Delivery :

County of Cullman  
 R. P. MONTEBELLOL

**Invoice**

Page : 1

Bill to:  
 Barry Willingham  
 County of Cullman  
 Appraisal Dept  
 PO Box 2220  
 Cullman AL 35056-2220

Ship to:  
 County of Cullman  
 Appraisal Dept  
 500 2nd Ave Sw  
 Cullman AL 35055-4109

**Terms of payment: Net Due 30 days, no discount**

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal/software-license](http://www.esri.com/legal/software-license).

Enterprise Agreement Fee Software/Maintenance

Term: 10/01/2023 - 09/30/2024

Item Subtotal	55,000.00
<b>Total:</b>	<b>USD 55,000.00</b>

FEIN: 95-2775732  
 DUNS/CEC: 06-313-4175 CAGE: 0AMS3  
 Please detach lower portion and return with remittance



Barry Willingham  
 County of Cullman  
 Appraisal Dept  
 PO Box 2220  
 Cullman AL 35056-2220

Remit Payment to:  
 Environmental Systems Research Institute, Inc.

**By Check:**  
 P.O. Box 741076  
 Los Angeles  
 CA 90074-1076

**Electronic Instructions:**  
**Bank:** Bank of America  
**Wire ABA:** 026009593  
**ACH ABA:** 121000358

Acct#: 1496150335

Invoice: 94570442  
 Payer: 315805

**Document Date: 09/26/2023**  
**Total: USD 55,000.00**

**Summertown Metals - Hayden, AL**

7760 County Hwy 5  
Hayden, AL 35079

**ESTIMATE**

Estimate Number: m5600

Estimate Date: Oct 10, 2023

Page: 1

Voice: (205) 590-1521  
Fax: 9317961522



<b>Quoted To:</b>
SHANE BAILEY 500 SECOND AVENUE, S.W. 1-256-347-4006 CULLMAN, AL 35055 USA

SBAILEY@CO.CULLMAN.AL.US

Customer ID	Good Thru	Payment Terms	Sales Rep
BAILEYS	11/9/23	C.O.D.	

Quantity	Item	Description
		60X50X16 ROOF & UPPER GABLES STEEL TRUSS 4/12 PITCH 18" OH 1-24X80 SIDE SHED ON GABLE END *TO MAKE "T" * SIDE SHED TO HAVE 20' BAYS *5 BAGS PER POST*
14.00	PT8820	8X8X20PT
5.00	PT8818	8X8X18PT
2.00	PT8824	8X8X24 PT
2.00	PT8828	8X8X28 PT
1.00	PT8832	8in X 8in X 32 PT
120.00	QCR	BAGS SACKRETE 80 LB 42 CT PER PALLET
48.00	LAG5	1/2" X 5" GALV. LAG BOLTS
3.00	PAL	Q/C PALLET CHARGE
6.00	TSGT601288	60' STEEL GABLE TRUSS 4/12 PITCH 10' O/C 8X8 POSTS NO K/B 18 O/H *NON-STOCK****
9.00	TSST24881	24' STEEL SHED TRUSS 1/12 PITCH FOR 8X8 POST 18 O/H *NON*STOCK****
2.00	TSBJ2088E	20' STEEL BAR-JOIST END FOR 8X8 POSTS REGULAR (UP TO 40' TRUSSES)
2.00	TSBJ2088C	20' STEEL BAR-JOIST CENTER FOR 8X8 POSTS REGULAR (UP TO 40' TRUSSES)
225.00	SYP2610	2X6X10 SYP PERLINS
70.00	SYP2620	2x6x20 SYP PERLINS
50.00	SYP2620	2x6x20 SYP GABLE
12.00	SYP2620	2x6x20 SYP FACIA
10.00	PT2612	2X6X12 PT METAL
1,141.72	#1 PTD	#1 PAINTED-29 GAUGE 40 YR 34 @ 33'7" ROOF
710.91	#1 PTD	#1 PAINTED-29 GAUGE 40 YR 27 @ 26'4 SS ROOF

Estimates are an approximation of charges to you, and they are based on the anticipated d of the work to be done. It is possible for unexpected complications to cause some deviation the estimate. If additional materials or labor are required you will be contacted immediately.

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



# Summertown Metals - Hayden, AL

7760 County Hwy 5  
Hayden, AL 35079

# ESTIMATE

Estimate Number: m5600

Estimate Date: Oct 10, 2023

Page: 2

Voice: (205) 590-1521

Fax: 9317961522

**Quoted To:**

SHANE BAILEY  
500 SECOND AVENUE, S.W.  
1-256-347-4006  
CULLMAN, AL 35055  
USA

SBAILEY@CO.CULLMAN.AL.US

Customer ID	Good Thru	Payment Terms	Sales Rep
BAILEYS	11/9/23	C.O.D.	

Quantity	Item	Description
380.00	#1 PTD	#1 PAINTED-29 GAUGE 40 YR 4 EACH @ 5'-6'-7'-8'-9'-10'-11'-12'-13'-14' GABLE
62.00	#1 PTD	#1 PAINTED-29 GAUGE 40 YR 2 EACH @ 3'-3'3'-3'6'-3'9'-4'-4'3'-4'6'-4'9' SS GABLE
16.00	#1 PTD	#1 PAINTED-29 GAUGE 40 YR 8 @ 2' SKIRTING TRIM
21.00	PC210BA	1 1/2in X 5 1/2in X 10' ANGLES BARN RED
17.00	JC10	10' 3 J-CHANNEL""
2.00	RET10	10' RESIDENTIAL EVE TRIM
6.00	EW10	10' ENDWALL FLASHING
3.00	OC10	10' OUTSIDE LARGE CORNERS
4.00	OC16	16' OUTSIDE LARGE CORNERS
8.00	OC20	20' OUTSIDE LARGE CORNERS
6.00	RC10	10' 9in RIDGE CAP
6.00	FV	20' ROLL 1"X2" FLEX-PRO-VENT
4.00	EMSEAL1119	ROLLS EMSEAL 1X1X19'6in
2.00	HDGRS10D30	10D 30 DEG HDGRS CLPHD PAPER TAPE NAIL
11.00	MRSWB1.5BL	BAGS OF 250 CT 1.5in SCREWS BLACK
25.00	MRSWB1.5BA	BAGS OF 250 CT 1.5in SCREWS BARN RED ROOF
7.00	MRSWB1.5BA	BAGS OF 250 CT 1.5in SCREWS BARN RED WALLS
4.00	MRSWB1.5BA	BAGS OF 250 CT 1.5in SCREWS BARN RED TRIM
2.00	RS00	CLEAR ROOFING SEALANT
63.00	FRCL-M	COORDINATED LABOR FREIGHT
1.00	MKMFT	MATERIAL COST OVER-RUN NON REFUNDABLE
1.00		LABOR
1.00		GENERAL CONTRACTING LICENSE, WORK MANS COMP, LIABILITY INSURANCE FEE 15%

Estimates are an approximation of charges to you, and they are based on the anticipated d of the work to be done. It is possible for unexpected complications to cause some deviation the estimate. If additional materials or labor are required you will be contacted immediately.

Subtotal	55,645.34
Sales Tax	5,008.08
<b>TOTAL</b>	<b>60,653.42</b>



733 Woodall Rd  
 Decatur AL 35601  
 (256) 552-8373, (256) 916-8766  
 Blake@deepsouthconstructionpros.com


# Estimate

<b>ESTIMATE #</b>	1028710575
<b>DATE</b>	10/12/2023
<b>PO #</b>	

<b>CUSTOMER</b>
Cullman County Water Department Shane Bailey 2020 Beech Avenue Southeast Cullman, AL, 35055 (256) 347-4006  Sbailey@co.Cullman.AL.us

<b>SERVICE LOCATION</b>
Cullman County Water Department  2020 Beech Avenue Southeast Cullman, AL, 35055 (256) 347-4006  Sbailey@co.Cullman.AL.us

<b>DESCRIPTION</b>
--------------------

<b>Rear Porch - B</b>		
<b>Description</b>	<b>Qty</b>	
 <p><b>Helical Piers</b>            The installation of a helical pier under the pre-existing footer of the home to stabilize it from further settlement in the area of installation. A mini-excavator will be used at time of install. At time of inspection, specialist will not be able to know at what possible depth a pier will need to be installed. If during installation the helical piers attain a depth of more than 14 feet, 7 foot extensions will be installed until correct depth has been attained and additional cost for extensions will be added to the final job cost.</p>	17.00	
 <p><b>Remove and Replace Concrete for Pier Installation (Per Pier)</b>            The removal and replacement of concrete at pier installation site.</p>	17.00	
<p><b>Broom Finished Concrete (SQ/FT)</b>            Form, Pour, and Finish</p>	340.00	



**Concrete - Demo and Haul Off (Per Sq Ft)**

340.00

Concrete demo price is for a 4" depth. If the concrete is thicker than 4", customer is responsible for additional labor and possible dumpster charges.



**Concrete Pump - Small Line**

1.00



**Concrete Truck (Per Yard) 6 or More - 3000 PSI**

10.00

Square footage and/or yards for concrete are estimated. Additional concrete may be needed to complete the project. Customer is responsible for additional concrete.



**Job Notes**

1.00

Use concrete slurry mix to void fill under porch

*Notes*

10%

**CUSTOMER MESSAGE**

**Estimate Total:**

**\$29,868.53**

All Prices quoted are valid for **10 days from the date of stated on** the quotation.

A 4% Convenience **Fee** will be added to any payments that are made with **credit card, charge card, debit card, ACH/E-check, and loans**. This **fee** will be due at the time of the **payment** and is non-refundable. Cash, paper check, or money order payments are excluded from additional **fees**.

D.A.B. RESTORATION LLC

## NOTES, EXCLUSIONS AND CONTINGENCIES

### *CULLMAN COUNTY COURTHOUSE RESTORATION PROJECT*

- This quote only covers the described work above.
  - Demolition costs are in this quote.
- All of the necessary labor needed for this project that can be best established, at this time, is included in this quote.
  - No environmental testing or remediation is not included in this quote. If any such work is required: A change order will be required and approved by the client.
  - The existing light fixtures in the kitchen area must be used, per this quote.
- Property owner must confirm the activeness or inactiveness of the electrical panel in the kitchen.
- Materials for this project must be provided by the property owner per material list provided by D.A.B. Restoration LLC.
- Any plumbing work required to connect the new bathroom to the existing plumbing will be additional and require a change order approved by the property owner.
- The wall extension and installation of windows in the holding cells is contingent on the structural integrity of the building.
- A structural engineer may be required to assess and validate the structural integrity and the cost must be billed to owner if one is needed. If an engineer is required and requests for additional work to be done to complete the owner's request for the extension and window installations: A change-of-work order will

be submitted and must be approved by the owner, prior to work beginning.

- Any and all HVAC work that may be required in this project is not quoted and must be done by another entity.
- Any dumpsters and the disposal of all debris will be provided and done by the county.

D.A.B. Restoration LLC is 100% committed to providing a scale of work that is held to upmost and highest standards. We are also committed to providing efficient and effective work. We look forward to the possibility of starting a professional relationship with Cullman County and the hard-working and devoted men and women employed there-in.

Thank you for the consideration of this proposal and please let us know how you'd like to proceed.

Appreciatively,

Damien Alexander Brock

owner/operator at

D.A.B. RESTORATION LLC

(256)-930-8600

brockdamien91@gmail.com

D.A.B. RESTORATION LLC

## QUOTE FOR SERVICES

### CULLMAN COUNTY COURTHOUSE RENOVATION PROJECT

#### ➤ **CELL ALTERATIONS**

- Remove cell doors and frame with wood around remaining bars.
- Install luxury vinyl tyle flooring.
- Convert existing cells into offices.
- Install, finish and paint sheetrock.
- Electrical work as needed.
- Install a 36-inch, solid-core birch door.

#### ➤ **BREEZEWAY**

- Extract a single steel door and leave a void.
- Frame the breezeway with wood. Install, finish and paint sheetrock.
- Install luxury vinyl tile flooring through entirety of breezeway.
- Any required electrical work.

#### ➤ **KITCHEN ALTERATIONS**

- Convert the kitchen space into storage and office spaces.
- Install window supplied by county.
- Demo remaining space.
- Build a storage closet with a 30-inch door on the left side of the room.
- If existing plumbing allows: Remove a single door to build a bathroom.

- Stud framing, sheetrock installation, sheetrock finishing and sheetrock painting for all of the walls.
- Installation of luxury vinyl tile.
- Any required electrical work.
- If the existing electrical panel is active: Access will need to be provided. (Contingent on owner confirmation).

➤ **HOLDING CELL ALTERATIONS**

- Turn holding cell into storage space.
- Expand back cell wall to exterior wall and add a single window for each cell if building layout allows.
- Extricate cell door.
- Frame around remaining bars with wood.
- Install, finish and paint sheetrock.
- Install luxury vinyl tile.
- Install 36-inch, birch, solid-core door.
- Any required electrical work.

**TOTAL COST: \$97, 585**



# Cullman County Commission

Cullman, Alabama

**Upon completion, submit this form to Shane Bailey in the Commission Office**

Date: September 25 2023

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: XXX Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction XXXX Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: \_\_\_\_\_ Property Decal #: \_\_\_\_\_

Serial # or VIN: 1GNLCDECXJR317139 Tag # 51347CO

Description: 2018 CHEVROLET TAHOE POLICE VEHICLE

Reason for disposal: NO LONGER NEEDED FOR LAW ENFORCEMENT USE (191,000)

Department: SHERIFF

Department Head Signature: *Mark Hogan, Major*

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

**PHILIP WIDNER, P.E.**  
County Engineer  
pwidner@co.cullman.al.us



**JON BRUNNER, P.E.**  
Assistant Engineer  
jbrunner@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058  
Phone: 256-796-1336 Fax: 256-796-7039

October 2, 2023

### **Proposed considerations for upcoming Commission meeting on Tuesday October 17, 2023**

- Proposed re-subdivision of Lots 3,4, and 5 of Duck Creek Estates. A minor subdivision located on County Road 1669 and corner of County Road 1668 in Commission District 3.
- Proposed Smith Lake RV Resort Phase 4. A major Private subdivision containing 58 Lots located off County Road 202 in Commission District 4.
- Proposed re-subdivision of Lot 1 of Magic Farms Subdivision. A minor subdivision located on County Road 1539 and County Road 1319 in Commission District 1.

**PHILIP WIDNER, P.E.**  
County Engineer  
pwidner@co.cullman.al.us



**JON BRUNNER, P.E.**  
Assistant Engineer  
jbrunner@co.cullman.al.us

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October 10, 2023

### **Proposed considerations for upcoming Commission meeting on Tuesday October 17, 2023**

- Proposed names change of Hamby subdivision to Jacob's Well subdivision located on County Road 599. Hamby subdivision was originally approved May 16<sup>th</sup>, 2023. There have been no changes to the original plat.