

**Pierce County Board of Commissioners
Called Meeting Minutes
Tuesday, March 31, 2020 8:00AM**

Commissioners In Attendance

Neal Bennett, Chairman
Harold Rozier, District 1
Mike Streat, District 2
Randy Dixon, District 3
David Lowman, District 4

Staff in attendance

Jason Rubenbauer, County Manager
Franklin Rozier, County Attorney
Amy Hitt, County Clerk

1. **Call to Order** – Chairman Bennett called the meeting to order at 8:30 AM.
2. **Invocation and Pledge of Allegiance** – Chairman Bennett asked Jason Deal to give the invocation and then led the pledge of allegiance.
3. **Approval of the Agenda**

Commissioner Randy Dixon made a motion to approve the agenda as presented. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

4. **Request to award Chiller Bid at 705 College Ave.** Chairman Bennett shared that there were three responses to the RFP. Air Management at \$125,851.00, Copper Construction at \$105,494.00 and the low bidder Mock Plumbing at \$90,000.00 with a 6-8 week delivery time.

Commissioner Randy Dixon made a motion to approve the proposal from Mock Plumbing of \$90,000.00. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

5. **Request to approve Resolution 2020.3.31.01 - Resolution approving the waiver of certain penalties and interest by the Pierce County Tax Commissioner.** Jason Rubenbauer, County Manager explained that this is designed to relieve the burden on our citizens. Commissioner Lowman asked how this might impact the budget? Manager Rubenbauer stated that the anticipated impact will be approximately \$20,000.00 based on the Tax Commissioner's estimate.

**RESOLUTION APPROVING THE WAIVER OF
CERTAIN PENALTIES AND INTEREST
BY THE PIERCE COUNTY TAX COMMISSIONER**

RESOLUTION NO. 2020-03.31.01

WHEREAS, on March 13, 2020, President Donald J. Trump declared a National Emergency as a result of the spread of the novel coronavirus disease known as COVID-19; and

WHEREAS, on March 14, 2020, Georgia Governor Brian P. Kemp also declared a Public Health State of Emergency due to the spread of COVID-19; and

WHEREAS, the measures implemented in response to the COVID-19 outbreak and in response to the National Emergency and Georgia Public Health State of Emergency have resulted in major disruptions to all aspects of life, including limitations on the availability of some county government services and operations, limitations on public gatherings, and self-isolation steps that have limited the ability of citizens to interact and conduct business with various county government offices; and

WHEREAS, state laws impose penalties and/or interest obligations on taxpayers who fail to make timely payments of taxes or fail to timely file certain documents, including:

- O.C.G.A. § 48-2-44(b), which provides that any person who fails to pay any ad valorem tax within 120 days of the date due shall be liable for and pay a penalty of 5% of the amount due; and
- O.C.G.A. § 48-2-44(a), which provides a penalty for willful failure to file a report, return, or other information required by law, to include personal property tax returns due by April 1st of each year as set forth in O.C.G.A. § 48-5-18; and
- O.C.G.A. § 48-2-40, which provides that any taxes owed to local taxing jurisdictions bear interest at the bank prime rate plus three percent, beginning on the date such taxes were due; and
- O.C.G.A. § 48-13-21(a), which provides that any person who fails to pay any special, occupational, or sales tax or license fee within 90 days of the due date, shall pay a penalty of 10% of the tax or fee due; and
- O.C.G.A. § 48-13-21(b), which authorizes local governments to collect interest on delinquent occupational taxes, regulatory fees, and administrative fees at a rate not to exceed 1.5% per month; and
- Pierce County Code 2005 Sec. 8-41, which authorizes the imposition of penalties and interest when special, occupation or sales tax or license fees become delinquent; and

WHEREAS, O.C.G.A. § 48-5-242 authorizes the county governing authority to delegate to the county tax commissioner the authority to waive, in whole or in part, the collection of penalties and interest assessed as a result of a taxpayer's failure to comply with laws relating to ad valorem taxation, where such failure was due to reasonable cause and not due to gross or willful neglect or disregard of the law; and

WHEREAS, the Pierce County Board of Commissioners finds that the unique circumstances surrounding the COVID-19 National Emergency and Georgia Public Health Emergency constitute due cause for failure to timely pay taxes within the timeframe described below;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Pierce County, Georgia hereby approves the waiver of penalties and interest on 2019 past due taxes accruing between April 1, 2020 and June 30, 2020 which are subject to collection by the Pierce County Tax Commissioner, as well as the waiver of late filing penalties assessed for failure to file personal property tax returns, where the original deadline for making such returns falls on April 1, 2020. These late filing penalties shall be waived from April 2, 2020 through June 1, 2020.

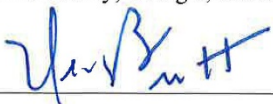
BE IT FURTHER RESOLVED, that the authority to make the final determinations as to which properties and taxpayers are entitled to the waivers described above is hereby delegated to the Pierce County Tax Commissioner.

BE IT FURTHER RESOLVED, that the authority to make the final determinations as to which current 2019 Occupational Tax Certificate holders are entitled to the waivers described above is hereby delegated to the Pierce County Manager.

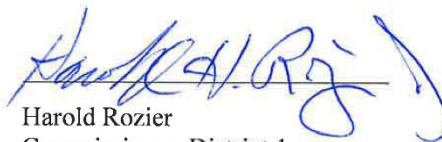
BE IT FURTHER RESOLVED, that the waiver of penalties and interest pursuant to this Resolution shall be valid through and including June 30, 2020, unless otherwise stated, after which, beginning on July 1, 2020 penalties and interest shall accrue and be payable on any unpaid balance then due and owing.

BE IT FURTHER RESOLVED, that this Resolution shall become effective when passed and adopted, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

SO RESOLVED, APPROVED, AND ADOPTED by the Board of Commissioners of
Pierce County, Georgia, this day of March 31, 2020.



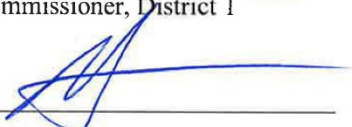
Neal Bennett
Chairman



Harold Rozier
Commissioner, District 1



Mike Streat
Commissioner, District 2



Randy Dixon
Commissioner, District 3



David Lowman
Commissioner, District 4



Attest:



Amy Hitt
County Clerk

Commissioner Randy Dixon made a motion to approve the resolution as presented.
Commissioner David Lowman seconded the motion. All voted aye and motion was
approved.

6. **Request to approve Letter of Agreement with Appling Health Care. Chairman Bennett asked that the Appling Health Care and Southeast Georgia Health System Agreements be considered at the same time.**

PROVIDER LETTER OF AGREEMENT

This Provider Letter of Agreement ("Agreement") is made and entered into by and between Appling Health System, a duly licensed healthcare provider under the laws of the State of Georgia ("Provider"), and Pierce County Board of Commissioners ("Client").

RECITALS

WHEREAS, Provider is a licensed healthcare provider operating in accordance with state and federal laws, rules and regulations, and that wishes to provide medical and related health care services to Client Members under its current healthcare benefit plan;

AND WHEREAS, Client offers a plan of health benefits coverage for individuals eligible for and enrolled in that plan for the provision of medical and related health care service by Provider to Members.

NOW THEREFORE, in consideration of their mutual promises and consideration herein, the sufficiencies of which are hereby acknowledged, the parties agree as follows:

Article I

Definitions

As used in this Agreement, unless otherwise defined in a program attachment all capitalized terms shall have the following meanings:

1.1 **"Claim"** means a claim that has no defect, impropriety, lack of substantiating documentation, including the information necessary to meet the requirements for encounter data, and using a completed UB-04 or CMS-1500 form or their respective successor forms or alternative electronic equivalents (which electronic equivalents must comport with all HIPAA Administrative Simplification Act requirements for electronic transactions), for Covered Services received timely by Health Plan and which complies with standard CMS coding guidelines, and/or other government program requirements where applicable, and requires no further documentation, information or alteration in order to be processed and paid timely by Health Plan.

1.2 **"Covered Services"** means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Member Benefit Contract.

1.3 **"Medically Necessary"** means those Covered Services and/or supplies that are: (a) appropriate and consistent with the diagnosis and treatment of the Member's medical condition; (b) required for the care and treatment of Member's medical condition directly except when care is preventive in nature; (c) compatible with the standards of acceptable medical practice in the

party provides written notice of non-renewal at least ninety (90) days prior to the end of the initial term or any renewal terms thereafter, or the Agreement is terminated in accordance with Section 3.2 below.

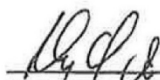
3.1.1 Provider acknowledges that the Effective Date of this Agreement is the date of final execution, by both parties. Client will countersign this Agreement and complete the blank portions on the signature page indicating the Effective Date, and return a countersigned original to Provider.

3.2 Termination.

This Agreement may be terminated at any time by either party, with or without cause, upon ninety (90) days written notice to the other party.

The undersigned authorized representatives of the parties have the authority necessary to bind all of the entities identified herein and have executed this Agreement to be effective as of April 1, 2020 (the "Effective Date").

Appling HealthCare System



Signature

Randy Crawford, CEO

Appling HealthCare System
April 1, 2020

Address for Notice:
Randy Crawford, CEO
Appling HealthCare System
163 E. Tollison Street
Baxley, Georgia 31515

Pierce County Board of Commissioners



Signature

Neal Bennett, Chairman

Pierce County Board of Commissioners
April 1, 2020

Address for Notice
Neal Bennett, Chairman
Pierce County Board of Commissioners
212 Nichols Street
Blackshear, Georgia 31516

Schedule A

Reimbursement Schedule

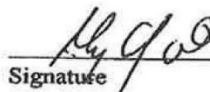
Provider hereby acknowledges that all services provided to employees and dependents of the Client will be billed per normal Provider billing systems and will be re-priced by CareValent, the client's re-pricing vendor and paid per the following schedule:

1. Facility based claims and ancillary services provided and billed by the client shall be reimbursed at 155% of the Medicare rate for each service as specified by an appropriate CPT Code.
2. Primary Care Physician services provided through Provider owned physician groups as listed in Addendum A shall be reimbursed at 125% of the Medicare rate per the appropriate CPT code for said physician services. This rate is inclusive of all services performed in the Primary Care Physician office environment.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this

31st day of March, 20 20

Appling HealthCare System

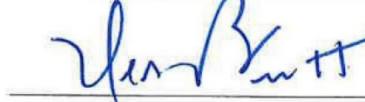

Signature

Randy Crawford, CEO

**Appling HealthCare System
April 1, 2020**

**Address for Notice:
Randy Crawford, CEO
Appling HealthCare System
163 E. Tollison Street
Baxley, Georgia 31515**

Pierce County Board of Commissioners


Signature

Neal Bennett, Chairman

**Pierce County Board of Commissioners
April 1, 2020**

**Address for Notice
Neal Bennett, Chairman
Pierce County Board of Commissioners
212 Nichols Street
Blackshear, Georgia 31516**

Addendum A

Appling HealthCare System Primary Care Physicians:

<u>Provider Name:</u>	<u>NPI Number:</u>
Fernando Orlando, MD	1982663381
Crystal Bright, MD	1851460786
Matthew Hodges, NP	1326403932
Rachel Peterson, NP	1811302029
Erin Hodges, NP	1275066714
Errol Graham, MD	1821081860
Michael Moss, MD	1851554935
Josefina Abendan, MD	1124196928
Melanie Young	1679855134

PROVIDER LETTER OF AGREEMENT

This Provider Letter of Agreement ("Agreement") is made and entered into by and between Southeast Georgia Health System, Inc., a duly licensed healthcare provider under the laws of the State of Georgia ("Provider"), and Pierce County Board of Commissioners ("Client").

RECITALS

WHEREAS, Provider is a licensed healthcare provider operating in accordance with state and federal laws, rules and regulations, and that wishes to provide medical and related health care services to Client Members under its current healthcare benefit plan;

AND WHEREAS, Client offers a plan of health benefits coverage for individuals eligible for and enrolled in that plan for the provision of medical and related health care service by Provider to Members.

NOW THEREFORE, in consideration of their mutual promises and consideration herein, the sufficiencies of which are hereby acknowledged, the parties agree as follows:

Article I

1. **Definitions.** As used in this Agreement, unless otherwise defined in a program attachment all capitalized terms shall have the following meanings:
 - 1.1 **"Claim"** means a claim that has no defect, impropriety, lack of substantiating documentation, including the information necessary to meet the requirements for encounter data, and using a completed UB-04 or CMS-1500 form or their respective successor forms or alternative electronic equivalents (which electronic equivalents must comport with all HIPAA Administrative Simplification Act requirements for electronic transactions), for Covered Services received timely by Health Plan and which complies with standard CMS coding guidelines, and/or other government program requirements where applicable, and requires no further documentation, information or alteration in order to be processed and paid timely by Health Plan.
 - 1.2 **"Covered Services"** means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Member Benefit Contract.
 - 1.3 **"Medically Necessary"** means those Covered Services and/or supplies that are:
 - (a) appropriate and consistent with the diagnosis and treatment of the Member's medical condition;
 - (b) required for the care and treatment of Member's medical condition directly except when care is preventive in nature;
 - (c) compatible with the standards of acceptable medical practice in the community;
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(d) provided in a safe, appropriate and cost-effective setting given the nature of the diagnosis and severity of symptoms; and

(e) are not experimental nor provided solely for the convenience of the Member or the health care provider.

1.4 "Member" means an individual who is enrolled with Client Health Plan and eligible to receive Covered Services under that Plan.

1.5 "Member Expenses" means copayments, coinsurance, deductibles and/or other cost-share amounts due from the Member for Covered Services pursuant to their Client Health Plan.

Article II

2. Claims/Encounter Data Submission & Payment

2.1 Claim/Encounter Data Submission. During the term of this Agreement, Provider shall prepare and submit electronically to Client, or Client's designee where applicable, Claims and Encounter Data for Covered Services rendered to Members along with all information necessary for Client to process such claims and/or to verify Covered Services rendered to Members in accordance with published standards applicable to the health care industry and as might be designated by Client, including without limitation use of certain electronic data interface companies or claims clearing houses used by Client and in format(s) within one hundred and eighty (180) days' of the date of service or the date of discharge from an inpatient facility, as applicable. Client, in Client's sole discretion, may deny payment for any claims received following the above referenced time period(s). In the event payment is denied as described herein, any Member Expenses shall be adjusted accordingly.

2.1.1 When submitting Claims and/or Encounter Data to Client, Provider shall:

- (a) use the most current coding methodologies on all forms;
- (b) abide by all applicable coding rules and associated guidelines, including without limitation inclusive code sets; and
- (c) agree that regardless of any provision or term in this Agreement, in the event a code is formally retired or replaced, discontinue use of such code and begin use of the new or replacement code following the effective date published by the appropriate coding entity or government agency. Should Provider submit claims using retired or replaced codes, Provider understands and agrees that Client may deny such claims until appropriately coded and resubmitted.

2.2 Payment.

2.2.1 Client, or Client's designee:

- (a) determines what services are Covered Services under the applicable Client Member Plan; and
 - (b) will process and pay or deny Claims submitted by Provider in accordance with the terms and conditions of this Agreement and applicable state and/or federal laws, rules and regulations regarding the timeliness of claims payments using Client's routine claims and payment processing policies, procedures and guidelines, which may include claim and code audit and edit determinations and other claims logic implemented by Client. Provider agrees to accept as payment in full for Covered Services rendered to Members during the term of this Agreement the rates set out in the applicable Schedule "A" Payment attachment(s) hereto. Provider shall collect Member Expenses for Covered Services directly from Members.
- 2.2.2 The parties agree that nothing contained in this Agreement nor any payment made by Health Plan to Hospital is a financial incentive or inducement to reduce, limit or withhold Medically Necessary services to Members.
- 2.3 Member Hold Harmless. Provider hereby agrees that in no event including, but not limited to, nonpayment by Client due to, Client's determination that services were not Medically Necessary or Client's breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member, or persons other than Client acting on any Member's behalf, for amounts that are the legal obligation of Client. The parties agree that this provision does not prohibit collection of Member Expenses for Covered Services from Members.
- 2.4 Non-Covered Services. Client will exclude from payment to Provider the cost of any non-covered service. Provider may charge and collect from Members for non-covered services if in each instance prior to their provision:
- (a) Member is advised in writing that the specific services are non-covered services; and
 - (b) the Member affirmatively agrees in writing to assume financial responsibility for payment of such specific services after being so advised. If Provider is uncertain whether a service is a Covered Service, Provider agrees to obtain a coverage determination from Client before advising the Member as to coverage and liability for payment and rendering services.
- 2.5 Claims/Payment Disputes. Should Provider dispute payment or payments made by Client under this Agreement, Provider must notify Client in writing of the dispute within ninety (90) days of the payment date or notice of denial or recoupment from Client, or Client's designee. Failure to submit such disputes within the above referenced time period constitutes a waiver of any such dispute and Client's payment shall be considered final, with no further appeal provided.
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Article III

3. Term and Termination

3.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date. Thereafter, the Agreement shall automatically renew for periods of one (1) year unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the initial term or any renewal terms thereafter, or the Agreement is terminated in accordance with Section 3.2 below.


3.1.1 Provider acknowledges that the Effective Date of this Agreement is the date of final execution, by both parties. Client will countersign this Agreement and complete the blank portions on the signature page indicating the Effective Date and return a countersigned original to Provider.

3.2 Termination. This Agreement may be terminated at any time by either party, with or without cause, upon ninety (90) days written notice to the other party.

ACKNOWLEDGMENT:

The undersigned authorized representatives of the parties have the authority necessary to bind all of the entities identified herein and have executed this Agreement to be effective as of April 1, 2020 (the "Effective Date").

Southeast Georgia Health System, Inc.


Signature

Director, Planning & Business Development

Michael D. Scherneck

President, CEO

Southeast Georgia Health System, Inc.

April 1, 2020

Address for Notice:

Michael D. Scherneck

President, CEO

Southeast Georgia Health System, Inc.

2415 Parkwood Drive

Brunswick, GA 31520

Pierce County Board of Commissioners


Signature

Neal Bennett

Chairman

Pierce County Board of Commissioners

April 1, 2020

Address for Notice:

Neal Bennett

Chairman

Pierce County Board of Commissioners

312 Nichols Street

Blackshear, GA 31516

Schedule A

Reimbursement Schedule


Provider hereby acknowledges that all services provided to employees and dependents of the Client will be billed per normal Provider billing systems and will be re-priced by 6 Degrees, the client's re-pricing vendor and paid per the following schedule:

1. Facility based claims and ancillary services provided and billed by the client shall be reimbursed at 165% of the Medicare rate for each service as specified by an appropriate CPT Code.
2. Primary Care Physician services provided through Provider owned physician groups as listed in Addendum A shall be reimbursed at 132% of the Medicare rate per the appropriate CPT code for said physician services. This rate is inclusive of all services performed in the Primary Care Physician office environ.
3. Specialist Physician services provided through Provider owned physician groups as listed in Addendum A shall be reimbursed at 160% of the Medicare rate per the appropriate CPT code for said physician services. This rate is inclusive of all services performed in the Specialist Physician office environ.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this

16th day of MARCH, 2020.

Southeast Georgia Health System, Inc.


Signature

Michael D. Scherneck, President, CEO

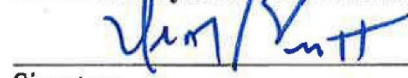
Michael D. Scherneck

President, CEO

Southeast Georgia Health System, Inc.

April 1, 2020

Pierce County Board of Commissioners


Signature

Neal Bennett

Chairman

Pierce County Board of Commissioners

April 1, 2020

Addendum A

Southeast Georgia Health System Provider Listing

Brunswick, GA Campus

<u>LastName</u>	<u>FirstName</u>	<u>NPI</u>	<u>Specialty</u>
Agresti	Nicholas	1669634010	Gastroenterology
Alexander	William	1639303589	Hospitalist
Allen	Vivian	1912089590	Neurology
Amodeo	Phillip	1609064146	Neurology
Badre	Shenon	1407929276	Endocrinology
Barnes	Sara Madison	1760938997	Orthopaedic Surgery
Barrett	Stephen	1609933308	General Surgery
Beach	P. Kevin	1770672982	Vascular Surgery
Bee	Joseph	1942431408	Otolaryngology
Beras Jovine	Maximo	1225422405	Hospitalist
Blumer	John	1619984150	Family Medicine
Bournigal	Erick	1275548547	Rheumatology
Bridges	Brad	1144649021	Pediatrics
Bristol	William	1962523639	Pediatrics
Buffington	Shontae	1083729446	Pediatrics
Calvey	Anna E	1265830087	General Surgery
Carter	Margaret	1184638702	Family Medicine
Carter	Mary Lee	1427000165	Hospitalist
Chaar Tirado	Natalia	1578818506	Endocrinology
Chambers	Christopher	1508361841	Hospitalist
Cheong	Abraham	1285624882	Medical Oncology
Chitty	Stephen	1902895824	Pulmonology
Clay	Scott	1003901117	Family Medicine
Clements	Frank D	1982679064	Orthopaedic Surgery
Correnti	Gary	1154383701	Neurosurgery
Dancy	Jason	1982643706	Physical Medicine & Rehabilitation
Dowdy	Jennifer	1174990501	Family Medicine
Faunce	Wesley	1003878877	Neurosurgery
Fernandez	Viagney	1124402722	Hospitalist
Fernandez	Enrique	1912978065	Neurology
Frankenberg	Fred	1669436911	Hospitalist
George	Joyce	1669768842	Endocrinology
Gilbert	Emily	1093185167	Pulmonology
Glaude	Mark	1205045093	General Surgery
Goodman	Margaret	1306860788	Obstetrics and Gynecology
Goodman	Neil	1104831064	Pediatrics
Gowen	James	1366484255	Obstetrics and Gynecology
Guevara	Freddy	1033599931	Hospitalist
Hansen	Karla	1326159120	Otolaryngology
Heine	David	1750397899	Internal Medicine
Hendrickson-Quirk	Mary	1700851284	Hospitalist
Hula	James	1164733390	Hospitalist
Jacinto	Pauline	1003131988	Infectious Disease

Joseph	Amanda	1336361187	Pediatrics
Kelly	Ma Ley Celeste	1487917159	Hospitalist
Kobaisy	Maisara	1841590908	Hospitalist
Laws	William	1316951619	Internal Medicine
Lewis	Kimberly	1275037186	Pulmonology
Limburg	John	1013900604	Family Medicine
Lindahl	Deborah	1114223690	Gastroenterology
Maurath	Katherine	1366452013	Physical Medicine and Rehabilitation
McCaskill	George Lee	1689619678	Hospitalist
McMahon	Michele	1427156900	Hospitalist
McQuigg	Lesli G	1851664445	Obstetrics and Gynecology
Meadows	Kenyon	1891726451	Radiation Oncology
Mobbs	Sarah R	1811401854	Pulmonology
Moyer	Donald	1851354179	Neurosurgery
Osta	Salim	1861485435	Medical Oncology
Pappalardo	Nancy J.	1851342356	Pulmonology
Perez Rivera	Ricardo	1821474099	Hospitalist
Peterlin	Melinda	1194712505	Pediatrics
Price	Tracey	1558779348	Internal Medicine
Rentz	Turner	1538122833	General Surgery
Reynolds	Terry	1912997859	Vascular and Interventional Radiology
San Juan	Carissa	1689838526	Hospitalist
Sarmiento	Paul	1437535614	Hospitalist
Savage	Douglas	1801859202	Neurosurgery
Schmidt	Regina	1013956044	Gastroenterology
Schueneman	Trent	1164484911	Family Medicine
Schwertner	Darrell	1952396350	Gastroenterology
Segeberg	Eric	1558428326	General Surgery
Setzer	Sandra	1902001001	General Surgery
Shelton	Danielle	1326309121	Family Medicine
Small	Julie B	1124576616	Radiation Oncology
Snow	James	1467405274	Immediate Care Medicine
Steelman	Laura	1093020661	Pediatrics
Steinberger	Paul	1710167424	Hospitalist
Stevenson	Sherman	1316935000	Otolaryngology
Strickland	Darrin	1174549042	Obstetrics and Gynecology
Sudduth	C. David	1851387310	Pulmonology
Sullins	Lisia	1609937499	Family Medicine
Sullivan	Michael	1255341988	Orthopaedic Surgery
Trefts	Lori	1306875117	Neurology
Tripp	Bruce	1982661641	Radiation Oncology
Tsai	John	1104972223	General Surgery
Urgiles	Susana C	1306298575	Southeast Georgia Physician Associates
Whitley	Lauren	1962763771	Family Medicine
Whitley	Justin	1134396153	Hospitalist
Whitlow	Justin	1780847947	Neurosurgery
Wiles	John	1659639847	Hospitalist
Wilkerson	Neil W.	1265783260	Neurosurgery
Williams	Misty	1932116209	Hospitalist
Williams	Steven	1316132202	Internal Medicine

Wilson	Nakia	1104265909	Neurology
Wilson	Shirley	1790711851	Obstetrics and Gynecology
Wood-Katz	Melissa	1023040581	Pediatrics
Wright	Lorie Ann R.	1164405676	Orthopaedic Surgery
Zito	Deborah L.	1316051030	Pediatrics

Camden, GA Campus

<u>LastName</u>	<u>FirstName</u>	<u>NPI</u>	<u>Specialty</u>
Agbayani-Bautista	Renali	1336113299	Pediatrics
Alba Yunen	Rafael	1497901987	Pulmonology
Arlauskas	Vincent	1841357563	General Surgery
Brantley	Damon	1902868011	General Surgery
Brock	Mitchell	1568488435	Obstetrics and Gynecology
Brown	Alan	1275590481	Hospitalist
Brown	Karah L.	1144575168	Orthopaedic Surgery
Carter	Denny	1396755039	Orthopaedic Surgery
Deese	J. Melvin	1124038856	Orthopaedic Surgery
Denlea	Nancy	1902874043	Obstetrics and Gynecology
Dino	Daniel	1326248105	Hospitalist
Egly	Jonathan	1063623700	Obstetrics and Gynecology
Ellis	Robyn N.	1522092910	Hospitalist
Ferguson	Erin M	1043871494	Orthopaedic Surgery
Fussell	Kevin	1164404901	Pulmonology
Highbaugh-Battle	Angela	1336261916	Pediatrics
Jamieson	Timothy	1548251010	Radiation Oncology
Joiner Hooks	Donna	1083053045	Family Medicine
Joseph	Jason	1356550610	Obstetrics and Gynecology
Katz	Matthew	1033258074	Urology
Kranc	David	1649267790	Urology
Levy	Herman	1184610313	Pulmonology
Mattox	Huitt	1548255920	Gastroenterology
McClain	Gary	1730184359	Orthopaedic Surgery
McKinnon	Meagan E	1285916437	Orthopaedic Surgery
Miller	Kacey R	1528257268	Orthopaedic Surgery
Moores	Duane	1598755191	Medical Oncology
Moran	Antonio	1396735908	Medical Oncology
Mosher	Steven	1205837150	Infectious Disease
Nickisch	Stephen	1578596615	Obstetrics and Gynecology
Nunnemann	Rudolf	1053308262	Urology
O'Connell	Phillip	1518930841	Family Medicine
Oglesby	LaVinci	1265861439	Gastroenterology
Peter	Renny	1578889556	Hospitalist
Porter	Jake	1235492737	Orthopaedic Surgery
Reece	Edward	1275593188	Obstetrics and Gynecology
Reece	Elizabeth	1255391165	Pediatrics
Sasser	Thomas	1174533814	Orthopaedic Surgery
Stoughton-Doherty	Kimberly	1154326932	Pediatrics
Sudduth	Elizabeth	1417020272	Infectious Disease

Vasanthakumar	Sinnathurai	1598714479	Internal Medicine
Wallace	Cynthia	1528257268	Obstetrics and Gynecology
Whitehead	David	1962403766	Gastroenterology
Whitesell	Janise	1154322899	Family Medicine
Whitesell	Thomas	1245231984	Internal Medicine
Yonz	Michael	1457610917	Orthopaedic Surgery

Commissioner Randy Dixon made a motion to approve the agreement with Appling Health Systems and with Southeast Georgia Health Systems as presented. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

- 7. Request to approve Letter of Agreement with Southeast Georgia Health System. Chairman combined with item 6.**
- 8. Request to approve Resolution 2020.3.31.02 Emergency Declaration for Pierce County.**

**A RESOLUTION DECLARING A STATE OF EMERGENCY FOR PIERCE
COUNTY, GEORGIA TO PROVIDE FOR THE PUBLIC SAFETY AND
HEALTH DUE TO THE NOVEL CORONAVIRUS 2019 GLOBAL PANDEMIC;
TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

RESOLUTION NO. 2020-03.31.02

WHEREAS, the President of the United States declared a National Public Health Emergency on March 13, 2020; and

WHEREAS, the Governor of the State of Georgia declared a State Public Health Emergency on March 14, 2020 and urged “local officials to do what’s in the best interests of their communities to keep people safe and stop the spread of coronavirus” on March 19, 2020; and

WHEREAS, the World Health Organization has declared Coronavirus Disease 2019 (COVID-19) a world health emergency and a pandemic; and

WHEREAS, the number of confirmed cases and deaths from COVID-19 is escalating rapidly, internationally, nationally, and locally; and

WHEREAS, based upon the experience of other local governments in Georgia, a growing number of other cases are likely to occur; and

WHEREAS, on March 16, 2020, the Center for Disease Control (CDC) and the President of the United States stated that any gathering of over 10 people should be discontinued or prohibited; and

WHEREAS, on March 23, 2020, Governor Kemp announced that “certain individuals with an increased risk of complications from COVID-19 to isolate, quarantine, or shelter in place,” covering those who “live in long-term care facilities, have chronic lung disease, are undergoing cancer treatment, have a positive COVID-19 test, are suspected to have COVID-19 because of their symptoms or exposure, or have been exposed to someone who has COVID-19”, and that the Department of Public Health would institute rules and regulations to implement such measures;

WHEREAS, on March 23, 2020, Governor Kemp additionally announced measures to “close all bars and nightclubs and ...ban all gatherings of ten or more people” unless they can assure spacing for at least six (6) feet apart between people at all times beginning at noon on March 24, 2020 and lasting until noon on April 6, 2020; and

WHEREAS, public health experts, including those at the CDC and the National Institutes of Health (NIH), have advised that individuals infected with COVID-19 are contagious even while experiencing minor or no symptoms and implored leaders to take immediate action to prevent further community spread of COVID-19; and

WHEREAS, preventing and slowing community spread of COVID-19 provides health systems additional time to obtain personal protective equipment necessary to protect health care workers and medical equipment necessary to treat COVID-19, and is therefore vital to the health of the nation;

WHEREAS, in the judgment of the Pierce County Board of Commissioners, there exist emergency circumstances located within its jurisdiction requiring extraordinary and immediate response for the protection of the health, safety, and welfare of the citizens of the community, the state, and the nation; and

WHEREAS, it is essential for the governing authority of Pierce County to act immediately in order to minimize the spread of COVID-19 and to prevent or minimize sickness, injury, or death, to people and damage to property resulting from this public health crisis; and

WHEREAS, O.C.G.A. § 38-3-28 provides the political subdivisions of this state with the authority to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes to supplement rules and regulations promulgated by the Governor during a State of Emergency; and

WHEREAS, the United States Supreme Court has previously held that “upon the principle of self-defense, of paramount necessity, a community has the right to protect itself against an epidemic of disease which threatens the safety of its members”; and

WHEREAS, the Pierce County Board of Commissioners are charged with the protections of the public health, safety, and welfare of the citizens of Pierce County, Georgia.

NOW, THEREFORE, IT IS HEREBY DECLARED that a local state of emergency exists within the County and shall continue until the conditions requiring this declaration are abated.

THEREFORE, IT IS ORDERED AND RESOLVED BY THE AUTHORITY OF THE PIERCE COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

Section 1. Findings of Fact

For purposes of describing the circumstances which warrant the adoption of an emergency ordinance, the governing authority of the Pierce County Board of Commissioners hereby adopt and make the findings included in the “WHEREAS” clauses as findings of fact.

Section 2. Declaration of Public Health State of Emergency

The Pierce County Board of Commissioners hereby declares a public health state of emergency within Pierce County, Georgia because of the proliferation of COVID-19 in the United States and the State of Georgia, which will remain in force and effect for fifteen (15) days from the date hereof.

Section 3. Public Gatherings on Pierce County Property

For the duration of the declared emergency, there shall be no public gatherings on any property owned or controlled by Pierce County, Georgia. To avoid confusion, the following definitions shall apply under this Section: a “public gathering” shall mean the organized gathering or assembly of ten (10) or more persons at a specific location; “property owned or controlled by Pierce County, Georgia” shall include any park, public square, public space, playground, recreational area, or similar place of public gathering, but nothing herein shall prohibit individuals or families from using sidewalks or designated pedestrian areas of parks for walking or other exercise if they are not participating in an organized gathering.

Section 4. Classification of County Services

For the duration of the declared emergency, the Chairman shall be vested with the following discretion and authority, to wit:

- (a) To categorize County services as either “required” or “discretionary,” and to periodically review and modify such categories.
- (b) To assign specific employees to required or discretionary services, and to periodically review and modify such assignments.
- (c) To contract for and expend non-budgeted sums and services, as may in his or her discretion be required to meet the demands upon government and services of Pierce County for the duration of the declared emergency, including therein authority to spend such sums from the reserves of Pierce County. Any such non-budgeted expenditures shall be reported to the Pierce County Board of Commissioners.
- (d) To maintain, to the best of the ability of the resources of the County, the provision of essential services, which shall include, but not be limited to, public safety, public works, healthcare, and building permits.

Section 5. Tolling of Deadlines

Any deadlines for the purchasing or obtaining by persons or businesses of occupation tax certificates, permits or similar civil approvals mandated by the Code of Pierce County, Georgia shall be tolled for the duration of the emergency as established herein, and for 15 days thereafter. Such persons or businesses shall obtain necessary permissions required by law but deadlines set by Code of Pierce County, Georgia are tolled for the duration of the emergency as established herein, and for 15 days thereafter.

Section 6. Personal Distance

All establishments such as grocery stores, pharmacies, and other businesses which remain open during the emergency must post signage on entrance doors informing consumers to maintain at least six (6) feet of personal distance between themselves and others and shall

not allow more than ten (10) people into such establishment at any one time if such social distancing cannot be maintained.

Section 7. Gatherings

All public and private gatherings of more than ten (10) people occurring outside of a household or living unit are prohibited. Nothing in this ordinance, however, prohibits the gathering of individuals for the purposes of carrying on business certified as "essential" by the Georgia Emergency Management Agency pursuant to O.C.G.A. § 38-3-58 or designated by the Governor as "critical infrastructure" or the provision of medical or health services.

Section 8. Emergency Interim Successor to Chairman

The governing authority desires to make certain that the chain of authority within the county management is clear. If the Chairman is unable to perform his or her duties, then the individual designated by the Chairman as the emergency interim successor pursuant to O.C.G.A. § 38-3-50 shall assume the duties of the Chairman.

Section 9.

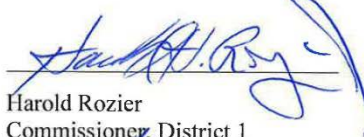
All ordinances or parts of ordinances in conflict with the provisions of this Declaration are hereby suspended during the effective dates of this Declaration (or any extension thereof) and the terms and provisions of this Declaration shall prevail.

The term of this resolution shall be active from April 1, 2020 until April 15, 2020, or until lifted by the Pierce County Board of Commissioners.

SO RESOLVED, APPROVED, AND ADOPTED by the Board of Commissioners of Pierce County, Georgia, this 31st day of March, 2020.



Neal Bennett
Chairman



Harold Rozier
Commissioner, District 1



Mike Street
Commissioner, District 2



Randy Dixon
Commissioner, District 3



David Lowman
Commissioner, District 4



Attest:



Amy Hitt
County Clerk

Commissioner Randy Dixon made a motion to approve Resolution 2020.3.31.02
Emergency Declaration for Pierce County as presented. Commissioner David Lowman
seconded the motion. All voted aye and motion was approved.

Candi Lee of the Pierce County Health Department shared that she would like to strongly encourage social distancing and go beyond the law and be as strict as possible. Candi also asked that anyone that has symptoms should stay home, call your doctor and follow instructions.

Santo Nino, Fire Chief/ EMA Director advised that the community needs to take heed of the warnings and practice social distancing. The guidelines that are in place are for a purpose and the community needs to take them very seriously.

9. Adjourn – Chairman Bennett adjourned the meeting at 8:14 AM

Neal Bennett

Harold Rozier

Mike Streat

Randy Dixon

David Lowman