

Board of County Commissioners

Ben Hill County, Georgia

402 A East Pine Street
Fitzgerald, Georgia 31750
(229) 426-5112 (229) 426-5100
Telefax (229) 426-5630
www.benhillcounty.com

Steve Taylor, Chairman	
Daniel Cowan, Vice-Chairman	Michael Dinnerman, County Manager
Bennie Calloway, Member	Donna Prather, County Clerk
John W. Mooney, Member	Toni Sawyer, County Attorney
Hope Harmon, Member	Tim Kegebein, Road Superintendent

January 8, 2019

Subject: Notice of Adoption of Procedure and Forms for Use for Indigent Burial

To whom it may concern:

This letter is being provided to you as notice of new procedures that will be used by Ben Hill County, Georgia (the "County"), for the payment of burial and/or cremation services for indigent citizens. During the January 8, 2019, meeting, the Board of Commissioners adopted a new process and forms that will be utilized for indigent burial. This process and forms shall be effective immediately.

For your convenience, I have enclosed an application packet and burial agreement for your review and maintenance. Please note that no payments shall be made by Ben Hill County unless completed, required documents have been submitted to the County and such documents/disposition has been approved by the County Administration. In other words, the County will no longer reimburse for burials or cremations that take place prior to submission of application packets and approval by administration.

If you have any questions, please feel free to contact me. In the future, please direct families, hospitals and other entities or organizations to contact the County to obtain an application packet for requests for indigent burial.

Sincerely,

Donna Prather,
County Clerk

Enclosure



Board of County Commissioners

Ben Hill County, Georgia

402 A East Pine Street
Fitzgerald, Georgia 31750
(229) 426-5112 (229) 426-5100
Telefax (229) 426-5630
www.benhillcounty.com

Steve Taylor, Chairman

Daniel Cowan, Vice-Chairman
Bennie Calloway, Member
John W. Mooney, Member
Hope Harmon, Member

Michael Dinnerman, County Manager
Donna Prather, County Clerk
Toni Sawyer, County Attorney
Tim Kegebein, Road Superintendent

Ben Hill County Board of Commissioners Administrative Policy Indigent Burials Assistance Program

Purpose: The Indigent Burials Assistance Program is to provide assistance for an individual that dies in Ben Hill County. Assistance will be provided to applicants who meet the program criteria. An approval process can take up to 2 business days to complete.

Qualifications: In order to qualify for the Indigent Burials Assistance Program an applicant must meet the following criteria:

- An applicant must have died in Ben Hill County.
- An applicant should not possess a Life Insurance Policy and/or have any income or financial resources.

Approval Process: In order to approve an application for the Indigent Burials Assistance Program the following criteria must be met:

- The County Clerk will obtain all applications and determine if an applicant qualifies for assistance.
- The County Clerk will contact the next of kin of the deceased to verify there are no additional financial resources available to cover costs associated with the burial and/or cremation.
- Upon meeting the eligibility requirements, the County Clerk will provide the decedent's family with a choice to proceed with a burial and/or cremation.
- For the selection of a burial, the County Clerk will determine if the family has identified a Funeral Home. The County Clerk will contact the Funeral Home upon receipt of an application to verify approval or denial of application.
- Services **cannot be held** for the decedent before the approval process is completed.
- All burial and /or cremation allocated costs is \$600.00. Once the funeral home has agreed to take the amount allocated for burial and/or cremation, the family **does not owe any more money**.

Process for Payment Reimbursement:

- All original invoices must be submitted to the County Clerk within 10 days of the approval for services.
- A payment will be distributed to the funeral home within **7 to 10 business days** once an invoice is received by the County Clerk.
- All invoices should be taken to:

Ben Hill County Board of Commissioners Office

Attn: Donna R. Prather
402 A East pine Street
Fitzgerald, GA 31750

Process for Payment Reimbursement:

- All original invoices must be submitted to the County Clerk within 10 days of the approval for services.
- A payment will be distributed to the funeral home within **7 to 10 business days** once an invoice is received by the County Clerk.
- All invoices should be taken to:

Ben Hill County Board of Commissioners Office

Attn: Donna R. Prather
402 A East pine Street
Fitzgerald, GA 31750

State of Georgia,
Ben Hill County.

**AFFIDAVIT OF FUNERAL HOME DIRECTOR
INDIGENT DISPOSITION APPLICATION/AGREEMENT**

I, _____ ("Affiant"), on behalf of _____ ("Funeral Home"), being first
duly sworn, do depose and state that:

1) I am a duly licensed funeral director of the Funeral Home, located at:
_____.

2) As the funeral director, I am responsible for all aspects of the burial or cremation of the deceased including the funeral
arrangements and the funeral rites.

3) The family of the deceased has either failed to take possession of the deceased's remains or there is no family to claim the remains
and the remains have been left with the Funeral Home for a period of, at least, _____ days.

4) Neither the Funeral Home nor I have received any type of compensation for cremation and/or burial services of the remains
associated with the Decedent and the Funeral Home has made an application to Ben Hill County, Georgia, for an indigent burial.

5) The Funeral Home understands that if the application is approved, the Funeral Home shall receive only \$600.00 from Ben Hill
County, Georgia, for the burial costs for the deceased.

6) In the event that Funeral Home receives any funds from any source toward payment for or reimbursement of the burial costs for the
deceased, Ben Hill County, Georgia, will be reimbursed from such funds received.

7) To the best of Affiant's knowledge, Decedent died an indigent resident of Ben Hill County, Georgia, and qualifies for indigent
disposition pursuant to applicable policy of Ben Hill County.

**AFFIANT CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS THE TRUTH AND COMPLETENESS OF THE
STATEMENTS HEREIN AND UNDERSTANDS AND ACKNOWLEDGES THESE STATEMENTS ARE FOR THE
EXPRESS PURPOSE OF INDUCING BEN HILL COUNTY, GEORGIA, TO PAY FOR INDIGENT DISPOSITION
SERVICES PROVIDED BY THE FUNERAL HOME AND UNDERSTANDS THAT ANYONE WHO FURNISHES FALSE
OR MISLEADING INFORMATION MAY BE SUBJECT TO CRIMINAL PROSECUTION AND/OR CIVIL LIABILITY.**

Further Affiant sayeth naught.

Affiant's Signature

Sworn to and subscribed before me
this ____ day of _____, 20 ____.

NOTARY _____ County, Georgia
My commission expires: _____

{AFFIX NOTARY SEAL HERE}

State of Georgia,
Ben Hill County.

**AFFIDAVIT OF NEXT OF KIN
INDIGENT DISPOSITION APPLICATION/AGREEMENT**

I, _____, ("Affiant"), as next of kin or the person with knowledge of Decedent, being first duly sworn, do depose and state that:

1) Affiant's relationship to Decedent is _____ (i.e., parent, sibling, close friend, etc.).

2) Decedent died resident of Ben Hill County, Georgia, having an address of:

3) To the best of Affiant's knowledge, neither the funeral director nor the funeral home has received any compensation, either directly or indirectly, in any form, for the cremation or burial of the Decedent.

4) To the best of Affiant's knowledge, the Decedent is indigent and has no real or personal property, employment benefits, pensions, annuities, social security, unemployment compensation, inheritances, insurance, or other assets.

5) If it is found that Affiant is an heir of Decedent, Affiant agrees to reimburse Ben Hill County, Georgia, for disposition expenses, if it is determined that the Decedent died owning assets, property, and/or insurance sufficient to cover the expenses for the cremation/burial of Decedent.

6) Affiant hereby consents to the disposition of Decedent's remains by ___ cremation or ___ burial. (Initial one)

AFFIANT CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS THE TRUTH AND COMPLETENESS OF THE STATEMENTS HEREIN AND UNDERSTANDS AND ACKNOWLEDGES THESE STATEMENTS ARE FOR THE EXPRESS PURPOSE OF INDUCING BEN HILL COUNTY, GEORGIA, TO PAY FOR INDIGENT DISPOSITION SERVICES PROVIDED BY THE FUNERAL HOME AND UNDERSTANDS THAT ANYONE WHO FURNISHES FALSE OR MISLEADING INFORMATION MAY BE SUBJECT TO CRIMINAL PROSECUTION AND/OR CIVIL LIABILITY.

Further affiant sayeth naught.

Affiant's Signature

Sworn to and subscribed before me
this ___ day of _____, 20 ___

NOTARY _____ County, Georgia

My commission expires: _____

{AFFIX NOTARY SEAL HERE}

INDIGENT DISPOSITION AGREEMENT

This INDIGENT DISPOSITION AGREEMENT (the "Agreement") is made this _____ day of _____, 20____, by and between BEN HILL COUNTY, GEORGIA (the "County"), and _____ (the "Funeral Home") and is as follows:

WITNESSETH:

WHEREAS, pursuant to the County's Charter, it has the authority to provide for the burial of indigent citizens; and,

WHEREAS, _____ (the "Decedent") is determined to have been a citizen of Ben Hill County, Georgia, at the time of his or her death and, also, determined to have been indigent; and,

WHEREAS, the County and Funeral Home desire to enter this Agreement by which the Funeral Home shall provide burial or cremation services for Decedent, pursuant to provisions of applicable Georgia law and local law; and,

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. FUNERAL HOME SERVICES

The Funeral Home shall provide burial or cremation services for Decedent, who has been identified as an indigent citizen of the County and determined to have been indigent at the time of death.

2. COST OF SERVICES

The County shall pay Funeral Home the amount of \$_____ in consideration for the professional cremation or burial services provided by Funeral Home as referenced in Section 1.

3. FUNERAL HOME COVENANTS

The Funeral Home agrees and covenants as follows:

- a. Services provided shall be performed in accordance with the laws and regulations of the State of Georgia and Code of Ordinances of Ben Hill County, Georgia.
- b. All documentation required by the County shall be completed and submitted in a timely manner.
- c. Burial or cremation of the Deceased shall not be initiated until the County approves the same.
- d. Payment for the services is conditioned upon the County's receipt of properly-executed required documentation and approval of the same.
- e. An invoice shall be provided to the County within seven (7) days of burial or cremation and a death certificate shall be provided to the County, at least, forty-five days from the date of burial or cremation.
- f. If Decedent is cremated, Decedent's remains shall be returned to the next of kin or person of knowledge of Decedent; otherwise, Decedent will be buried in accordance with law.
- g. Funeral Home shall be responsible for completion of all paperwork required by state and local regulating agencies for burial or cremation and pay any such fees associated with burial or cremation.
- h. The fee provided to Funeral Home in Paragraph 2 shall constitute the County's complete financial obligation to Funeral Home for the services provided herein, unless the County requests additional services that are otherwise acceptable to Contractor but that in Contractor's judgment will require Contractor to incur additional out-of-pocket expenses. At this time, the County and Funeral Home will discuss additional fees(s) and any such that approved shall be reduced to writing and executed by both parties.
- i. That, at all times, Funeral Home shall possess and maintain appropriate certification and licensure necessary to provide such services and has licensed and trained staff/employees.
- j. That, at all times, Funeral Home shall possess and maintain appropriate insurance.

4. TERMINATION

In the event at any time it is determined by the County that Decedent was not indigent; was not a resident of the County upon death; the Funeral Home, its agents or employees, received any form of compensation for professional services

provided to or on behalf of Decedent; or the Funeral Home, including staff and employees, did not have (or failed to maintain) proper certification and/or licenses required to perform the services provided herein, this Agreement shall terminate and Funeral Home shall be liable to the County for reimbursement in full for any payment Funeral Home received under this Agreement.

5. INDEPENDENT CONTRACTOR

- a. The parties are entering this Agreement, as independent contractors, solely for the purpose of providing burial or cremation services to the deceased, indigent citizens of Ben Hill County. The County is in no way deemed to be construed as undertaking said services on its own, and it is distinctly understood that the purpose of this Agreement is for Funeral Home to provide said services. The County shall have no right whatsoever to direct the manner in which said services are provided by Funeral Home, pursuant to this Agreement. The County shall have no authority to direct or control the employees of Funeral Home.
- a. It is specifically understood that the County shall not be responsible for any expenses or liabilities of Funeral Home. The County shall not be responsible for providing any equipment, vehicles, tools or fuel needed by Funeral Home to perform its duties under this Agreement.
- b. It is further understood and agreed that Funeral Home shall be responsible for providing any and all insurance, liability and workers' compensation insurance, for its employees, vehicles, equipment or other property. The County shall in no way be deemed responsible for furnishing any type of insurance for vehicles, equipment, or other property of Funeral Home necessary to provide services under this Agreement, or for or on behalf of any person rendering services on behalf of Funeral Home.

6. INDEMNIFICATION

It is understood and agreed that Funeral Home hereby covenants, releases, and agrees that the County shall not be liable for any loss or damage to property, injury or death of any person that may occur on account of any activities conducted by Funeral Home, its agents, employees and firemen, including but not limited to any act or failure to act by Funeral Home in providing burial or cremation services under the terms of this Agreement. Funeral Home agrees to indemnify the County against all claims of any nature arising out of the conduct or actions of Funeral Home, its agents, employees and firemen, pursuant to the terms of this Agreement

IN WITNESS WHEREOF, the Parties have caused this Indigent Disposition Agreement to be executed as of the day and year first above written and certify that the person executing this Agreement has all legal authority to bind the party.

Sworn to and subscribed before me
this _____ day of _____, 20____

BEN HILL COUNTY, GEORGIA, by and through its
Board of Commissioners

Notary Public, _____ County, Georgia
My commission expires: _____

Chair
Attest: _____
County Clerk

(AFFIX NOTARY SEAL HERE)

[COUNTY SEAL]

Sworn to and subscribed before me
this _____ day of _____, 20____

(Print Funeral Home Name)

Notary Public, _____ County, Georgia
My commission expires: _____

By: _____
Printed Name: _____
Position: _____

(AFFIX NOTARY SEAL HERE)

Board of Tax Assessors

Ben Hill County

113 South Sheridan Street
Fitzgerald, Georgia 31750

Telephone: 229-426-5147 Fax: 229-426-5103

bhassessor@mchsi.com

Jasper J. Stewart, Chairman
Randy Hughes, Member

William Jacobs, Member
Joyce Merritt, Chief Appraiser

December 31, 2018

Ben Hill County Board of Commissioners
402 A East Pine Street
Fitzgerald, GA 31750

Dear Commissioners:

The Board of Assessors request that Jasper Stewart be reappointed to a new four year term ending January 5, 2023.

Sincerely,
BEN HILL COUNTY BOARD OF ASSESSORS