



Administrative Services Committee Meeting Committee Room- 11/24/2008- 12:45 PM

ADMINISTRATIVE SERVICES

1. Approve an Ordinance providing for the demolition of certain unsafe and uninhabitable structures in the South Augusta Neighborhood: 1936 Third Avenue, (District 2, Super District 9), 2851 Thomas Lane, (District 5, Super District 9); Turpin Hill Neighborhood: 1553 Dunns Lane, 1604 Garlington Avenue, (District 2, Super District 9); East Augusta Neighborhood: 124 Pollard Drive, (District 1, Super District 9); South Richmond Neighborhood: 2316 Travis Road, (District 6, Super District 10); 704 Done Roven Road, (District 8, Super District 10); AND WAIVE 2ND READING. ☐ [Attachments](#)
2. Approve renewal of contract with BlueCross BlueShield of Georgia (BCBS) as Augusta's Medical Insurance Provider. ☐ [Attachments](#)
3. Approve Revised Job Descriptions in the Tax Assessor's Office, Recreation and Utilities Departments. (Referred from November 18 Commission meeting) ☐ [Attachments](#)
4. Motion to approve an Ordinance to amend the Augusta Richmond County Code; to create new Chapter 5 to Title II (Finance and Taxation) called "Chapter 5, called "Article 1 Identity Theft Prevention Program"; to create a new Article 2 to the new Chapter 5 called "Article 2 Treatment of Address Discrepancies"; to comply with federal regulations relating to red flags and identity theft; to provide for codification; to provide for severability; to provide for an adoption date; to provide an effective date; and for other purposes allowed by law.(Approved by Administrative Services Committee October 27, 2008 - referred from November 18 Commission meeting) ☐ [Attachments](#)
5. Motion to approve a request to approve the allocation of supplementary funds to satisfy the Law Department operating budget for the remainder of FY 2008. ☐ [Attachments](#)
6. Motion to adopt the Laney Walker/Bethlehem Redevelopment Plan, authorize partial funds of \$356,000 and authorize City Administrator to begin process of identifying bond resources for project. ☐ [Attachments](#)



**Administrative Services Committee Meeting
11/24/2008 12:45 PM
Demolition of Unsafe Structures**

Department:	License & Inspection
Caption:	Approve an Ordinance providing for the demolition of certain unsafe and uninhabitable structures in the South Augusta Neighborhood: 1936 Third Avenue, (District 2, Super District 9), 2851 Thomas Lane, (District 5, Super District 9); Turpin Hill Neighborhood: 1553 Dunns Lane, 1604 Garlington Avenue, (District 2, Super District 9); East Augusta Neighborhood: 124 Pollard Drive, (District 1, Super District 9); South Richmond Neighborhood: 2316 Travis Road, (District 6, Super District 10); 704 Done Roven Road, (District 8, Super District 10); AND WAIVE 2ND READING.
Background:	The approval of this ordinance will provide for the demolition of certain structures that have been determined to be dilapidated beyond repair and a public nuisance. The owners of the above referenced properties have been requested to correct the property maintenance violations. The violations were not corrected. By approving this ordinance the City will have the structures demolished, record a lien against the property in the amount of the costs incurred, and send the property owners a bill for payment that is due within 30 days of receipt.
Analysis:	Continuing the removal of dilapidated structures will signal to the public that neglected, unsafe and uninhabitable structures will not be allowed and that property owners will be held responsible for their properties.
Financial Impact:	The average total cost associated with the demolition of each property will be approximately \$5,200.00. This includes the title search, asbestos survey, and demolition.
Alternatives:	Allow the unsafe structures to remain and continue to have a negative impact on the neighborhoods and City.
Recommendation:	Approval
Funds are Available in the Following Accounts:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNT: Account # 220072912/ 5211119

REVIEWED AND APPROVED BY:

Cover Memo

Item # 1

Finance.
Law.
Administrator.
Clerk of Commission

ORDINANCE NO. _____

ORDINANCE TO PROCEED WITH DEMOLITION AND REMOVAL OF THE STRUCTURES ON PROPERTY LOCATED AT 1936 THIRD AVENUE, 3851 THOMAS LANE, 1553 DUNNS LANE, 1604 GARLINGTON AVENUE, 124 POLLARD DRIVE, 2316 TRAVIS ROAD, AND 704 DONE ROVEN ROAD.

TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME AS FOLLOWS:

Section I. That the following properties have been identified by the Director of the Augusta – Richmond County License and Inspection Department as unfit for human habitation (or unfit for its current commercial or business use) and the cost of repair, alteration or improvement of said properties exceeds one-half the value of property and that the said Director shall cause the structures located on hereinafter described property to be demolished and removed as ordered by Augusta-Richmond County Magistrate Court; and that said Director shall cause the costs of such removal and demolition for said property be entered upon the lien docket maintained in the office of Clerk of Augusta - Richmond County Commission and said Director shall otherwise proceed to effectuate the purpose of O.C.G.A. SS 41-2-7 through 41-2-17 with respect to said property, to-wit:

- 1936 THIRD AVENUE, Augusta – Richmond County, Georgia, identified on Augusta-Richmond County Tax Map 72-3 as Parcel 388.
- 2851 THOMAS LANE, Augusta – Richmond County, Georgia, identified on Augusta-Richmond County Tax Map 85-3 as Parcel 138.
- 1553 DUNNS LANE, Augusta – Richmond County, Georgia, identified on Augusta-Richmond County Tax Map 58-2 as Parcel 241.
- 1604 GARLINGTON AVENUE, Augusta – Richmond County, Georgia, identified on Augusta-Richmond County Tax Map 58-2 as Parcel 77.
- 124 POLLARD DRIVE, Augusta – Richmond County, Georgia, identified on Augusta-Richmond County Tax Map 61-2 as Parcel 108.
- 2316 TRAVIS ROAD, Augusta – Richmond County, Georgia, identified on Augusta-Richmond County Tax Map 154 as Parcel 204.
- 704 DONE ROVEN ROAD, Augusta – Richmond County, Georgia, identified on Augusta-Richmond County Tax Map 325 as Parcel 53.02.

Section II. This Ordinance shall become effective upon adoption.

Section III. That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Duly adopted this _____ day of _____, 2008

Item # 1

MAYOR_____

ATTEST:_____
CLERK OF COMMISSION



**Administrative Services Committee Meeting
11/24/2008 12:45 PM
Medical Insurance Provider for 2009**

Department: Human Resources

Caption: Approve renewal of contract with BlueCross BlueShield of Georgia (BCBS) as Augusta's Medical Insurance Provider.

Background: BlueCross BlueShield of Georgia is the current Medical & Dental Insurance Provider for Augusta and has been since April 1, 2006. A Request for Proposals (08-132) was advertised and reviewed by the Human Resources Department, the Procurement Department, Benalytics (Benefits Consulting Group) and the RFP Selection Committee.

Analysis: The only medical insurance provider to submit a proposal that met all of the specifications of the RFP was BlueCross BlueShield of Georgia. A detailed report of the RFP process and the results is attached. The report includes an explicit cost breakdown as well as additional features, like Wellness, that will be part of the new plan with BCBS.

Financial Impact: The Medical Insurance Premium will not change for 2009.

Alternatives: Do not approve renewing the contract with BlueCross BlueShield of Georgia as Augusta's Medical Insurance Provider.

Recommendation: Approve renewal of contract with BlueCross BlueShield of Georgia as Augusta's Medical Insurance Provider.

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**

Cover Memo

Item # 2

BlueChoice Healthcare Plan GROUP MASTER CONTRACT

**Underwritten by Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
(Herein called BCBSHP)**

An Independent Licensee of the Blue Cross and Blue Shield Association

IN CONSIDERATION of the Application made by

The Group Applicant identified on the attached Group Master Application

(Herein called the Applicant, Group, or employer)

a copy of which is attached and made part of this Contract, and in consideration of payment by the Applicant of the required charges, Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. hereby agrees to provide for the Employees of the Applicant or Members of the Group, the benefits described in the Certificate Booklet beginning at 12:01 a.m. Eastern Standard Time on the Effective Date as shown on the attached Group Master Application, herein called the Effective Date, for an initial Contract period extending for one year unless otherwise designated on the attached Group Master Application and from year to year thereafter, unless this Contract is terminated as provided in the attached Group Master Application. The charges shall be due and payable by the Applicant in advance of the Effective Date and thereafter as provided herein.

This Contract is issued and delivered in the State of Georgia, is subject to terms and provisions recited on subsequent pages hereof, the Group Master Application of the Applicant, the Certificate Booklet, the amendments, endorsements and riders, if any, and the notices of election of Employees of the Applicant indicating their participation in the coverage provided hereunder, all of which are a part of this Contract as fully as if recited over the signatures hereto affixed.

IN WITNESS WHEREOF, Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. has caused this Contract to be signed.

A handwritten signature in black ink, appearing to read "Caz Matthews", is written over a faint circular stamp.

**Caz Matthews
President**

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ARTICLE 1

CONTRACT AND BOOKLET INTEGRITY

1.1 Contract and Booklet Wording

Eligibility for coverage, Effective Dates for any Member, levels of benefit payments, exclusions, termination of coverage information and other pertinent data are listed in depth in the Certificate Booklet and Group Master Application. These are included and a part of the entire BlueChoice Healthcare Plan Group Master Contract. Those items listed only in the Certificate Booklet will be controlled by that document and all rights and obligations related thereto will be determined by its integrity, related internal procedures and medical policy documents.

ARTICLE 2

ELIGIBILITY

2.1 Requirements

Requirements for eligibility are shown in the Group Master Application, which is attached and is a part of this Contract. Any application--new group Subscriber, supplemental application, or application for change of coverage--must be received and approved by BCBSHP before an Effective Date can be assigned.

2.2 Late Enrollees

Late Enrollees (otherwise eligible Employees or Dependents who do not enroll when initially eligible, or within 31 days of a qualifying event entitling them to a special enrollment period) may enroll during the annual open enrollment period. The Certificate Booklet contains detailed information regarding this issue.

2.3 Notice of Status Change

The Group must notify BCBSHP of changes in coverage status for all affected Members who change the type of coverage option. If the Group does not notify BCBSHP of such

changes in coverage within 30 or 31 days, the Group agrees to repay BCBSHP for all claims payments legally incurred after a Member's eligibility has changed. If any claim is submitted during the interim, BCBSHP will deduct the applicable Premium from any claim payment.

ARTICLE 3

BENEFITS

3.1 Introduction

The BlueChoice Healthcare Plan is a plan providing primary and referral health care services. Medical care is furnished by Network Providers, Physicians and specialists chosen by Members for primary and specialty care. The only exceptions to all services not being rendered by a Network Provider are:

1. when the service required for treatment of the covered condition is not available at a Network Hospital or from a Network Physician. In this case prior approval must be received from the BlueChoice Healthcare Plan Medical Director; or
2. when a Member needs life-threatening emergency care either inside or outside the service area.

3.2 Primary Care Physician

Unless the Group chooses one of our Blue Direct or Open Access products on the Group Master Application, all Network care must be received from or coordinated through a Primary Care Physician (PCP). This is called PCP Referral. If a Member receives care without a PCP referral, the Member is responsible for paying all bills.

These products allow flexibility for Network Physician access. With Blue Direct, all In-Network primary care must be received from a Primary Care Physician. A Member may access specialty care directly from a Network Specialist Physician; no PCP referral is needed. With Open Access, a Member may access both a Primary Care Physician and a Network Specialist Physician directly; no referral is needed.

ARTICLE 4

GENERAL PROVISIONS

4.1 Entire Contract and Changes

This document, the Certificate Booklet, the Group Master Application, and any future changes, attachments or amendments will be the **Entire Contract**. No change in this Contract is valid unless signed by the President or an authorized officer of BCBSHP. No agent or employee of BCBSHP may change this Contract or declare any part of it invalid.

4.2 Applications for Enrollment

Information will be furnished to BCBSHP for each Employee as follows:

1. Enrolling, new Members--Application for Coverage.
2. A prerequisite to eligibility for coverage is that the Employees submitting applications for coverage must have been continuously employed for the length of time stipulated in the Group Master Application.
3. If Employees do not elect coverage when first eligible to apply and later elect to apply for coverage, a health statement application must be submitted. A post-eligible (late entrant) application for family members also must be in the form of a health statement application.

4.3 Enrollment and Payment Procedures

1. The employer (Applicant) agrees that enrollment will be restricted to those on the employer's payroll, and that each new Employee will be given an opportunity to apply for coverage at such time the Employee becomes eligible. Employees who do not elect to apply for coverage must submit a Waiver of Coverage form.
2. Further, the employer agrees to collect the amount of the Employee's contribution, if any, by payroll deduction; and to pay on or before the due date to BCBSHP the employer's contribution, if any, plus the Employee's contribution, if any, which, when combined, amounts to the total monthly subscription charges.
3. There shall be an annual re-enrollment period that will precede the other carrier's

(if any) anniversary date by sixty (60) days. During this time, eligible Employees may transfer their membership from other carriers (if any) to BCBSHP. The Effective Date of these transfers and eligibility for coverage will be defined in the change form.

4.4 Subscription Charges

1. Initial charges shall be payable in advance of the Effective Date, and coverage shall not be in effect until such payment is received by BCBSHP. Subsequent charges shall be payable monthly on or before the due date designated on the Group Master Application. Except for the initial payment, a grace period of thirty-one (31) days beyond the due date shall be allowed for payment of charges due. BCBSHP reserves the right to refuse to accept any payment of charges after the expiration of the grace period. If the employer fails to pay such charges to BCBSHP within the grace period, the Group Master Contract automatically will be terminated as of the end of the grace period; however, the employer still shall be liable to BCBSHP in the amount of any claims paid on behalf of the Group after the due date, unless proper notice of termination has been given as provided below.
2. BCBSHP may change the monthly subscription charges whenever the benefits are changed by amendment, or as of any monthly due date upon giving sixty (60) days' prior notice to the employer. BCBSHP may also change the monthly subscription charges when the enrollment falls below the minimum requirement agreed to in the Group Master Application or a significant enrollment change is made through acquisition of a subsidiary (ies), the Employees of which are to be added to this Group.

4.5 Certificate Booklets, Miscellaneous Forms and Notices

1. BCBSHP agrees to provide Employees a Certificate Booklet outlining the benefits. Such Certificate Booklet is an integral part of the Group Master Contract as stated above.

2. The employer agrees to receive, on behalf of its covered Employees, all notices, certificates and identification cards delivered by BCBSHP and to forward such materials to the persons involved.
3. Any notice shall be sufficient if given to the employer when addressed to its office, as stated in the Group Master Application; if given to BCBSHP when addressed to its office; or if given to an Employee, when addressed to the Employee either his or her address as it appears on his or her records at BCBSHP, or in care of the employer.
4. The Group Master Contract may be modified from time to time. BCBSHP will give the employer sixty (60) days' notice prior to the Effective Date of any such change.

4.6 Effective Date of Coverage

The Effective Date of Coverage is stated on the Group Master Application. The first Contract anniversary date is also stated on the Group Master Application; these two dates do not have to be separated by twelve (12) months. The Group Master Contract, if issued, shall remain in force unless terminated in accordance with the terms of this Contract. The due date shall be the first of each month.

4.7 Time Limit on Certain Defenses

Two years after this Contract is issued, no fraudulent statements which might have been included on a Subscriber's application can be used to void the Contract. Also, after these same two years no claim can be denied because of any fraudulent statement on this application.

4.8 Reinstatement

If a Member's coverage ends in any manner, that Member may be considered for reinstatement.

4.9 Unreasonable Fees

If BCBSHP considers a fee unreasonable, it will determine a Customary Fee. Payment will be based on the Customary Fee.

4.10 Compliance with Given Provisions

BCBSHP has the right to waive any part of this Contract for the benefit of the insured. This waiver in no way affects BCBSHP's right to

apply that part of the Contract in paying a future claim.

4.11 Contract Administration

1. For proper adjudication of claims under this Contract, it is agreed, and the Group and its Members consent, that all medical records involving any condition for which a claim is presented will be furnished at BCBSHP's request, and all privileges with respect to such information are waived. The Group and its Members agree to participate and cooperate with BCBSHP in any pre-admission, concurrent or other medical review activity at any Hospital or medical facility as BCBSHP deems appropriate. This information will be kept confidential to the extent provided by law. Payment will not be provided where sufficient information cannot be obtained to properly adjudicate a claim.
2. Any person or entity having information about an illness or Injury for which benefits are claimed may give BCBSHP at its request, any information (including copies of records) about the illness or Injury. In addition, BCBSHP may with the Member's written consent give any person or entity similar information at their request if they are providing similar benefits.
3. In making a decision on claims involving payment for services or supplies or days of care that are determined by BCBSHP to be medically unnecessary, BCBSHP reserves the right to obtain advisory opinions from Physician consultants in the appropriate specialty under consideration prior to reaching a decision. On reconsideration of denied Medical Necessity claims, BCBSHP further reserves the right to refer such cases to an appropriate peer review committee for an advisory opinion before BCBSHP renders its final determination on such claims.

4.12 Employer Declaration

The employer submits eligibility and group health profile information with the Group Master Application. The employer understands that the information on such forms will be used by BCBSHP to evaluate the actuarial risk of the Group and any coverage which may be issued can be rescinded for the

entire Group if this information is incomplete, misleading or inaccurate.

4.13 Refunds

Refunds with respect to a Group's request, based on circumstances including, but not limited to, retroactive terminations of Employees from the Group, will be limited to a maximum period of three months. Any eligible refunds for the Employee's coverage will be sent to the Group.

4.14 Unpaid Premium

Upon the payment of a claim under this Contract, any Premiums then due and unpaid or covered by any note or written order, may be deducted from that claim payment.

4.15 Applicable Law

This Contract is governed by the laws and regulations of the State of Georgia. Nothing in this Contract shall be construed so as to be in violation of any federal or state law or regulation. In the event of state or federally mandated benefits, BCBSHP reserves the right to change the subscription charges (rates) with sixty (60) days' prior notice.

4.16 Right of Recovery

When any payment for Covered Services has been made by BCBSHP in an amount that exceeds the maximum benefits available for such services under the Contract, or whenever payment has been made in error by BCBSHP for Non-Covered Services, BCBSHP shall have the right to recover such payment from the Member or, if applicable, the provider of Covered Services.

4.17 Limitation of Actions

No lawsuit may be filed by a Member to recover benefits on a claim made under this Contract unless commenced at least sixty (60) days after filing a claim. A Member cannot file any legal action after three (3) years from the date of filing a claim.

4.18 Right to Audit

BCBSHP reserves the right to audit a Group's Employee roster to verify enrollment participation and eligibility requirements.

4.19 Non-Duplication

As a condition precedent to the issuance of this Group Master Contract, the employer agreed that other similar Group coverage for Hospital and/or Physician services, if any, which was in effect, would be cancelled on or prior to the Effective Date of this Group Master Contract, and no other group coverage providing benefits for Hospital and/or Physician services would be adopted by the employer during the period of this Contract. In the event the employer adopts such other coverage, the employer will terminate this Contract by giving sixty (60) days' written notice prior to the Effective Date of the new coverage, except when such other coverage will not duplicate benefits already provided by BCBSHP. After notice by the employer, BCBSHP, at its discretion, may waive this restriction. Such waiver will be in writing and must be signed by the President of BCBSHP.

4.20 Licensed Controlled Affiliate

The Group on behalf of itself and its Members hereby expressly acknowledges its understanding this policy constitutes a Contract solely between the Group and BCBSHP, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the Association), permitting Blue Cross and Blue Shield of Georgia, Inc. to use the Blue Cross and Blue Shield Service Marks in the state of Georgia, and that BCBSHP is not contracting as the agent of the Association. The Group further acknowledges and agrees that it has not entered into this Contract based upon representations by any person other than BCBSHP and that no person, entity, or organization other than BCBSHP shall be held accountable or liable to the Group for any of BCBSHP's obligation to the Member created under this Contract. This paragraph shall not create any additional obligations whatsoever on the part of BCBSHP other than those obligations created under other provisions of this agreement.

4.21 Calculation of Coinsurance and Other Subscriber Liability

The calculation of Member liability for Covered Services for claims incurred outside of Georgia and processed through the Program typically will be at the lower of the provider's actual billed charges or the negotiated rate BCBSHP pays the on-site Blue Cross and/or Blue Shield Plan.

Often this "negotiated price" will consist of a simple discount. But sometimes it is an estimated final price that factors in expected settlements or other non-claims transactions with a health care provider or with a specific group of providers. The negotiated price may also be a discount from billed charges that reflects average expected savings. The estimated or average price may be adjusted in the future to correct for over- or underestimation of past prices.

In addition, statutes require Blue Cross and/or Blue Shield Plans in a small number of states to use a basis for calculating Member liability for Covered Services that does not reflect the entire savings realized on a particular claim. Thus, when your Members received Covered Services in these states, their Member liability for Covered Services will be calculated using these states' statutory methods.

Like all Blue Cross and Blue Shield Licensees, BCBSHP participates in a program called "BlueCard." Whenever Members access health care services outside the geographic area BCBSHP serves, the claim for those services may be processed through BlueCard and presented to BCBSHP for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when Members receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Blue"), BCBSHP will remain responsible to the Group for fulfilling BCBSHP's contract obligations. However, the Host Blue will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its Participating Providers, handling all interaction with its Participating Providers, and providing some managed care services. The financial terms of BlueCard are described generally below.

4.22 Liability Calculation Method Per Claim

The calculation of the Member liability on claims for covered health care services incurred outside the geographic area BCBSHP serves and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price BCBSHP pays the Host Blue.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's provider contracts. The negotiated price paid to a Host Blue by BCBSHP on a claim for health care services processed through BlueCard may represent:

- (i) the actual price paid on the claim by the Host Blue to the health care provider ("Actual Price"), or
- (ii) an estimated price, determined by the Host Blue in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non-claims transactions with all of the Host Blue's health care providers or one or more particular providers ("Estimated Price"), or
- (iii) an average price, determined by the Host Blue in accordance with BlueCard Policies, based on a billed charges discount representing the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the Member and to the Group from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated Price or an Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over- or underestimation of past prices. However, the amount paid by the Member is a final price and will not be affected by such prospective adjustment.

Statutes in a small number of states may require a Host Blue either (1) to use a basis for calculating the Member liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Blue would then calculate the Member liability for any covered health care services consistent with the applicable state statute in effect at the time the Member received those services.

4.23 Return of Overpayments

Under BlueCard, recoveries from a Host Blue or from Participating Providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, Utilization Review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.

4.24 Determinations of Covered Health Care Services

If BCBSHP, or if the applicable Group, determines that health care services are covered, or the Group's medical plan covers the health care services, coverage of those health care services cannot be denied based on the Host Blue's network protocols. However, under BlueCard, the Member cannot be denied coverage of health care services received outside of the geographic area BCBSHP serves if the health care services (i) are covered by the network protocols of the Host Blue; and (ii) are not specifically limited or excluded by the Group's medical plan document.

ARTICLE 5

CONDITIONS UNDER WHICH BENEFITS SHALL BE RENDERED

5.1 Hospital Inpatient Benefits

1. Hospital Inpatient Benefits are available only if a Member is admitted as a bed patient to a Hospital on the order of a licensed Primary Care Physician. The Member must be under the care of this Physician. The Primary Care Physician must be on the staff of, or acceptable to, the Hospital at which the Member is a patient.
2. The service which the Member receives at a Hospital is subject to all the rules and regulations of the Hospital selected. Such rules also control admission policies.

5.2 Right to Receive Necessary Information

BCBSHP has the right to receive any information necessary in order to determine how much to pay on any claims submitted by a Hospital, Physician, or an individual Member. BCBSHP agrees to hold all such material confidential.

ARTICLE 6

TERMINATION OF COVERAGE

1. Initial charges shall be payable in advance of the Effective Date, and coverage shall not be in effect until such payment is received by BCBSHP. Subsequent charges shall be payable monthly on or before the due date designated in the attached Group Master Application. (The due date is the date on or before which all subscription charges must be received.)

Grace Period. If the Group has not given written notice to BCBSHP this Contract is to be terminated, a Grace Period of thirty-one (31) days, during which this Contract shall remain in effect, will be allowed for the payment of any subscription charges due after the due date. If no subscription charges are paid within the Grace Period, this Contract will automatically terminate without further notice effective as of the end of the Grace Period; after termination, the Group shall continue to be liable for all unpaid subscription charges due through and including the Grace Period. If written notice is given by the Group to BCBSHP during the Grace Period that this Contract is to be terminated, then termination shall be effective immediately and the Group shall be liable to BCBSHP only for a pro rata amount for the portion of the month prior to the receipt of such notice by BCBSHP.

2. If the Group does not pay the subscription charges for a Member by the end of the Grace Period, that Member's coverage ends automatically at the end of the Grace Period. No benefits for such a Member or covered family members will be paid after this date unless the insured person is on an existing continuing claim. Any Premium due for a Member shall be deducted from any Member's claim paid during the Grace Period.
3. If a Subscriber loses eligibility by no longer being a member of a particular subclass within the Group, that Subscriber's coverage ceases automatically as of the end of the period for which current subscription charges have been paid. Coverage also ends for all other family members covered under this Subscriber's certificate of coverage.
4. If this Group ends (or cancels) this Contract for any reason, coverage for all Members ends automatically as of the cancellation date. No

benefits will be paid after this date, except as provided under Extension of Benefits or Extended Benefits.

5. The Group may cancel this Contract by giving written notice to BCBSHP at least sixty (60) days in advance. Coverage for all Subscribers ends automatically as of the cancellation date. Note: None of the above shall prejudice an existing claim.
6. Termination of Coverage (Group)
BCBSHP may cancel this Contract on the renewal date in the event of any of the following:

1. The Group fails to pay premiums in accordance with the terms of this Contract.
2. The Group performs an act or practice that constitutes fraud or intentional misrepresentation of material fact in applying for or procuring coverage.
3. The Group has fallen below our minimum employer contribution or group participation rules. We will submit a written notice to the Group and provide the Group 60 days to comply with these rules.
4. We terminate, cancel or non-renew all coverage under a particular policy form, provided that:
 - We provide at least 180 days notice of the termination of the policy form to all Members;
 - We offer the Group all other small group (employer) or large group (employer) policies, depending on the size of the Group, currently being offered or renewed by us for which you are otherwise eligible; and
 - We act uniformly without regard to the claims experience or any health status related factor of the individuals insured or eligible to be insured.

ARTICLE 7

NOTICE

Change Notification -Members

Members may notify BCBSHP of any changes which would affect coverage at BCBSHP's office:

Blue Cross Blue Shield Healthcare Plan
of Georgia, Inc.

Post Office Box 9907

Columbus, Georgia 31908

Change Notification -BCBSHP

BCBSHP may notify Members of any changes at the Member's address as it appears in BCBSHP's records. Please notify BCBSHP when a change of address occurs.

benalytics
Consulting Group, LLC



Augusta-Richmond County Government

2008 Medical & Dental RFP Report
Best & Final Review
September 3, 2008





Report Contents

- Executive Summary
- Fully-Insured Medical Plans
- Fully-Insured Medical Costs
- Fully-Insured Medical Summary
- Fully-Insured Dental Costs
- Self-Funded Dental Costs
- Conclusions



Executive Summary

- At the request of Augusta-Richmond County (Augusta), Benalytics has received follow-up information from Blue Cross Blue Shield for their proposed medical plan as well as best & final results from all dental vendors
- BCBSGA was asked a series of questions as directed by Augusta. The results were as follows:
 - Request maximum out of pocket for HMO co-pays
A Maximum Out-of-Pocket was requested and BCBS stated that in their POS Plans , “co-pays do not apply to the out-of-pocket maximum”.
 - Check the rates if the we slightly reduce the co-pays
A \$5 change in co-pay will require a 1.5% to 2.0% increase in the rates
 - Urgent Care
We are currently in negotiations with University Prompt Care. We will aggressively continue our ongoing negotiations to establish this network in Augusta.
 - Wellness Program Funding
BCBSGA will provide \$30,000 per year for the next 2 plan years (totaling \$60,000) to support Augusta’s Wellness initiatives through lunch & learns, educational sessions and incentives to wellness plan participants and contest winners.



Executive Summary

- All dental vendors were asked to provide best & final cost proposals so that they each would have one last opportunity to improve their pricing to the benefit of Augusta. The results were as follows:
 - *BCBSGA reduced their rates by 10%*
 - *Delta Dental reduced their rates by 7.5% and added a 3rd year rate guarantee*
 - *United Concordia kept their rates the same and reduced their third year cap to 5%*
- Dental 3-year projected savings as a result of best & final pricing is as follows :
 - *BCBSGA savings is \$368,457*
 - *Delta Dental savings is \$522,213*
 - *United Concordia savings is \$369,758*
- Based on the best & final fully insured dental pricing and rate guarantees, we recommend that Augusta contract with Delta Dental
- Delta Dental's rates are guaranteed for 3-years and will save Augusta \$500,000 over the next 3 plan years



Medical



Fully Insured Medical Plans

- Augusta asked that Benalytics go back to Blue Cross Blue Shield and ask specific questions regarding their medical proposal
- The questions and answers are as follows:
 1. Request maximum out of pocket for HMO co-pays
A Maximum Out-of-Pocket was requested and BCBS stated that in their POS Plans , "co-pays do not apply to the out-of-pocket maximum".
 2. Check the rates if the we slightly reduce the co-pays
A \$5 change in co-pay will require a 1.5% to 2.0% increase in the rates
 3. Urgent Care
We are currently in negotiations with University Prompt Care. We will aggressively continue our ongoing negotiations to establish this network in Augusta.
 4. Wellness Program Funding
BCBSGA will provide \$30,000 per year for the next 2 plan years (totaling \$60,000) to support Augusta's wellness initiatives through lunch & learns, educational sessions and incentives to wellness plan participants and contest winners.

Fully Insured Medical Plans

- BCBSGA proposed to hold the current plan rates for 2009 on a fully-insured basis
- We asked BCBSGA about further reductions in the proposed rates
- We asked if Augusta could expect a large increase in 2010 as a result of keeping the rates the same in 2009 as they are in 2008

BCBSGA had already given the best rates possible utilizing Augusta's claims experience.

BCBSGA's underwriters indicated that holding the rates was based on sound underwriting that it is not a case of BCBSGA buying the business in a competitive bid situation and requesting a large increase next year.

- Based on Benalytics' underwriting, it is more advantageous for Augusta to remain fully insured for 2009 given the no increase renewal proposed by BCBSGA

Fully Insured Medical Plans

- We asked BCBSGA about the differential in plan costs for the various plans offered by Augusta. Our review determined that the current rates do not reflect the true differential between the plans. BCBSGA's response is as follows:

HMO/POS differential - When we implemented this group, there was a 6% differential between the two plans. We simply mirrored the plan at United. Over the past couple of years, in order to contain cost, this group has made several benefits changes. These changes have impacted the differential between the two plans.

- During our discussions with the BCBSGA underwriter it was determined that the proposed "POS plan 3" cannot be offered as a fully-insured plan

The requested "POS Plan 3" can only be offered on a self-funded basis

- Medicare Advantage plan rates increased by 5.1%

Fully Insured Medical Costs

HMO Proposal (Plan 1)

2009 Plan Year			
Actives & Post 65 Retirees	Census	Current 2008 HMO Premiums	Proposed 2009 HMO Premiums Plan 1
Single	853	\$ 358.46	\$ 358.46
Ee + 1	590	\$ 716.93	\$ 716.93
Family	612	\$ 1,075.40	\$ 1,075.40
	2,055	\$ 674.89	\$ 674.89
Active Totals		\$ 16,642,799	\$ 16,642,799
2009 Plan Year			
Pre 65 Retirees	Census	Current 2008 HMO Premiums	Proposed 2009 HMO Premiums
Single	16	\$ 358.46	\$ 358.46
Ee + 1	17	\$ 716.93	\$ 716.93
Family	9	\$ 1,075.40	\$ 1,075.40
	42	\$ 657.19	\$ 657.19
Retiree Totals		\$ 331,221	\$ 331,221
Combined Totals	2,097	\$ 16,974,020	\$ 16,974,020
Savings from Current			\$ -

Fully Insured Medical Costs

POS Proposal (Plan 2)

2009 Plan Year			
Actives & Post 65 Retirees	Census	Current 2008 POS Premiums	Proposed 2009 POS Premiums Plan 2
Single	33	\$ 358.14	\$ 358.46
Ee + 1	32	\$ 716.29	\$ 716.93
Family	10	\$ 1,074.43	\$ 1,075.40
	75	\$ 606.46	\$ 607.00
Active Totals		\$ 545,810	\$ 546,299
2009 Plan Year			
Pre 65 Retirees	Census	Current 2008 POS Premiums	Proposed 2009 POS Premiums Plan 2
Single	13	\$ 358.14	\$ 358.46
Ee + 1	8	\$ 716.29	\$ 716.93
Family	1	\$ 1,074.43	\$ 1,075.40
	22	\$ 520.94	\$ 521.40
Retiree Totals		\$ 137,527	\$ 137,650
Combined Totals	97	\$ 683,337	\$ 683,949
Savings from Current			\$ (612)

Fully Insured Medical Costs

POS Proposal (Plan 3)

2009 Plan Year			
Actives & Post 65 Retirees	Census	Current 2008 POS Premiums	Proposed 2009 POS Premiums Plan 3
Single	33	\$ 358.14	\$ 336.95
Ee + 1	32	\$ 716.29	\$ 673.91
Family	10	\$ 1,074.43	\$ 1,010.88
	75	\$ 606.46	\$ 570.58
Active Totals		\$ 545,810	\$ 513,519
2009 Plan Year			
Pre 65 Retirees	Census	Current 2008 POS Premiums	Proposed 2009 POS Premiums Plan 3
Single	13	\$ 358.14	\$ 358.46
Ee + 1	8	\$ 716.29	\$ 716.93
Family	1	\$ 1,074.43	\$ 1,075.40
	22	\$ 520.94	\$ 521.40
Retiree Totals		\$ 137,527	\$ 137,650
Combined Totals	97	\$ 683,337	\$ 651,169
Savings from Current			\$ 32,168

The above table is for illustrative purposes only. BCBSGA has been asked to provide a low cost plan design that may be offered along with the current HMO & POS plans.

Fully Insured Medical Costs

Medicare Advantage

2009 Plan Year			
Post 65 Retirees	Census	Current 2008 Medicare Advantage Premiums	Proposed 2009 Medicare Advantage Premiums
Retiree	267	\$ 168.87	\$ 177.50
	267	\$ 168.87	\$ 177.50
Retiree Totals		\$ 541,059	\$ 568,710
Savings from Current			\$ (27,651)



Fully Insured Medical Summary

- The savings shown for each plan assumes all current participants enroll in each plan
- Since we are recommending that Augusta remain fully-insured for at least another year and BCBSGA cannot offer the proposed POS plan 3 on a fully-insured basis, we have requested that BCBSGA give us a low cost plan design that may be offered along with the current plans on a fully-insured basis
- BCBSGA's proposed rates are the same for both HMO & POS plans. This arrangement does not show the true variation in plan design and utilization. We recommend that Augusta consider a move towards a strategy of more transparent plan pricing
- Overall, BCBSGA has proposed no increase to the medical plan and a 5.1% increase to the Medicare Advantage Plan. We would recommend accepting the proposal as presented for 2009



Dental



Fully Insured Dental Costs

- BCBSGA
 - Incumbent vendor that knows Augusta and has been serving its employees since 2006
 - Premium rates are guaranteed until 2011
 - Matched current plan design
 - 3 year savings estimated at \$368,000
- Delta Dental
 - Offered lowest cost proposal
 - Premiums are guaranteed through 2011
 - 3 year savings estimated at \$520,000
- United Concordia
 - Offered the initial lowest cost proposal
 - Premiums are guaranteed through 2010 and a 5% rate cap for 2011
 - 3 year savings estimated at \$370,000

Fully Insured Dental Costs

2009 Plan Year					
Actives & Post 65 Retirees	Census	Projected 2009 Premiums*	BCBSGA 2009	Delta Dental 2009	United Concordia 2009
Single	1,006	\$ 19.50	\$ 18.33	\$ 17.26	\$ 18.10
Ee + 1	649	\$ 38.99	\$ 36.66	\$ 35.00	\$ 36.19
Family	613	\$ 58.48	\$ 54.99	\$ 52.49	\$ 54.38
	2,268	\$ 35.61	\$ 33.48	\$ 31.86	\$ 33.08
Active Totals		\$ 969,185	\$ 911,294	\$ 867,059	\$ 900,370

2009 Plan Year					
Pre 65 Retirees	Census	Projected 2009 Premiums*	BCBSGA 2009	Delta Dental 2009	United Concordia 2009
Single	61	\$ 25.35	\$ 20.16	\$ 17.26	\$ 18.10
Ee + 1	54	\$ 50.68	\$ 40.33	\$ 35.00	\$ 36.19
Family	15	\$ 76.03	\$ 60.49	\$ 52.49	\$ 54.38
	130	\$ 41.72	\$ 33.19	\$ 28.69	\$ 29.80
Active Totals		\$ 65,080	\$ 51,779	\$ 44,763	\$ 46,489
Combined Totals		\$ 1,034,264	\$ 963,073	\$ 911,822	\$ 946,859
Savings from Current			\$ 71,191	\$ 122,442	\$ 87,405

Rate Guarantee			3 Years	3 Years	2 Years
Third Year Cap			N/A	N/A	5% Cap

* Projected 2009 Premiums are based on a projection of Augusta's dental claim and administration costs for the 2009 plan year.

benalytics
Consulting Group, LLC

Fully-Insured Dental Costs

Dental Plan	Census	Projected Costs*	BCBSGA 2009	Delta Dental 2009	United Concordia 2009
Dental Plan Year 1 (2009)	2398	\$ 1,034,264	\$ 963,073	\$ 911,822	\$ 946,859
Dental Plan Year 2 (2010)	2398	\$ 1,086,606	\$ 963,073	\$ 911,822	\$ 946,859
Dental Plan Year 3 (2011)	2398	\$ 1,136,807	\$ 963,073	\$ 911,822	\$ 994,202
1st Year Savings	2398		\$ 71,191	\$ 122,442	\$ 87,405
2nd Year Savings	2398		\$ 123,533	\$ 174,785	\$ 139,747
3rd Year Savings	2398		\$ 173,734	\$ 224,986	\$ 142,605
3 Year Savings	2398		\$ 368,457	\$ 522,213	\$ 369,758

* Projected Costs are based on a projection of Augusta's dental claim and administration costs for each of the next 3 plan years. Claims and administration cost were trended by 5% each year.

benalytics
Consulting Group, LLC



Self-Funded Dental Costs

- Augusta's dental costs trended for each of the next 3 years will total \$3,200,000
- Remaining fully-insured will save Augusta a total of \$368,000 to \$520,000 of the projected costs over the next 3 years
- Based on the cost projections in this evaluation, it would not be to Augusta's benefit to consider self-funding the dental plan
- We recommend that Augusta remain fully-insured for dental coverage over the next 3 years



Conclusions

- The review of the medical proposals resulted in no increase for the current plans
- Plan 3, as designed, is not a viable fully-insured option since BCBS is not filed to offered the plan on that funding basis. BCBS has provided other plan design for consideration
- The Medicare Advantage plan costs have increased 5.1% for 2009
- The dental vendor that has provided the top cost proposal is Delta Dental
- Given the projected 3-year dental plan savings, we would recommend that Augusta contract with Delta Dental for fully-insured dental coverage for its employees

BlueChoice Option GROUP MASTER CONTRACT

**Underwritten by Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
(Herein called BCBSHP)**

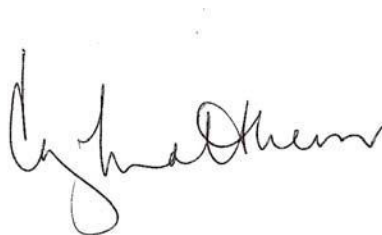
**An Independent Licensee of the Blue Cross and Blue Shield Association
IN CONSIDERATION of the Application made by**

The Group Applicant identified on the attached Group Master Application
(Herein called the Applicant, Group, or employer)

a copy of which is attached and made part of this Contract, and in consideration of payment by the Applicant of the required charges, Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. hereby agrees to provide for the Employees of the Applicant or Members of the Group, the benefits described in the Certificate Booklet beginning at 12:01 a.m. Eastern Standard Time on the Effective Date as shown on the attached Group Master Application, herein called the Effective Date, for an initial Contract period extending for one year unless otherwise designated on the attached Group Master Application and from year to year thereafter, unless this Contract is terminated as provided in the attached Group Master Application. The charges shall be due and payable by the Applicant in advance of the Effective Date and thereafter as provided herein.

This Contract is issued and delivered in the State of Georgia, is subject to terms and provisions recited on subsequent pages hereof, the Group Master Application of the Applicant, the Certificate Booklet, the amendments, endorsements and riders, if any, and the notices of election of Employees of the Applicant indicating their participation in the coverage provided hereunder, all of which are a part of this Contract as fully as if recited over the signatures hereto affixed.

IN WITNESS WHEREOF, Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. has caused this Contract to be signed.

A handwritten signature in black ink, appearing to read 'Caz Matthews', is written over a faint circular stamp.

**Caz Matthews
President**

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ARTICLE 1

CONTRACT AND BOOKLET INTEGRITY

1.1 Contract and Booklet Wording

Eligibility for coverage, Effective Dates for any Member, levels of benefit payments, exclusions, termination of coverage information and other pertinent data are listed in depth in the Certificate Booklet and Group Master Application. These are included and a part of the entire BlueChoice Option Group Master Contract. Those items listed only in the Certificate Booklet will be controlled by that document and all rights and obligations related thereto will be determined by its integrity, related internal procedures and medical policy documents.

ARTICLE 2

ELIGIBILITY

2.1 Requirements

Requirements for eligibility are shown in the Group Master Application, which is attached and is a part of this Contract. Any application--new group Subscriber, supplemental application, or application for change of coverage--must be received and approved by BCBSHP before an Effective Date can be assigned.

2.2 Late Enrollees

Late Enrollees (otherwise eligible Employees or Dependents who do not enroll when initially eligible, or within 31 days of a qualifying event entitling them to a special enrollment period) may enroll during the annual open enrollment period. The Certificate Booklet contains detailed information regarding this issue.

2.3 Notice of Status Change

The Group must notify BCBSHP of changes in coverage status for all affected Members who change the type of coverage option. If the Group does not notify BCBSHP of such changes in coverage within 30 or 31 days, the

Group agrees to repay BCBSHP for all claims payments legally incurred after a Member's eligibility has changed. If any claim is submitted during the interim, BCBSHP will deduct the applicable Premium from any claim payment.

ARTICLE 3

BENEFITS

3.1 Introduction

BlueChoice Option is a point-of-service plan providing primary and referral health care services. Medical care is furnished by Network Providers, Physicians and specialists chosen by Members for primary and specialty care. Benefits are higher when care is provided by In-Network Providers. The only exceptions to all services not being rendered by a Network Provider are:

1. when the service required for treatment of the covered condition is not available at a Network Hospital or from a Network Physician. In this case prior approval must be received from the BCBSHP Medical Director;
2. when a Member needs life-threatening emergency care either inside or outside the service area; or
3. when a Member decides to use an Out-of-Network Provider for a particular service.

3.2 Primary Care Physician

Unless the Group chooses one of our Blue Direct or Open Access products on the Group Master Application, all Network care must be received from or coordinated through a Primary Care Physician (PCP). This is called PCP Referral. If a Member receives care without a PCP referral, the Member is responsible for paying all bills.

These products allow flexibility for Network Physician access. With Blue Direct, all In-Network primary care must be received from a Primary Care Physician. A Member may access specialty care directly from a Network Specialist Physician; no PCP referral is needed. With Open Access, a Member may access both a Primary Care Physician and a Network Specialist Physician directly; no referral is needed.

ARTICLE 4

GENERAL PROVISIONS

4.1 Entire Contract and Changes

This document, the Certificate Booklet, the Group Master Application, and any future changes, attachments or amendments will be the **Entire Contract**. No change in this Contract is valid unless signed by the President or an authorized officer of BCBSHP. No agent or employee of BCBSHP may change this Contract or declare any part of it invalid.

4.2 Applications for Enrollment

Information will be furnished to BCBSHP for each Employee as follows:

1. Enrolling, new Members--Application for Coverage.
2. A prerequisite to eligibility for coverage is that the Employees submitting applications for coverage must have been continuously employed for the length of time stipulated in the Group Master Application.
3. If Employees do not elect coverage when first eligible to apply and later elect to apply for coverage, a health statement application must be submitted. A post-eligible (late entrant) application for family members also must be in the form of a health statement application.

4.3 Enrollment and Payment Procedures

1. The employer (Applicant) agrees that enrollment will be restricted to those on the employer's payroll, and that each new Employee will be given an opportunity to apply for coverage at such time the Employee becomes eligible. Employees who do not elect to apply for coverage must submit a Waiver of Coverage form.
2. Further, the employer agrees to collect the amount of the Employee's contribution, if any, by payroll deduction; and to pay on or before the due date to BCBSHP the employer's contribution, if any, plus the Employee's contribution, if any, which, when combined, amounts to the total monthly subscription charges.
3. There shall be an annual re-enrollment period that will precede the other carrier's (if any) anniversary date by sixty (60) days. During this time, eligible

Employees may transfer their membership from other carriers (if any) to BCBSHP. The Effective Date of these transfers and eligibility for coverage will be defined in the change form.

4.4 Subscription Charges

1. Initial charges shall be payable in advance of the Effective Date, and coverage shall not be in effect until such payment is received by BCBSHP. Subsequent charges shall be payable monthly on or before the due date designated on the Group Master Application. Except for the initial payment, a grace period of thirty-one (31) days beyond the due date shall be allowed for payment of charges due. BCBSHP reserves the right to refuse to accept any payment of charges after the expiration of the grace period. If the employer fails to pay such charges to BCBSHP within the grace period, the Group Master Contract automatically will be terminated as of the end of the grace period; however, the employer still shall be liable to BCBSHP in the amount of any claims paid on behalf of the Group after the due date, unless proper notice of termination has been given as provided below.
2. BCBSHP may change the monthly subscription charges whenever the benefits are changed by amendment, or as of any monthly due date upon giving sixty (60) days' prior notice to the employer. BCBSHP may also change the monthly subscription charges when the enrollment falls below the minimum requirement agreed to in the Group Master Application or a significant enrollment change is made through acquisition of a subsidiary (ies), the Employees of which are to be added to this Group.

4.5 Certificate Booklets, Miscellaneous Forms and Notices

1. BCBSHP agrees to provide Employees a Certificate Booklet outlining the benefits. Such Certificate Booklet is an integral part of the Group Master Contract as stated above.
2. The employer agrees to receive, on behalf of its covered Employees, all notices, certificates and identification cards

delivered by BCBSHP and to forward such materials to the persons involved.

3. Any notice shall be sufficient if given to the employer when addressed to its office, as stated in the Group Master Application; if given to BCBSHP when addressed to its office; or if given to an Employee, when addressed to the Employee either his or her address as it appears on his or her records at BCBSHP, or in care of the employer.
4. The Group Master Contract may be modified from time to time. BCBSHP will give the employer sixty (60) days' notice prior to the Effective Date of any such change.

4.6 Effective Date of Coverage

The Effective Date of Coverage is stated on the Group Master Application. The first Contract anniversary date is also stated on the Group Master Application; these two dates do not have to be separated by twelve (12) months. The Group Master Contract, if issued, shall remain in force unless terminated in accordance with the terms of this Contract. The due date shall be the first of each month.

4.7 Time Limit on Certain Defenses

Two years after this Contract is issued, no fraudulent statements which might have been included on a Subscriber's application can be used to void the Contract. Also, after these same two years no claim can be denied because of any fraudulent statement on this application.

4.8 Reinstatement

If a Member's coverage ends in any manner, that Member may be considered for reinstatement.

4.9 Physical Examinations

If a Member has submitted a claim and BCBSHP needs more health information, BCBSHP can require a physical examination as often as is reasonably necessary. BCBSHP would pay the cost of any such examination.

4.10 Unreasonable Fees

If BCBSHP considers a fee unreasonable, it will determine a Customary Fee. Payment will be based on the Customary Fee.

4.11 Compliance with Given Provisions

BCBSHP has the right to waive any part of this Contract for the benefit of the insured. This waiver in no way affects BCBSHP's right to apply that part of the Contract in paying a future claim.

4.12 Contract Administration

1. For proper adjudication of claims under this Contract, it is agreed, and the Group and its Members consent, that all medical records involving any condition for which a claim is presented will be furnished at BCBSHP's request, and all privileges with respect to such information are waived. The Group and its Members agree to participate and cooperate with BCBSHP in any pre-admission, concurrent or other medical review activity at any Hospital or medical facility as BCBSHP deems appropriate. This information will be kept confidential to the extent provided by law. Payment will not be provided where sufficient information cannot be obtained to properly adjudicate a claim.
2. Any person or entity having information about an illness or Injury for which benefits are claimed may give BCBSHP at its request, any information (including copies of records) about the illness or Injury. In addition, BCBSHP may with the Member's written consent give any person or entity similar information at their request if they are providing similar benefits.
3. In making a decision on claims involving payment for services or supplies or days of care that are determined by BCBSHP to be medically unnecessary, BCBSHP reserves the right to obtain advisory opinions from Physician consultants in the appropriate specialty under consideration prior to reaching a decision. On reconsideration of denied Medical Necessity claims, BCBSHP further reserves the right to refer such cases to an appropriate peer review committee for an advisory opinion before BCBSHP renders its final determination on such claims.

4.13 Employer Declaration

The employer submits eligibility and group health profile information with the Group Master Application. The employer understands that the information on such forms

will be used by BCBSHP to evaluate the actuarial risk of the Group and any coverage which may be issued can be rescinded for the entire Group if this information is incomplete, misleading or inaccurate.

4.14 Refunds

Refunds with respect to a Group's request, based on circumstances including, but not limited to, retroactive terminations of Employees from the Group, will be limited to a maximum period of three months. Any eligible refunds for the Employee's coverage will be sent to the Group.

4.15 Unpaid Premium

Upon the payment of a claim under this Contract, any Premiums then due and unpaid or covered by any note or written order, may be deducted from that claim payment.

4.16 Applicable Law

This Contract is governed by the laws and regulations of the State of Georgia. Nothing in this Contract shall be construed so as to be in violation of any federal or state law or regulation. In the event of state or federally mandated benefits, BCBSHP reserves the right to change the subscription charges (rates) with sixty (60) days' prior notice.

4.17 Right of Recovery

When any payment for Covered Services has been made by BCBSHP in an amount that exceeds the maximum benefits available for such services under the Contract, or whenever payment has been made in error by BCBSHP for Non-Covered Services, BCBSHP shall have the right to recover such payment from the Member or, if applicable, the provider of Covered Services.

4.18 Limitation of Actions

No lawsuit may be filed by a Member to recover benefits on a claim made under this Contract unless commenced at least sixty (60) days after filing a claim. A Member cannot file any legal action after three (3) years from the date of filing a claim.

4.19 Right to Audit

BCBSHP reserves the right to audit a Group's Employee roster to verify enrollment participation and eligibility requirements.

4.20 Non-Duplication

As a condition precedent to the issuance of this Group Master Contract, the employer agreed that other similar Group coverage for Hospital and/or Physician services, if any, which was in effect, would be cancelled on or prior to the Effective Date of this Group Master Contract, and no other Group coverage providing benefits for Hospital and/or Physician services would be adopted by the employer during the period of this Contract. In the event the employer adopts such other coverage, the employer will terminate this Contract by giving sixty (60) days' written notice prior to the Effective Date of the new coverage, except when such other coverage will not duplicate benefits already provided by BCBSHP. After notice by the employer, BCBSHP, at its discretion, may waive this restriction. Such waiver will be in writing and must be signed by the President of BCBSHP.

4.21 Licensed Controlled Affiliate

The Group on behalf of itself and its Members hereby expressly acknowledges its understanding this policy constitutes a Contract solely between the Group and BCBSHP, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the Association), permitting Blue Cross and Blue Shield of Georgia, Inc. to use the Blue Cross and Blue Shield Service Marks in the state of Georgia, and that BCBSHP is not contracting as the agent of the Association. The Group further acknowledges and agrees that it has not entered into this Contract based upon representations by any person other than BCBSHP and that no person, entity, or organization other than BCBSHP shall be held accountable or liable to the Group for any of BCBSHP's obligation to the Member created under this Contract. This paragraph shall not create any additional obligations whatsoever on the part of BCBSHP other than those obligations created under other provisions of this agreement.

4.22 Calculation of Coinsurance and Other Subscriber Liability

The calculation of Member liability for Covered Services for claims incurred outside of Georgia and processed through the Program typically will be at the lower of the provider's actual billed charges or the negotiated rate BCBSHP pays the on-site Blue Cross and/or Blue Shield Plan.

Often this "negotiated price" will consist of a simple discount. But sometimes it is an estimated final price that factors in expected settlements or other non-claims transactions with a health care provider or with a specific group of providers. The negotiated price may also be a discount from billed charges that reflects average expected savings. The estimated or average price may be adjusted in the future to correct for over-or underestimation of past prices.

In addition, statutes require Blue Cross and/or Blue Shield Plans in a small number of states to use a basis for calculating Member liability for Covered Services that does not reflect the entire savings realized on a particular claim. Thus, when your Members received Covered Services in these states, their Member liability for Covered Services will be calculated using these states' statutory methods.

Like all Blue Cross and Blue Shield Licensees, BCBSGA participates in a program called "BlueCard." Whenever Members access health care services outside the geographic area BCBSHP serves, the claim for those services may be processed through BlueCard and presented to BCBSHP for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when Members receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Blue"), BCBSHP will remain responsible to the Group for fulfilling BCBSHP's contract obligations. However, the Host Blue will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its Participating Providers, handling all interaction with its Participating Providers, and providing some

managed care services. The financial terms of BlueCard are described generally below.

4.23 Liability Calculation Method Per Claim

The calculation of the Member liability on claims for covered health care services incurred outside the geographic area BCBSHP serves and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price BCBSHP pays the Host Blue.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's provider contracts. The negotiated price paid to a Host Blue by BCBSHP on a claim for health care services processed through BlueCard may represent:

- (i) the actual price paid on the claim by the Host Blue to the health care provider ("Actual Price"), or
- (ii) an estimated price, determined by the Host Blue in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non-claims transactions with all of the Host Blue's health care providers or one or more particular providers ("Estimated Price"), or
- (iii) an average price, determined by the Host Blue in accordance with BlueCard Policies, based on a billed charges discount representing the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the Member and to the Group from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated Price or an Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over- or underestimation of past prices.

However, the amount paid by the Member is a final price and will not be affected by such prospective adjustment.

Statutes in a small number of states may require a Host Blue either (1) to use a basis for calculating the Member liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Blue would then calculate the Member liability for any covered health care services consistent with the applicable state statute in effect at the time the Member received those services.

4.24 Return of Overpayments

Under BlueCard, recoveries from a Host Blue or from Participating Providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, Utilization Review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.

4.25 Determinations of Covered Health Care Services

If BCBSHP, or if the applicable Group, determines that health care services are covered, or the Group's medical plan covers the health care services, coverage of those health care services cannot be denied based on the Host Blue's network protocols. However, under BlueCard, the Member cannot be denied coverage of health care services received outside of the geographic area BCBSHP serves if the health care services (i) are covered by the network protocols of the Host Blue; and (ii) are not specifically limited or excluded by the Group's medical plan document.

ARTICLE 5

CONDITIONS UNDER WHICH BENEFITS SHALL BE RENDERED

5.1 Hospital Inpatient Benefits

1. Hospital Inpatient Benefits are available only if a Member is admitted as a bed patient to a Hospital on the order of a licensed Physician. The Member must be under the care of this Physician. The Physician must be on the staff of, or acceptable to, the Hospital at which the Member is a patient.
2. The service which the Member receives at a Hospital is subject to all the rules and regulations of the Hospital selected. Such rules also control admission policies.
3. A Member can choose any legally constituted and approved Hospital for care. However, BCBSHP does not guarantee that any particular service or type of room will be available even if requested by the Physician.

5.2 Physician Availability

A Member may go to any Physician. BCBSHP does not guarantee that any particular Physician will be available.

5.3 Right to Receive Necessary Information

BCBSHP has the right to receive any information necessary in order to determine how much to pay on any claims submitted by a Hospital, Physician, or an individual Member. BCBSHP agrees to hold all such material confidential.

ARTICLE 6

TERMINATION OF COVERAGE

1. Initial charges shall be payable in advance of the Effective Date, and coverage shall not be in effect until such payment is received by BCBSHP. Subsequent charges shall be payable monthly on or before the due date designated in the attached Group Master Application. (The due date is the date on or before which all subscription charges must be received.)

Grace Period. If the Group has not given written notice to BCBSHP this Contract is to be terminated, a Grace Period of thirty-one (31) days, during which this Contract shall remain in effect, will be allowed for the payment of any subscription charges due after the due date. If no subscription charges are paid within the Grace Period, this Contract will automatically terminate without further notice effective as of the end of the Grace Period; after termination, the Group shall continue to be liable for all unpaid subscription charges due through and including the Grace Period. If written notice is given by the Group to BCBSHP during the Grace Period that this Contract is to be terminated, then termination shall be effective immediately and the Group shall be liable to BCBSHP only for a pro rata amount for the portion of the month prior to the receipt of such notice by BCBSHP.

2. If the Group does not pay the subscription charges for a Member by the end of the Grace Period, that Member's coverage ends automatically at the end of the Grace Period. No benefits for such a Member or covered family members will be paid after this date unless the insured person is on an existing continuing claim. Any Premium due for a Member shall be deducted from any Member's claim paid during the Grace Period.
3. If a Subscriber loses eligibility by no longer being a member of a particular subclass within the Group, that Subscriber's coverage ceases automatically as of the end of the period for which current subscription charges have been paid. Coverage also ends for all other family members covered under this Subscriber's certificate of coverage.
4. If this Group ends (or cancels) this Contract for any reason, coverage for all Members ends automatically as of the cancellation date. No

benefits will be paid after this date, except as provided under Extension of Benefits or Extended Benefits.

5. The Group may cancel this Contract by giving written notice to BCBSHP at least sixty (60) days in advance. Coverage for all Subscribers ends automatically as of the cancellation date. Note: None of the above shall prejudice an existing claim.
6. Termination of Coverage (Group)
BCBSHP may cancel this Contract on the renewal date in the event of any of the following:

1. The Group fails to pay premiums in accordance with the terms of this Contract.
2. The Group performs an act or practice that constitutes fraud or intentional misrepresentation of material fact in applying for or procuring coverage.
3. The Group has fallen below our minimum employer contribution or group participation rules. We will submit a written notice to the Group and provide the Group 60 days to comply with these rules.
4. We terminate, cancel or non-renew all coverage under a particular policy form, provided that:
 - We provide at least 180 days notice of the termination of the policy form to all Members;
 - We offer the Group all other small group (employer) or large group (employer) policies, depending on the size of the Group, currently being offered or renewed by us for which you are otherwise eligible; and
 - We act uniformly without regard to the claims experience or any health status related factor of the individuals insured or eligible to be insured.

ARTICLE 7

NOTICE

Change Notification -Members

Members may notify BCBSHP of any changes which would affect coverage at BCBSHP's office:

Blue Cross Blue Shield Healthcare Plan
of Georgia, Inc.

Post Office Box 9907

Columbus, Georgia 31908

Change Notification -BCBSHP

BCBSHP may notify Members of any changes at the Member's address as it appears in BCBSHP's records. Please notify BCBSHP when a change of address occurs.

Request for Proposal

RFP's will be received at this office until 11:00 a.m., Friday, June 6, 2008

RFP #08-132 Health Insurance Provider for Augusta, GA Human Resources

RFP's will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Gerri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
706-821-2422

RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30911. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail.

A Mandatory Pre-Proposal meeting will be conducted at the Municipal Building on Tuesday, May 20, 2008 @ 10:00 a.m. at the conference room of the Procurement Department, 530 Greene Street, Room 605, Augusta GA, 30909. The last day to submit questions is Friday, May 23, 2008 by 3:00 p.m. No RFP will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after time has been called on the date of opening.

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid invitation are material conditions of the RFP. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark RFP number on the outside of the envelope.

Bidders are cautioned that sequestration of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 24, May 1, 8, 15, 2008

Metro Courier April 30, 2008

cc: Tameka Allen Interim Deputy Administrator
 Mike Blanchard Human Resources
 Robby Burns Human Resources

RFP #08-132

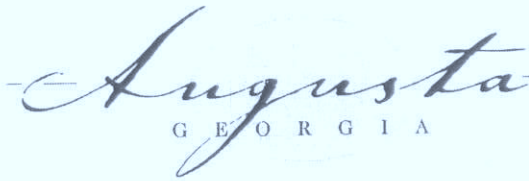
Health Insurance Providers

City of Augusta Human Resources Department

RFP Opening Date: Friday, June 6, 2008 at 11:00 A.M.

Vendors:	Original	7 Copies	Original Fee	7 Copies	Proposal (1) CD	Financial (7) CD	Addenda
Delta Dental 1000 Mansell Exchange West Building 100, Suite 200 Alpharetta, GA 30023	x	x	x	x	x	x	x
Express Scripts 2706 Alternate 19, Suite 203 Palm Harbor, FL	NON-COMPLIANT NO REQUIRED FORMS SUBMITTED						
MetLife 2400 Lakeview Parkway, Suite 300 Alpharetta, GA 30004	NON-COMPLIANT IMMIGRATION FORMS (NO USER ID #)						
Blue Cross Blue Shield 3350 Peachtree Road, NW Atlanta, GA 30326	x	x	x	x	x	x	x
Ameritas Group 4227 Pleasant Hill Road Building 11, Suite 200 Duluth, GA 30096	NON-COMPLIANT NO IMMIGRATION FORMS SUBMITTED						
Secure Horizons 2945 Walton Way Augusta, GA 309009							
Humana 1005 Munsford Lane Evans, GA 30809	NON-COMPLIANT DID NOT ACKNOWLEDGE ADDENDUM						
United Health Care 9009 Corporate Lake Drive Tampa, GL 33634	NON-COMPLIANT IMMIGRATION FORMS NOT COMPLETED						
United Concordia Dental 525 N Tryon Street, #1608 Charlotte, NC 28202	x	x	x	x	x	x	x
Cigna 3500 Piedmont Road Atlanta, GA 30305	NON-COMPLIANT IMMIGRATIONS FORMS (NO USER ID #)						
Core Management 515 Mulberry St., Ste 300 Macon, GA 31202	NON-COMPLIANT DID NOT ATTEND MANDATORY PRE PROPOSAL MEETING NO REQUIRED FORMS SUBMITTED ADDENDUM NOT MAILED						
Gilsbar (360 Benefit) 2100 Covington Centre Covington, LA 70433	NON-COMPLIANT DID NOT ATTEND MANDATORY PRE PROPOSAL MEETING NO IMMIGRATION FORMS ADDENDUM NOT MAILED						
Paragon Benefits, Inc. 6065 Business park Drive Columbus, GA 31909	NON-COMPLIANT DID NOT ATTEND MANDATORY PRE PROPOSAL MEETING ADDENDUM NOT MAILED						

The following Vendor(s) submitted NO BID RESPONSE(S): Universal American



HUMAN RESOURCES DEPARTMENT

Michael F. Blanchard
Interim Director

To: Geri Sams, Director, Procurement Department

From: Michael Blanchard, Interim Director, Human Resources Department *MB*

Subject: Selection of Healthcare Benefits Providers

Date: August 18, 2008

The selection committee for RFP Item #08-132, *Health Insurance Provider*, has evaluated the vendor proposals that were submitted and has determined that the following providers best meet our requirements for supplying our needs for health care benefits.

- Medical: Blue Cross Blue Shield
- Dental: United Concordia

With your permission we will proceed with working with Benalytics, Inc., the firm that has been contracted to provide assistance with our RFP preparation and evaluation, to negotiate on our behalf with each of these providers.

Once we have selected a vendor, we will proceed through the official commission approval process and notify the Procurement Department accordingly.

18 AUG '08 PM 3:05

Augusta Human Resources Department
530 Greene Street
Room 601 – Municipal Building
(706) 821-2303 (706) 821-2867 FAX
Job Line: 821 -2305
WWW.AUGUSTAGA.GOV

FYI: Process regarding Request for Proposals

§ 1-10-43

AUGUSTA-RICHMOND COUNTY CODE, READOPTED 7-10-2007

- (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,
- (4) The quality of performance on previous contracts,
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,
- (6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,
- (7) The quality, availability, and adaptability of the supplies or services to the particular use required, and
- (8) The number and scope of conditions attached to the bid by the bidder.

(j) *Award to other than low bidder.* When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the purchase order or other contract elsewhere shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file for audit proposes.
(Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-44. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal

determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

- (f) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-45. Sealed proposals.

(a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta-Richmond County Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta-Richmond County. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta-Richmond County. In the case of procurement computer software, for example, it is in the best interest of Augusta-Richmond County to specify functional requirements and outputs, and allow the bidders to propose based on the closest available product(s) and software or software development services meeting our needs.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10-43(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference is not required but recommended for purposes of expounding on the requirements and

FYI: Process regarding Request for Proposals

GENERAL GOVERNMENT

§ 1-10-46

soliciting vendor/contractor input. Such conferences should be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-44(c)-Public Notice and Bidder's List.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked).

- (1) Selection committee. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or their choice shall convene for the purpose of evaluating the proposals.
- (2) Preliminary negotiations. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions

and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(h) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror, and request final and best offers from the top ranked three firms if available. Award shall be made or recommended for award through the Augusta-Richmond County Administrator, to the responsible offeror whose proposal is determined to be the most advantageous to Augusta-Richmond County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and Article 10, section 1-10-71 of this chapter. (Ord. No. 6939, § 16, 1-2-07)

Sec. 1-10-46. Authority to contract for special services.

As used in this section, special services are those professional services, such as those provided by physicians, architects, ministers, engineers, accountants and attorneys, which are normally obtained on a fee basis. In the procuring of professional services those departments which normally utilize such services may contract on their behalf for such service in accordance with this article provided that the following requirements are met:

- (a) The department must solicit the best possible contract with the person providing the professional service.
- (b) Negotiation with the person providing professional services shall include the department head and the Augusta-Richmond County Administrator.
- (c) The department shall obtain the approval of the Commission.

T1:147



RFP: 08-132

HEALTH INSURANCE PROVIDER
FOR AUGUSTA HUMAN RESOURCES*Refused
5/2*Sunbelt Worksit Marketing, Inc.
281 Sudlow Lake Road
North Augusta, SC 29841
Attn: Willma CombsBilly Whitley
1019 Bent Pine Court
Columbus, GA 31909Reid Carnes
2945 Walton Way
Augusta, GA 30914Benefit Network
6210 Silver Bluff Road
Aiken, SC 29803
Attn: Bill ShiversNorthwestern Mutual
1359 Silver Bluff Road, Suite G-18
Aiken, SC 29803Joseph Toole
207 Regency Executive Park Drive
Suite 200
Charlotte, NC 28217Henry Chambers
4625 Stilletto Court
Martinez, GA 30907H. Stan Claxton
2623 Washington Road, Suite 101-E
Augusta, GA 30904Benefit Coordinators, Inc.
P. O. Box 15754
Augusta, GA 30919Group Benefits Consultants, Inc.
607 Wheeler Executive Center
3540 Wheeler Road
Augusta, GA 30909Doherty, Dugan & Rouse Insurors
P. O. Box 2868
Cumming, GA 30028
Attn: Carol StilesJ. L. Herring & Associates
315 Commercial Drive, Suite C-8
Savannah, GA 31406Linda Cliatt Young
P. O. Box 1623
Evans, GA 30809David Hock
3520 Stevens Way
Augusta, GA 30807Allstate
3238 Peach Orchard Road
Augusta, GA 30906
Attn: Quincy MurphyUniversal Investment & Ins. Service
P. O. Box 321
Augusta, GA 30903
Attn: Leroy StokesThe Hight Agency
P. O. Box 2116
Loganville, GA 30052
Attn: Mike S. Hight, PhDGIA Group Insurance
P. O. Box 6474
Macon, GA 31208
Attn: Charles P. Deaton, Jr.Liberty National
128 Davis Road
Martinez, GA 30917
Attn: John ManaloorPhil Harrison, Jr.
J. Smith Lanier & Company
P. O. Box 211110
Augusta, GA 30917D. Wayne Hall, CEO
Soloman Deaton Insurance
P. O. Box 227
Macon, GA 31202Mike Taylor, Jr.
Dawson Taylor & Company
P. O. Box 14729
Augusta, GA 30919-0729Select Benefit Consults
4571-B Cox Road
Evans, GA 30809Blanchard & Calhoun
245 Davis Road
Augusta, GA 30907Solomon Deaton Insurance
756 Poplar Street
Macon, GA 31202
Attn: Wayne HazeCIGNA
Two Securities Center
3500 Piedmont Road, Suite 200
Atlanta, GA 30305
Attn: Reggie WhiteAetna
11675 Great Oaks Way – F350
Alpharetta, GA 30022
Attn: DeFord SmithHumana
900 Ashwood Parkway, Suite 500
Atlanta, Ga 30338
Attn: Tim CrimminsParagon Benefits, Inc.
P. O. Box 12288
6065 Business Park Drive
Columbus, GA 31917
Attn: Jane D. Pritts



RFP: 08-132

HEALTH INSURANCE PROVIDER
FOR AUGUSTA HUMAN RESOURCES

CIGNA Healthcare
100 Peachtree Street, Suite 800
Atlanta, GA 30309
Attn: Tim DeLoache

AHS & Associates
P. O. Box 15637
Augusta, GA 30919-1637
ATTN: Craig P. Nichols

Resurgeon Risk Management
1201 Peachtree Street, NE
400 Colony Square, Suite 1730
Atlanta, GA 30361
Attn: Jonathan Larson

Dawson Taylor
3510 Wheeler Road
Augusta, GA 30909

IPG/Metlife
Delta Dental/Ameritas
P. O. Box 15514
Augusta, GA 30919
Attn: Rob Beachum

Delta Dental
1000 Mansell Exchange West
Building 100, Suite 100
Alpharetta, GA 30202
Attn: Dwight Franz

ING
5780 Powers Ferry Road, NW
Atlanta, GA 30327
Attn: Brad Ridnour

Innoviant
11 Scott Street, Suite 150
Wausau, WI 54403
Attn: Rich Wipperfurth

JV Greene & Associates
290 E. Smoketree
Alpharetta, GA 30005
Attn: John Greene

SDC Consulting, Inc.
188 Gleneagles Circle
Macon, GA 31210-243
Attn: Ulysses G. Ford

Blue Cross Blue Shield of GA
3350 Peachtree Road
Atlanta, GA 31326
Attn: James Ford

Coventry Health Care of GA
1100 Circle 75 Parkway, Suite 1400
Atlanta, GA 30339
Attn: Laura Corrigan

1st Medical Network
1899 Powers Ferry Road, Suite 400
Atlanta, GA 30339
Attn: Allison Cobb

United Health Care
3720 DaVinci Court, Suite 300
Norcross, GA 30092-2670
Attn: Caroline S. Brown

MetLife
2400 Lakeview Parkway, Suite 300
Alpharetta, GA 30004
Attn: Tom Remus

Sunlife
1100 Abernathy Road, Suite 550
Atlanta, GA 30328
Attn: Peter Conway

Mark III Brokerage
211 Greenwich Road
Charlotte, NC 28211
Attn: David Browder

University Health Link
820 St. Sebastian Way
Augusta, GA 30809
Attn: Douglas Wilson

Carter-Eaves Associate
3540 Wheeler Road, Suite 312
Augusta, GA 30909
Attn: Reid Carter

Dawson Taylor
Mike Taylor
P. O. Box 14729
Augusta, GA 30919

Ramon Villanueva
Alert Transport, Non-Emergency
Medical Services
690 East Leeward Drive
Deltona, FL 32738

United Concordia
Three Northwinds Center
2500 Northwinds Parkway, Suite 360
Alpharetta, GA 30004
Attn: Thomas Palmer

AIG
100 Spring Valley Road
Greenville, SC 29615
Attn: Jeff Perkins

Caremark
420 East Waterside Drive, #2710
Chicago, IL 30301
Attn: Cheryl Byron

Bidders List

Bid Item # 08-132 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Habour Risk Management, LLC 3162 Johnson Ferry Road Suite 260, PMB #706 Marietta, GA 30062 ATTN: Bob Johnston, CBC		5/12/08			SP
2						
3						
X 4	AEGLAS Corp / Mary Beauchamp P.O. Box 51154 Augusta, GA 30919		5/28/08	Addendum 1		Pick up
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

Bidders List

Bid Item # 08-132 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	United Healthcare 9009 Corporate Lake Drive Tampa, FL 33634 ATTN: JOCELYN RODRIGUEZ		4/29/08			SP
2						
3	Medco Health Solutions, Inc. 100 Parsons Pond Drive Franklin Lakes, NJ 07417 ATTN: BECKIE BARATKO		4/29/08			SP
4						
5	Walgreens Health Initiatives 7680 Universal Boulevard Suite 460 Orlando, FL 32819 ATTN: BRAD SCHOLTEN		4/29/08			SP
6						
7	Plan Benefit Services, Inc. P. O. Box 2307 Columbia, SC 29202 ATTN: MORGAN ARMSTRONG		4/29/08			SP
8						
9	AON Risk Services South, Inc. 201 West McBee Avenue, 2 nd Floor Greenville, SC 29601 Attn: Kevin Bryant	Phone 864 241-1514 Fax 864 241-1511	4-29-08		DW	mai /
10						
11	Liberty National Life Ins. 1058 Claussen Road, Ste. 105 Augusta, GA 30907-0311 ATTN: DESH LACHMAN		4/30/08			SP
12						
13	Allstate Insurance Co Jeremy Boutelle	770-322-6682 770-322-1823 fax	5/5/08		JB	pick-up
14						
15	Fringe Benefits Mgmt Company 3101 Sessions Road Tallahassee, FL 32303 ATTN: Varonia Walker		5/5/08			SP
16						

Bidders List

Bid Item # RFP 08-132 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Gallagher Benefits Services 1117 Perimeter Center West W201 Atlanta, GA. 30338		4/25			SP
2	Attn: Michael Zenchuk					
3	Shaw-Hankins, LLC 201 West Main Street P.O. Box 1298 Cartersville, GA. 30120		4/25			SP
4	Attn: Scott Hankins					
5	Ameritas Group 4227 Pleasant Hill Road Building 11, Suite 200 Duluth, GA 30096		4/25			SP
6	ATTN: Michael Barski					
7	Aegias 4571 Cox Road, Suite B Evans, GA 30809		4/25		rfb	
8	ATTN: MARY BEACHUM					
9	VSP Vision Care for Life 3091 Governors Lake Drive Suite 240 Norcross, GA 30071		4/25			SP
10	ATTN: Julianne Purcell					
11	ING 3424 Peachtree Road NE Suite 200 Atlanta, GA 30326		4/28			SP
12	ATTN: MIKE OTIS					
13	Walgreens Health Initiative 3162 Johnson Ferry Road Suite 260 Atlanta, GA 30062		4/28			SP
14	ATTN: Rick Simon					
15	Express Scripts One Express Way, HQ01N St. Louis, MO 63121		4/28			SP
16	ATTN: LIZ JOHNSON					

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFP-08-132-0-2008/PJM**Bid Name** Health Insurance Provider

1 Document(s) found for this bid

13 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
AEGIAS	7063641257	1111111111	1			Documents
AJG	6783935226	6789354307	1			Documents
Alert Transport, Non-Emergency Medical Services	3862150909	3862594911	1	1. Hispanic Owned 2. Small Business 3. Veteran Owned		Documents
CIGNA	8133534419	8133534407	1			Documents
Fringe Benefits Management Company	8504256200	8504256220	1			Documents
Humana	8132886365	8132886365	1			Documents
Intercom Consulting & Federal Systems	7277449027	7277249115	1	1. Small Business		Documents
MemberHealth	4402488448	4402488448	1			Documents
Onvia, Inc. - Content Department	2063739500	8882637801	1			Documents
Vision Service Plan	9168515000	1111111111	1			Documents

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User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** RFP-08-132-0-2008/PJM**Bid Name** Health Insurance Provider

1 Document(s) found for this bid

13 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Vision Service Plan	7704476128	7702636008	1			Documents
Wachovia	6785894337	1111111111	1			Documents
Wachovia Insurance Services, Inc.	2143659150	2143659141	1			Documents

Page 2 of 2 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing No DemandStar is a product of [Onvia, Inc.](#) (c) 1997-2008. All rights reserved. | [Terms of Use](#) | [Privacy](#)

Mandatory Pre-Bid Meeting
 Bid Item #08-132
 Health Insurance Providers
 For The City of Augusta Human Resources Department
 Tuesday, May 20, 2008 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Dawn Welch	Delta Dental	1000 Mansell Exchange West Bld 100 Suite 100 Alpharetta, GA 30023	770 641-5249	770 641-5234	
2. Tom Aufiero	Express Scripts	2706 Alhambra 19 Suite 203 Palmer Park, FL	727 786-8340	727 787-8193	
3. Linda Mercer for Tom Remus	MetLife	2400 Lakeview Pkwy Suite 300 Alpharetta, GA 30004	678-319-2022	678 319-3437	
4. Robby Burns	City of Augusta HR Dept.		706 821 2874	706 821 2867	
5. Charles Atkinson	BENALYTICS	1290 KENNEDY CIR SUITE A201 MARIETTA, GA 30060	770 420-0525	770 420-0535	
6. James Ford	Blue Cross Blue Shield	3350 Peachtree Rd NW Atlanta, GA 30326	404. 842-8631	404. 842-8660	
7. Michael Barski	Americitas Group	4227 Pleasant H. 11 Rd Bldg 11, Ste 200 Duluth, GA 30096	678-417- 1723	678-417 1745	
8. Rep. Aries	Secure Horizons	2945 Walton Way Augusta, GA 30909	706 738 0411	706 738 0371	
9. Sam Fouché	Humana	1005 Mansford Lane Evans, GA 30809	706 589 9441	904 376 8883	
10. BRAD LOWE	UNITED HEALTHCARE	9009 ORCHARD LAKE DR Tampa, FL 33634	813-890- 4505	877-667- 1582	
11. Mike Blanchard	Augusta HR		706-821-2862		
12.					

Mandatory Pre-Bid Meeting
 Bid Item #08-132
 Health Insurance Providers
 For The City of Augusta Human Resources Department
 Tuesday, May 20, 2008 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Michael Mauer	United Cooperative Bank	525 N Tryon St #1603 Charlotte, NC 28202	912-713-3253	866-827-4654	
2. Phyllis Mills	Procurement		706 821-2888	706 821-2811	
3. Sheila Faulk	Procurement		706 821-4251	706 821-2811	
4. Tameka Allen	Administration		706 821-2529	706 821-2530	
5. Reggie White	CIGNA	3500 Piedmont Road Atlanta, GA 30305	770 374 1154	646- 277-5506	
6.					
7.					
8.					
9.					
10.					
11.					
12.					



**Administrative Services Committee Meeting
11/24/2008 12:45 PM
Multi-Department Salary Inequity Corrections**

Department: Human Resources

Caption: Approve Revised Job Descriptions in the Tax Assessor's Office, Recreation and Utilities Departments. (Referred from November 18 Commission meeting)

Background: See attached agenda item details.

Analysis: See attached agenda item details.

Financial Impact: See attached agenda item details.

Alternatives: Do not approve changes in grades.

Recommendation: See attached agenda item details.

Funds are Available in the Following Accounts: See attached agenda item details.

REVIEWED AND APPROVED BY:

Clerk of Commission

Department
Recreation

Position	Current Grade	New Title	New Grade	Grade Minimum Salary	Personnel Affected	Current Salary	Proposed Salary	% Salary Increase	JACI Complete	Job Description Updated?	Justification	Analysis Complete
Property/Maint. II - Pools	40	Pool Maintenance Coordinator	43	\$ 27,973.55	1	\$ 24,845.00	\$ 27,673.00	11.38%	Yes	Yes	Three aquatic facilities added; state certification as a pool operator now required.	Yes
Administrative Assistant I	43	Administrative Manager	47	\$ 35,904.17	1	\$ 36,374.00	\$ 40,011.00	10.00%	Yes	Yes	Fourteen new budgets added to responsibilities	Yes
Special Events Manager	49	N/A	50	\$ 41,876.85	1	\$ 41,002.00	\$ 45,102.00	10.00%	Yes	Yes	Augusta Common added to responsibilities	Yes
Facilities/Marketing Manager	50	N/A	54	\$ 41,876.85	1	\$ 49,036.00	\$ 54,841.00	11.84%	Yes	Yes	Ports Authority duties added and two new facilities	Yes
Planning/Development Manager	50	N/A	54	\$ 54,841.38	1	\$ 45,552.00	\$ 54,841.00	20.39%	Yes	Yes	Manages all SPLOST/CDBG projects without outside management firm	Yes
Facilities/Aquatics Manager	52	N/A	54	\$ 54,841.38	1	\$ 57,382.00	\$ 63,120.00	10.00%	Yes	Yes	Seven new facilities added to responsibilities	Yes
Facilities/Senior Service Manager	50	N/A	54	\$ 54,841.38	1	\$ 55,094.00	\$ 60,603.00	10.00%	Yes	Yes	Manages all senior nutrition/wellness programs added in 2004	Yes
Operations Manager	52	N/A	54	\$ 54,841.38	1	\$ 54,108.00	\$ 59,516.00	10.00%	Yes	Yes	Twelve new parks added to responsibilities	Yes
Foreman - Golf Course	46	N/A	47	\$ 35,904.17	1	\$ 37,722.00	\$ 41,494.00	10.00%	Yes	Yes	Driving range, clubhouse and irrigation system responsibilities added	Yes
Foreman - Construction	46	N/A	47	\$ 35,904.17	1	\$ 36,757.00	\$ 40,433.00	10.00%	Yes	Yes	Supervision of in-house construction crew added	Yes
Foreman - Maintenance Shop	46	N/A	47	\$ 35,904.17	1	\$ 35,152.00	\$ 38,667.00	10.00%	Yes	Yes	Twelve new parks added to responsibilities	Yes
Totals					11	\$ 473,022.00	\$ 528,301.00					
Difference							\$ 53,279.00					

Corresponding Cuts to other Recreation Budget Items to fund this initiative

Reduce staff clothing	\$ 3,539.00
Reduce travel budget	\$ 4,000.00
Reduce parking salaries	\$ 9,766.00
Eliminate Recreation Specialist III vacancy	\$ 35,974.00
Total Cuts to Recreation Budget	\$ 53,279.00

Department
Tax Assessor

Position	Current Grade	New Title	New Grade	Grade Minimum Salary	Personnel Affected	Current Salary	Proposed Salary	% Salary Increase	JACI Complete	Job Description Updated?	Justification	Analysis Complete
Sr. Property Appraiser IV	48	Appraisal Coordinator	50	\$ 41,876.85	1	\$ 40,125.80	\$ 46,143.84	15.00%	Yes	Yes	Additional Duties and Responsibilities	Yes
Application Developer III	48	Support Technician	44	\$ 30,763.33	1	\$ 47,944.00	\$ 47,944.00	0.00%	Yes	Yes	Job Description modified to reflect actual duties	Yes
Totals					2	\$ 88,069.80	\$ 94,087.84					
Difference							\$ 6,017.04					

Department
Utilities

Position	Current Grade	New Title	New Grade	Grade Minimum Salary	Personnel Affected	Current Salary	Proposed Salary	% Salary Increase	JACI Complete	Job Description Updated?	Justification	Analysis Complete
Working Foreman	45	Assistant Operations Manager	48	\$ 37,793.86	1	\$ 36,123.62	\$ 42,132.81	16.64%	Yes	Yes	Additional responsibility of managing personnel	Yes
Working Foreman	45	Assistant Operations Manager	48	\$ 37,793.86	1	\$ 36,522.20	\$ 42,597.70	16.64%	Yes	Yes	Additional responsibility of managing personnel	Yes
Working Foreman	45	Assistant Operations Manager	48	\$ 37,793.86	1	\$ 39,086.82	\$ 45,565.62	16.64%	Yes	Yes	Additional responsibility of managing personnel	Yes
Working Foreman	45	Assistant Operations Manager	48	\$ 37,793.86	1	\$ 34,613.28	\$ 40,371.23	16.64%	Yes	Yes	Additional responsibility of managing personnel	Yes
Safety Officer	44	Safety Training & Program Mgr.	52	\$ 48,494.34	1	\$ 40,964.30	\$ 54,500.00	33.04%	Yes	Yes	The safety program has expanded and the responsibilities have expanded and should be compensated for the additional expansion of duties and requirements.	Yes
WTP Operator I-Class I	45	Lead Operator-Class I	48	\$ 37,793.86	1	\$ 36,214.10	\$ 38,500.00	6.31%	Yes	Yes	Position would be responsible for managing other lead operators	Yes
WTP Operator I-Class I	45	Lead Operator-Class I	48	\$ 37,793.86	1	\$ 34,109.40	\$ 38,500.00	12.87%	Yes	Yes	Same as above	Yes
WTP Operator I-Class I	46	Lead Operator-Class I	48	\$ 37,793.86	1	\$ 36,214.10	\$ 38,500.00	6.31%	Yes	Yes	Same as above	Yes
WTP Operator I-Class I	46	Lead Operator-Class I	48	\$ 37,793.86	1	\$ 34,109.40	\$ 38,500.00	12.87%	Yes	Yes	Same as above	Yes
WTP Operator I-Class I	46	Lead Operator-Class I	48	\$ 37,793.86	1	\$ 35,159.02	\$ 38,500.00	9.50%	Yes	Yes	Same as above	Yes
WTP Op I-Class II	44	Lead Operator Class II	45	\$ 32,403.51	1	\$ 32,682.78	\$ 36,478.00	11.61%	Yes	Yes	Manages other certified treatment plant operators	Yes

Augusta, GA
2008 Reclassification to Correct Pay Inequities

WTP Op I Class II	44	Lead Operator Class II	45	\$ 32,403.51	1	\$ 32,682.78	\$ 34,244.00	5.08%	Yes	Yes	Same as above	Yes
WTP Op I Class II	44	Lead Operator Class II	45	\$ 32,403.51	1	\$ 31,730.85	\$ 33,568.00	5.79%	Yes	Yes	Same as above	Yes
WTP Op I Class II	44	Lead Operator Class II	45	\$ 32,403.51	1	\$ 31,730.92	\$ 34,150.00	7.62%	Yes	Yes	Same as above	Yes

1 Job Analysis Questionnaire or Departmental Justification

77

2008 Inequity Correction Reclassification Proposal

11/11/2008 Revision of Recreation Section

Caption

Approve Revised Job Descriptions in the Tax Assessor's Office, Recreation, and Utilities Departments

Background

In various Augusta City Departments there are many positions that have job descriptions which, over time, have become obsolete due to organizational, technological, legal, social and other changes. The job has evolved into something else than what it was originally intended to be, and often provides a greater benefit to the organization than was originally intended. This means that the job description and grade are not reflective of the duties that are being performed. The following city departments have areas in which inequities exist due to this job evolution: the Tax Assessor's Office, Recreation, and Utilities.

Analysis

Human Resources staff interviewed personnel and gathered supplemental information from each department in order to compile the information provided in this agenda item and the attachments. For all these positions described below, please see the attached worksheet for details regarding titles, pay grades, the number of affected personnel, and salary differences, as well as justification for each change.

Recreation: The Recreation Department seeks to correct inequities in salary caused primarily by growth in the number of facilities (parks, aquatic facilities, etc.) and program and projects. These changes, which have occurred over the course of several years, have left the positions staffed by personnel who have not seen an increase in salary commensurate with the increase in responsibility. Recreation, being a department that provides a rich offering of services to the public on a daily basis (and is also responsible for special events that cater to thousands of people) requires dedicated professionals with knowledge and experience. This agenda item attempts to provide due compensation to those professionals. Raise amounts were determined by using the greater of the new salary grade or a 10% increase for each employee.

Tax Assessor's Office (TAO): The TAO seeks only to change two positions as part of this agenda item. First, the TAO proposes to change a property appraiser position to the new position of Appraisal Coordinator position in order to correct a situation in which

an employee has been performing many duties outside of the scope of her position, including supervisory and leadership responsibilities of all appraisal personnel. Second, a position currently classified in grade 48 is being downgraded to a 44 to reflect the fact that this position, which was once very technologically oriented, has changed such that many of the responsibilities have been dispersed among other staff or are handled by the Augusta Information Technology Department. The increased salary is a 15% increase over the employee's current salary.

Utilities: The Augusta Utilities Department (AUD) desires to correct some longstanding compensation issues, primarily for the benefit of many of its lower-paid employees. Through this agenda item, AUD seeks to reclassify positions for the Water Treatment Plant (WTP) Lead Operators, Working Foremen, Laborers, and Cashiers. In the case of the WTP Lead Operators, increasing certification requirements means that these lead operators are supervising more qualified, well-trained personnel, even as they have to increase their training / certification as well as supervise the other employees. Working Forement are managing additional personnel performing duties that have evolved to become more complex. Likewise, the term "Laborer" is not accurate in that the employees under this job title must perform their work, often under difficult working conditions, and with a certain level of technical knowledge of utilities systems so that they can be more effective at their duties. Finally, the cashiers' jobs have changed in that they are using software and technology that was not imagined when their job descriptions were prepared, so a certain level of technical prowess is required along with customer service skills. Another improvement for AUD is recognition of the importance and expansion of the safety program by changing the grade of the Safety Office from a 44 to a 52. Most of the increases for AUD were based on moving employees to the minimum of the new salary grade. Other increases were determined at the discretion of the Interim Director of AUD.

Funding Analysis

This agenda affects 77 employees at a total cost of \$228,939.18 (excluding benefits) for the following department and employees:

Recreation: This increase affects 11 employees for a total of \$53,279. Recreation has identified funding for the remainder of 2008 out of its current operating budget (including the elimination of one position), so no additional funds are required. Recreation intends to repeat these cuts for the next fiscal year as well to support this initiative. These cuts are described below:

- | | |
|-----------------------------|---------|
| • Reduce staff clothing: | \$3,539 |
| • Reduce travel budget: | \$4,000 |
| • Reduce part/time salaries | \$9,766 |

- Eliminate Recreation Specialist III vacancy \$35,974

Total Recreation cuts are equal to \$53,279

TAO: Only two employees are affected (one increase and one static) for a total of \$6,018. The TAO has eliminated one vacant position, Senior Property Appraiser IV (Grade 47 with a starting salary of \$35,904.17), in order to fund this change.

Utilities: This increase affects 64 employees for a cost of \$169,642.14. AUD has funding sources for these salary upgrades.

All salary increases are requested to take effect August 1, 2008, and to be retroactive if approved after that date.

Funds:

Funds from salaries and wages from each respective department will be used to support this initiative.



**Administrative Services Committee Meeting
11/24/2008 12:45 PM
Ordinance for Identity Theft Prevention Program**

Department: Clerk of Commission

Caption: Motion to approve an Ordinance to amend the Augusta Richmond County Code; to create new Chapter 5 to Title II (Finance and Taxation) called "Chapter 5, called "Article 1 Identity Theft Prevention Program"; to create a new Article 2 to the new Chapter 5 called "Article 2 Treatment of Address Discrepancies"; to comply with federal regulations relating to red flags and identity theft; to provide for codification; to provide for severability; to provide for an adoption date; to provide an effective date; and for other purposes allowed by law.(Approved by Administrative Services Committee October 27, 2008 - referred from November 18 Commission meeting)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available in
the Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA-RICHMOND COUNTY CODE; TO CREATE NEW CHAPTER 5 TO TITLE II (FINANCE AND TAXATION), CALLED "CHAPTER 5 THEFT PREVENTION"; TO CREATE A NEW ARTICLE 1 TO THE NEW CHAPTER 5, CALLED "ARTICLE 1 IDENTITY THEFT PREVENTION PROGRAM"; TO CREATE A NEW ARTICLE 2 TO THE NEW CHAPTER 5, CALLED "ARTICLE 2 TREATMENT OF ADDRESS DISCREPANCIES"; TO COMPLY WITH FEDERAL REGULATIONS RELATING TO ADDRESS DISCREPANCIES; TO COMPLY WITH FEDERAL REGULATIONS RELATING TO RED FLAGS AND IDENTITY THEFT; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

BE IT ORDAINED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME, THAT THE AUGUSTA-RICHMOND COUNTY CODE BE AMENDED AS FOLLOWS:

WHEREAS pursuant to federal law the Federal Trade Commission adopted Identity Theft Rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancy and the detection, prevention and mitigation of identity theft;

WHEREAS the Federal Trade Commission regulations, adopted as 16 CFR § 681.2 require creditors, as defined by 15 U.S.C. § 1681a(r)(5) to adopt red flag policies to prevent and mitigate identity theft with respect to covered accounts;

WHEREAS 15 U.S.C. § 1681a(r)(5) cites 15 U.S.C. § 1691a, which defines a creditor as a person that extends, renews or continues credit, and defines "credit" in part as the right to purchase property or services and defer payment therefore;

WHEREAS the Federal Trade Commission regulations include utility companies in the definition of creditor;

WHEREAS Augusta-Richmond County is a creditor with respect to 16 CFR § 681.2 by virtue of providing utility services or by otherwise accepting payment for municipal services in arrears;

WHEREAS the Federal Trade Commission regulations define "covered account" in part as an account that a creditor provides for personal, family or household purposes that is designed to allow multiple payments or transactions and specifies that a utility account is a covered account;

WHEREAS the Federal Trade Commission regulations require each creditor to adopt an Identity Theft Prevention Program which will use red flags to detect, prevent and mitigate identity theft related to information used in covered accounts;

WHEREAS Augusta-Richmond County provides water, sewer, solid waste, trash, and other services for which payment is made after the product is consumed or the service has otherwise been provided which by virtue of being utility accounts are covered accounts;

WHEREAS customer accounts for water, sewer, solid waste, trash, and other services for which payment is made after the product is consumed or the service has otherwise been provided are covered accounts by virtue of being for household purposes and allowing for multiple payments or transactions; WHEREAS the Federal Trade Commission regulations, adopted as 16 CFR 681.1, require users of consumer credit reports to develop policies and procedures relating to address discrepancies between information provided by a consumer and information provided by a consumer credit company;

WHEREAS Augusta-Richmond County uses or may use consumer credit reports to establish various customer accounts; and

WHEREAS the duly elected governing authority of Augusta-Richmond County is the Mayor and council thereof;

NOW therefore be it ordained that Augusta-Richmond County adopts the following Identity Theft Prevention Program:

The Code of Augusta-Richmond County is hereby amended by adding a Chapter 5 to Title 2 (Finance and Tax). Chapter 5 of Title 2 shall be called "**Chapter 5, THEFT PREVENTION**". Article 1 of Chapter 5 of Title 2 shall be called: "**ARTICLE 1 IDENTITY THEFT PREVENTION PROGRAM.**" Article 2 of Chapter 5 of Title 2 shall read as follows: "**ARTICLE 2 TREATMENT OF ADDRESS DISCREPANCIES.**" The sections of Article 1 shall be as follows:

Sec. 2-5-1. Short Title.

This article shall be known as the Identity Theft Prevention Program.

Sec. 2-5-2. Purpose.

The purpose of this Article is to comply with 16 CFR § 681.2 in order to detect, prevent and mitigate identity theft by identifying and detecting identity theft red flags and by responding to such red flags in a manner that will prevent identity theft.

Sec. 2-5-3. Definitions.

For purposes of this Article, the following definitions apply¹:

(a) "Augusta" means Augusta-Richmond County.

(b) "Covered account" means:

- (i) An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; and

¹ Other than "Augusta" and "personal identifying information", definitions provided in this section are based on the definitions provided in 16 CFR § 681.2.

- (ii) Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.
- (c) "Credit" means the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.
- (d) "Creditor" means any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit and includes utility companies and telecommunications companies.
- (e) "Customer" means a person that has a covered account with a creditor.
- (f) "Identity theft" means a fraud committed or attempted using identifying information of another person without authority.
- (g) "Person" means a natural person, a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.
- (h) "Personal Identifying Information" means a person's credit card account information, debit card information bank account information and drivers' license information and for a natural person includes their social security number, mother's birth name, and date of birth.
- (i) "Red flag" means a pattern, practice, or specific activity that indicates the possible existence of identity theft.
- (j) "Service provider" means a person that provides a service directly to Augusta-Richmond County.

Sec. 2-5-4. Findings.

- (1) Augusta-Richmond County is a creditor pursuant to 16 CFR § 681.2 due to its provision or maintenance of covered accounts for which payment is made in arrears.
- (2) Covered accounts offered to customers for the provision of Augusta-Richmond County services include water, sewer, solid waste, trash, and other services.
- (3) Augusta-Richmond County's previous experience with identity theft related to covered accounts is as follows: There has been an overall increase in such activity.
- (4) The processes of opening a new covered account, restoring an existing covered account, making payments on such accounts, and collecting procedures for overdue accounts have been identified as potential processes in which identity theft could occur.
- (5) Augusta-Richmond County limits access to personal identifying information to those employees responsible for or otherwise involved in opening or restoring covered accounts or accepting payment

for use of covered accounts. Information provided to such employees is, where possible, entered directly into Augusta-Richmond County's computer system and not otherwise recorded.

(6) Augusta-Richmond County determines that there is a risk of identity theft occurring in the following ways:

- a. Use by an applicant of another person's personal identifying information to establish a new covered account;
- b. Use of a previous customer's personal identifying information by another person in an effort to have service restored in the previous customer's name;
- c. Use of another person's credit card, bank account, or other method of payment by a customer to pay such customer's covered account or accounts;
- d. Use by a customer desiring to restore such customer's covered account of another person's credit card, bank account, or other method of payment; and

Sec. 2-5-5. Process of Establishing a Covered Account.

(1) As a precondition to opening a covered account in Augusta-Richmond County, each applicant shall provide Augusta-Richmond County with personal identifying information of the customer: a valid government issued identification card containing a photograph of the customer or, for customers who are not natural persons, a photograph of the customer's agent opening the account. In addition, if requested by an Augusta-Richmond County department, such applicant shall also provide any information necessary for the department providing the service for which the covered account is created to access the applicant's consumer credit report. To the extent possible, such information shall be entered directly into Augusta-Richmond County's computer system and shall not otherwise be recorded.

(2) Each account shall be assigned an account number and personal identification number (PIN) which shall be unique to that account. Augusta-Richmond County may utilize computer software to randomly generate assigned PINs and to encrypt account numbers and PINs.

Sec. 2-5-6. Access to Covered Account Information.

(1) Access to customer accounts shall be password protected and shall be limited to authorized Augusta-Richmond County personnel.

(2) Such password(s) shall be changed by the director of the department providing the service for which the covered account is created, or the Director of Finance or by the director of information technology on a regular basis. Each password shall be at least 8 characters in length and shall contain letters, numbers and symbols.

(3) Any unauthorized access to or other breach of customer accounts is to be reported immediately to the Augusta-Richmond County Director of Finance and the department director responsible for that service and the password should be changed immediately.

(4) Personal identifying information included in customer accounts is considered confidential and any request or demand for such information shall be immediately forwarded to the Director of Finance, the department director responsible for that service and the General Counsel of Augusta-Richmond County.

Sec. 2-5-7. Credit Card Payments.

(1) In the event that credit card payments that are made over the Internet are processed through a third party service provider, such third party service provider shall certify that it has an adequate identity theft prevention program in place that is applicable to such payments.

(2) To the extent possible, all credit card payments made over the telephone or Augusta-Richmond County's website shall be entered directly into the customer's account information in the computer data base.

(3) Account statements and receipts for covered accounts shall include only the last four digits of the credit or debit card or the bank account used for payment of the covered account.

Sec. 2-5-8. Sources and Types of Red Flags.

All employees responsible for or involved in the process of opening a covered account, restoring a covered account or accepting payment for a covered account shall check for red flags as indicators of possible identity theft and such red flags may include:

(1) Alerts from consumer reporting agencies, fraud detection agencies or service providers. Examples of alerts include but are not limited to:

- a. A fraud or active duty alert that is included with a consumer report;
- b. A notice of credit freeze in response to a request for a consumer report;
- c. A notice of address discrepancy provided by a consumer reporting agency;
- d. Indications of a pattern of activity in a consumer report that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
 - i. A recent and significant increase in the volume of inquiries;
 - ii. An unusual number of recently established credit relationships;
 - iii. A material change in the use of credit, especially with respect to recently established credit relationships; or
 - iv. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

(2) Suspicious documents. Examples of suspicious documents include:

- a. Documents provided for identification that appear to be altered or forged;

- b. Identification on which the photograph or physical description is inconsistent with the appearance of the applicant or customer;
- c. Identification on which the information is inconsistent with information provided by the applicant or customer;
- d. Identification on which the information is inconsistent with readily accessible information that is on file with the financial institution or creditor, such as a signature card or a recent check; or
- e. An application that appears to have been altered or forged, or appears to have been destroyed and reassembled.

(3) Suspicious personal identification, such as suspicious address change. Examples of suspicious identifying information include:

- a. Personal identifying information that is inconsistent with external information sources used by the financial institution or creditor. For example:
 - i. The address does not match any address in the consumer report; or
 - ii. The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.
- b. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer, such as a lack of correlation between the SSN range and date of birth.
- c. Personal identifying information or a phone number or address, is associated with known fraudulent applications or activities as indicated by internal or third-party sources used by the financial institution or creditor.
- d. Other information provided, such as fictitious mailing address, mail drop addresses, jail addresses, invalid phone numbers, pager numbers or answering services, is associated with fraudulent activity.
- e. The SSN provided is the same as that submitted by other applicants or customers.
- f. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of applicants or customers.
- g. The applicant or customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
- h. Personal identifying information is not consistent with personal identifying information that is on file with the financial institution or creditor.
- i. The applicant or customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

(4) Unusual use of or suspicious activity relating to a covered account. Examples of suspicious activity include:

- a. Shortly following the notice of a change of address for an account, Augusta-Richmond County receives a request for the addition of authorized users on the account.
- b. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:
 - i. The customer fails to make the first payment or makes an initial payment but no subsequent payments.
- c. An account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:
 - i. Nonpayment when there is no history of late or missed payments;
 - ii. A material change in purchasing or spending patterns;
- d. An account that has been inactive for a long period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
- e. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's account.
- f. Augusta-Richmond County is notified that the customer is not receiving paper account statements.
- g. Augusta-Richmond County is notified of unauthorized charges or transactions in connection with a customer's account.
- h. Augusta-Richmond County is notified by a customer, law enforcement or another person that it has opened a fraudulent account for a person engaged in identity theft.

(5) Notice from customers, law enforcement, victims or other reliable sources regarding possible identity theft or phishing relating to covered accounts.

Sec. 2-5-9. Prevention and Mitigation of Identity Theft.

(1) In the event that any Augusta-Richmond County employee responsible for or involved in restoring an existing covered account or accepting payment for a covered account becomes aware of red flags indicating possible identity theft with respect to existing covered accounts, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in his or her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Director of Finance and the director of the department providing the service at issue. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Director of Finance and the

director of the department providing the service at issue, who should consult regarding the issue and may in their discretion determine that no further action is necessary. If either the Director of Finance or the director of the department providing the service at issue, in his or her discretion, determines that further action is necessary, a Augusta-Richmond County employee shall perform one or more of the following responses, as determined to be appropriate by either the Director of Finance or the director of the department providing the service at issue:

- a. Contact the customer;
- b. Make the following changes to the account if, after contacting the customer, it is apparent that someone other than the customer has accessed the customer's covered account:
 - i. change any account numbers, passwords, security codes, or other security devices that permit access to an account; or
 - ii. close the account;
- c. Cease attempts to collect additional charges from the customer and decline to sell the customer's account to a debt collector in the event that the customer's account has been accessed without authorization and such access has caused additional charges to accrue;
- d. Notify a debt collector within 48 hours of the discovery of likely or probable identity theft relating to a customer account that has been sold to such debt collector in the event that a customer's account has been sold to a debt collector prior to the discovery of the likelihood or probability of identity theft relating to such account;
- e. Notify law enforcement, in the event that someone other than the customer has accessed the customer's account causing additional charges to accrue or accessing personal identifying information; or
- f. Take other appropriate action to prevent or mitigate identity theft.

(2) In the event that any Augusta-Richmond County employee responsible for or involved in opening a new covered account becomes aware of red flags indicating possible identity theft with respect an application for a new account, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in his or her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Director of Finance or the director of the department providing the service at issue. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Director of Finance or the director of the department providing the service at issue, who may in his or her discretion determine that no further action is necessary. If either the Director of Finance or the director of the department providing the service at issue, in his or her discretion, determines that further action is necessary, a Augusta-Richmond County employee shall perform one or more of the following responses, as determined to be appropriate by either the Director of Finance or the director of the department providing the service at issue:

- a. Request additional identifying information from the applicant;

- b. Deny the application for the new account;
- c. Notify law enforcement of possible identity theft; or
- d. Take other appropriate action to prevent or mitigate identity theft.

Sec. 2-5-10. Updating the Program.

Augusta-Richmond County Commission shall annually review and, as deemed necessary by the Commission, update the Identity Theft Prevention Program along with any relevant red flags in order to reflect changes in risks to customers or to the safety and soundness of Augusta-Richmond County and its covered accounts from identity theft. In so doing, Augusta-Richmond County Commission shall consider the following factors and exercise its discretion in amending the program:

- (1) Augusta-Richmond County's experiences with identity theft;
- (2) Updates in methods of identity theft;
- (3) Updates in customary methods used to detect, prevent, and mitigate identity theft;
- (4) Updates in the types of accounts that Augusta-Richmond County offers or maintains; and
- (5) Updates in service provider arrangements.

Sec. 2-5-11. Program Administration.

The Director of Finance is responsible for oversight of the program and for program implementation. The Augusta-Richmond County Administrator is responsible for reviewing reports prepared by staff regarding compliance with red flag requirements and with recommending material changes to the program, as necessary in the opinion of the Augusta-Richmond County Administrator, to address changing identity theft risks and to identify new or discontinued types of covered accounts. Any recommended material changes to the program shall be submitted to Augusta-Richmond County Commission for consideration.

- (1) The Director of Finance will report to the Augusta-Richmond County Administrator at least annually, on compliance with the red flag requirements. The report will address material matters related to the program and evaluate issues such as:
 - a. The effectiveness of the policies and procedures of Augusta-Richmond County in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 - b. Service provider arrangements;
 - c. Significant incidents involving identity theft and management's response; and
 - d. Recommendations for material changes to the Program.

(2) The Director of Finance is responsible for providing training to all employees responsible for or involved in opening a new covered account, restoring an existing covered account or accepting payment for a covered account with respect to the implementation and requirements of the Identity Theft Prevention Program. The Director of Finance shall exercise his or her discretion in determining the amount and substance of training necessary.

Sec. 2-5-12. Outside Service Providers.

In the event that Augusta-Richmond County engages a service provider to perform an activity in connection with one or more covered accounts the Director of Finance shall exercise his or her discretion in reviewing such arrangements in order to ensure, to the best of his or her ability, that the service provider's activities are conducted in accordance with policies and procedures, agreed upon by contract, that are designed to detect any red flags that may arise in the performance of the service provider's activities and take appropriate steps to prevent or mitigate identity theft."

Article 2 to the newly created Chapter 5 of Title II shall read as follows:

ARTICLE 2 TREATMENT OF ADDRESS DISCREPANCIES.

Sec. 2-5-13. Purpose.

Pursuant to 16 CFR § 681.1, the purpose of this Article is to establish a process by which Augusta-Richmond County will be able to form a reasonable belief that a consumer report relates to the consumer about whom it has requested a consumer credit report when Augusta-Richmond County has received a notice of address discrepancy.

Sec. 2-5-14. Definitions.

For purposes of this article, the following definitions apply:

(1) "Notice of address discrepancy" means a notice sent to a user by a consumer reporting agency pursuant to 15 U.S.C. § 1681(c)(h)(1), that informs the user of a substantial difference between the address for the consumer that the user provided to request the consumer report and the address(es) in the agency's file for the consumer.²

(2) "Augusta" means Augusta-Richmond County.

Sec. 2-5-15. Policy.

In the event that Augusta-Richmond County receives a notice of address discrepancy, the Augusta-Richmond County employee responsible for verifying consumer addresses for the purpose of providing the Augusta-Richmond County service or account sought by the consumer shall perform one or more of the following activities, as determined to be appropriate by such employee:

(1) Compare the information in the consumer report with:

² See 16 CFR § 681.1(b).

- a. Information Augusta-Richmond County obtains and uses to verify a consumer's identity in accordance with the requirements of the Customer Information Program rules implementing 31 U.S.C. § 5318(l);
- b. Information Augusta-Richmond County maintains in its own records, such as applications for service, change of address notices, other customer account records or tax records; or
- c. Information Augusta-Richmond County obtains from third-party sources that are deemed reliable by the relevant Augusta-Richmond County employee; or

(2) Verify the information in the consumer report with the consumer.

Sec. 2-5-16. Furnishing Consumer's Address to Consumer Reporting Agency.

(1) In the event that Augusta-Richmond County reasonably confirms that an address provided by a consumer to Augusta-Richmond County is accurate, Augusta-Richmond County is required to provide such address to the consumer reporting agency from which Augusta-Richmond County received a notice of address discrepancy with respect to such consumer. This information is required to be provided to the consumer reporting agency when:

- a. Augusta-Richmond County is able to form a reasonable belief that the consumer report relates to the consumer about whom Augusta-Richmond County requested the report;
- b. Augusta-Richmond County establishes a continuing relation with the consumer; and
- c. Augusta-Richmond County regularly and in the ordinary course of business provides information to the consumer reporting agency from which it received the notice of address discrepancy.

(2) Such information shall be provided to the consumer reporting agency as part of the information regularly provided by Augusta-Richmond County to such agency for the reporting period in which Augusta-Richmond County establishes a relationship with the customer.

Sec. 2-5-17. Methods of Confirming Consumer Addresses.

The Augusta-Richmond County employee charged with confirming consumer addresses may, in his or her discretion, confirm the accuracy of an address through one or more of the following methods:

- (1) Verifying the address with the consumer;
- (2) Reviewing Augusta-Richmond County's records to verify the consumer's address;
- (3) Verifying the address through third party sources; or
- (4) Using other reasonable processes.

The preamble to this ordinance is hereby incorporated into this ordinance as if set out fully herein.

All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

The adoption date of this ordinance is _____, 2008.

The effective date of this ordinance is _____, 2008.

Adopted this ____ day of _____, 2008.

David S. Copenhaver
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission

Seal:

CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Ordinance was duly adopted by the Augusta-Richmond County Commission on _____, 2008 and that such Ordinance have not been modified or rescinded as of the date hereof and the undersigned further certifies that attached hereto is a true copy of the Ordinance which was approved and adopted in the foregoing meeting(s).

Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronicle.

Date: _____



Administrative Services Committee Meeting

11/24/2008 12:45 PM

Request to approve the allocation of supplementary funds to satisfy the Law Department operating budget for FY 2008

Department: Augusta Law Department

Caption: Motion to approve a request to approve the allocation of supplementary funds to satisfy the Law Department operating budget for the remainder of FY 2008.

Background: The budget that was submitted for the Law Department for FY 2008, was severely under-estimated as it was based on a staff of one (1) attorney and two (2) support persons and did not include the present level of staff or considerations of the present functionality of the department. The bulk of the operating budget previously requested was submitted in the form of salary and benefits for the current staff levels, however, the department has grown and is using an increased amount of paper, pens, toner and other day to day supplies. Likewise, the costs of training more staff persons was not computed into the FY 2008 budget and items such as continuing legal education costs and travel have not be adequately accounted for in the current budget. Although, the department is conserving its present resources, and additional budget supplement is necessary to pay bills and get supplies throughout the remainder of FY 2008.

Analysis: Upon review and consultation with the budget analyst for the Department, it has become apparent that funds are presently encumbered in the amount of \$12, 411.89 and approximately \$20,000 will be needed for the Department to continue to pay outstanding bills and to operate for the remainder of FY 2008.

Financial Impact: The request for a budget supplement of \$20,000 for the remainder of FY 2008 should be granted and \$20, 000 will need to be transferred into the Law Department's operating budget.

Alternatives: None. The Law Department has no money to operated and its bill are being returned without payment.

Recommendation: That the Augusta-Richmond County Commission approve the allocation of funds for the remainder of FY 2008, in the amount of \$20,000 for the continued operation of the Augusta Law Department.

Funds are Available in the Following Accounts: General Fund Contingency.101101110/6011110

Cover Memo

Item # 5

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting
11/24/2008 12:45 PM
Resolution Laney Walker/Bethlehem Redevelopment

Department: Housing & Community Development Department

Caption: Motion to adopt the Laney Walker/Bethlehem Redevelopment Plan, authorize partial funds of \$356,000 and authorize City Administrator to begin process of identifying bond resources for project.

Background: On behalf of the City, the Housing and Community Development Department contracted with Asset Property Disposition, Inc. to develop an "Implementation Plan" for Laney Walker and Bethlehem neighborhoods. Public meetings were held during development of the plan in January, March and May 2008 at the Beulah Grove Baptist Church Banquet Hall. The purpose of these meetings was to obtain input from residents and businesses of the neighborhoods. Attendance at these meetings greatly exceeded our expectations. As a result, community participants at the public meetings helped to frame the goals and actions to create the neighborhood revitalization and implementation strategy. Attached are the consultant's recommendations, goals and proposed actions for the implementation of the plan. To implement the plan, funds are required for acquisition, relocation, project management, market analysis and acquisition services. The amount of funds required for the next 90 days is \$356,000, which will be supported by funds generated from the TEE Center hotel/motel tax. We are requesting approval of \$356,000, which is a partial funding for the project. In addition, we are requesting that the City Administrator begin the process of identifying bond resources for implementation of the plan.

Analysis: Adopting the resolution, authorizing the partial funding and giving the City Administrator authorization to seek bond resources will facilitate revitalization in the two neighborhoods.

Financial Impact:

Alternatives: None Recommended

Recommendation: Adopt the Laney Walker/Bethlehem Redevelopment Plans as the City's official guide for the redevelopment of Laney Walker and Bethlehem neighborhoods, authorize partial funding of \$356,000 and authorize the City Administrator to begin the process of identifying bond resources for implementation of this project.

Funds are Available in the Following Augusta Trade, Exhibit and Event Center (TEE) funds (hotel/motel tax).

Cover Memo

Item # 6

Accounts:

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

AUGUSTA-RICHMOND COUNTY, GEORGIA

A RESOLUTION

A RESOLUTION OF THE AUGUSTA-RICHMOND COMMISSION OF AUGUSTA, GEORGIA APPROVING THE LANEY WALKER/BETHLEHEM IMPLEMENTATION ACTION PLAN PREPARED BY ASSET PROPERTY DISPOSITION, INC. WHICH IS THE CITY'S GUIDE FOR REDEVELOPMENT OF LANEY WALKER AND BETHLEHEM NEIGHBORHOODS.

Attachment number 1
Page 1 of 1

WHEREAS, the City's Housing and Community Development Department staff and Asset Property Disposition, Inc. formed a Project Team Committee consisting of neighborhood residents, business owners, institutional leads and public officials which held five (5) planning meetings;

WHEREAS, three (3) public meetings were held in the targeted neighborhoods to educate the community on findings and recommendations and engaged the participants in interactive visioning exercises regarding future development and neighborhood sustainability and to obtain neighborhood resident's input;

WHEREAS, the planning of the Implementation Action Plan is complete and the next step is herein known as the "Implementation Phase" which is identified on the attached Laney Walker/Bethlehem Neighborhood Plan and involves:

- Transitional Planning
- Predevelopment
- Design Team Procurement
- Design and Permitting
- Construction
- Closeout

WHEREAS, funding for this redevelopment is supported by the Augusta Trade, Exhibit and Event Center funds (Hotel/Motel Tax);

WHEREAS, in order to continue movement on the redevelopment requires funding and that the funding for the next 90 days is estimated to be approximately \$356,000 which will be used for Acquisition, Relocation, Project Management, Market Analysis and Acquisition services;

WHEREAS, this partial funding will allow the Consultant to proceed with the Laney Walker/Bethlehem "Implementation Plan";

WHEREAS, authorization is hereby requested to allow the City Administrator to begin the process of identifying bond resources to be used for the implementation;

WHEREAS, within the next 90 days, the City Administrator will return and present the results of his research to the Commission for final approval;

WHEREAS, the goals and accomplishments are summarized on the attached "Goals and Proposed Actions Matrix" and "Implementation Plan";

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Commission of the City of Augusta, hereby adopts the Laney Walker/Bethlehem Redevelopment Plan as its official guide for the redevelopment of these two (2) neighborhoods and authorizes the partial funding of \$356,000 and authorizes the City Administrator to begin the process of identifying bond resources for implementation of this project.

Adopted and approved by the Commission of Augusta-Richmond County, Georgia this ____ day of _____, 2008.

Laney Walker/Bethlehem Redevelopment Project Summary of Accomplishments

Laney Walker/Bethlehem Neighborhood Housing and Economic Development Implementation Plan Overview

- Prepared an Implementation Plan designed to provide specific project area recommendations,
- Created illustrations detailing what the project areas could look like, and
- Outlined actions steps designed to encourage both short term and long-term reinvestment strategies.

Planning Process (Completed)

Public Involvement

- **Project Team Committee** – The Project Team Committee membership was comprised of neighborhood residents, business owners, institutional leaders, and public officials that worked with the consulting team. Five meetings were conducted.
- **Stakeholder Interviews** – A series of interviews were conducted with residents, business owners, realtors, developers, and institutional representatives to help formulate an accurate picture of the existing conditions and issues.
- **Public Meetings** – The centerpiece of the public involvement initiatives included three (3) public meetings designed to capture residents/stakeholders perception of the neighborhoods strength, weaknesses, opportunities, and threats. The public meetings were also used to educate the community on findings and recommendations, and engage the participants in interactive visioning exercises regarding future development and neighborhood sustainability.

Identified Project Development Areas

Detailed site development planning has been prepared for the following area:

- Holley Street
- Laney Walker Blvd.
- Pine Street
- Twiggs Street
- Wrightsboro Rd.

Recommendations

The community participants at the public meetings helped frame the goals and actions to create the neighborhood revitalization and implementation strategy.

Housing and Code Enforcement

- Build new single-family homes for homeownership
- Help existing homeowners fix up their homes
- Help investor-owners repair their properties and keep rents affordable

Economic Development and Job Training

- Create opportunities for small business ownership
- Create opportunities for job training and development

Open Space and Public Spaces

- Increase the amount of passive and active open space in Laney Walker and Bethlehem
- Redesign existing open space in Laney Walker and Bethlehem

Historic and Cultural Resources and Community Capacity Building

- Build historic character into housing development design guidelines
- Build capacity of existing community organizations

Next Steps

Retain Property Acquisition Agent

- Retain the services of a Property Acquisition Agent to acquire key properties within the key Project Development Areas identified in the report.

Updating Housing Marketing Study

- Suggest strategies based on current market conditions, including developing a marketing plan to attract people to the neighborhood.

Provide Home Ownership Training Services

- The initial market of home buyers will be family living in the area, or potential homebuyers with family living in the area, home buyer training will be an important strategy to get initial buyer who can qualify for a mortgage loan.

Retain Project Management Team

- Project management will offer the City of Augusta the opportunity to be advised by professional staff that can guide the process of refining the development phase of the various Project Development Areas, establish project schedules, negotiation and selection contractors, architects, and engineers necessary,

review all agreement with the owner, manage contractors, and work as the owner's agent.

Laney Walker/Bethlehem Redevelopment Summary of Project Management Tasks

Transitional Planning

- Establish project priorities
- Develop overall project schedule
- Develop overall budgets and cash flow
- Develop program reporting system

Predevelopment

- Coordinate with acquisition and marketing consultants
- Assist in securing additional project funding
- Presentation of project plans to stakeholders

Design Team Procurement

- Prepare request for solicitation
- Negotiations with selected firms
- Prepare contract documents for execution
- Review payment applications
- Track program expenses

Design and Permitting

- Review design and construction documents
- Monitor master program development
- Manage design review committee
- Provide value engineering reviews
- Submittals to government authorities
- Establish construction procurement strategies
- Review submitted bids and recommend lowest responsible bid to committee
- Review A/E and contractors application
- Facilitate bid opening procedure

Construction

- Process pay applications
- Issue certification of completions
- Review change order documents
- Review construction schedules
- Continue program budget review and monitoring

Close Out

Augusta Housing and Community Development Department 60 - 90 Day Anticipated Expenses Laney-Walker/Bethlemen Redevelopment Project

Category	60 Day	90 Day	Total
Acquisition	\$ 170,000	\$ 50,000	\$ 220,000
Relocation	35,000	15,000	50,000
Project Mgmt	30,000	30,000	60,000
Market Analysis	-	6,000	6,000
Acquisition Serv.	10,000	10,000	20,000
Total	<u>\$ 245,000</u>	<u>\$ 111,000</u>	<u>\$ 356,000</u>

Figure 13. Goals and Proposed Actions Matrix

Laney Walker/Bethlehem Housing Implementation Strategy		Housing & Code Enforcement	Economic Development & Job Training	Open Space & Public Spaces	Historic/Cultural Resources & Community Capacity Building
GOALS		1. Build new single family homes for homeownership 2. Help existing homeowners fix up their home 3. Provide affordable rental options for residents	1. Create opportunities for small business ownerships 2. Create opportunities for job training and development	1. Increase amount of passive and active open space in the Piverview neighborhood 2. Redesign existing open space	1. Build the historic character into housing development guidelines 2. Build capacity of existing community organizations
	PROPOSED ACTION	Build new SIF homes for homeownership 1. Prioritize detached single family and some duplexes 2. Use wood frame construction & build new homes close to the street 3. Build homes off-grade and consider raised construction to prevent flooding 4. Build new home that are affordable 5. Consider building homes to attract mixed incomes Help Existing Homeowners fix up their home 1. Promote use of existing City program to assist homeowner 2. Prioritize homeowner assistance as part of housing strategy. 3. Use volunteer to help with home repair program 4. Establish maintenance program for the elderly 5. Grant assistance to correct code violations for elderly 6. Help senior citizens transition from homes they cannot maintain Help lower owner repairs their properties and keep rents affordable 1. Promote systematic code enforcement 2. Encourage homeownership training among renters 3. Encourage owner occupied duplex 4. Design compatible architecture for new multi-family dwellings	Create opportunities for small business ownership 1. Open dry cleaners, Grocery, pharmacy, restaurants, and non office 2. Establish Arts Center or former Market 3. Establish funding sources to help start & maintain existing small businesses Create opportunities for job training and development 1. Link job training opportunities to construction trades used in home building 2. Build an existing City and community job training programs 3. Create a church outreach program to assist unemployed and under-employed residents Maintain and promote existing retail 1. Establish Laney Walker Blvd. as Mixed Use corridors	Increase amount of passive and active open space in the Laney Walker and Bethlehem Neighborhood 1. Establish Adopt-A-Lot program 2. Use abandoned lots for passive open space 3. Designate gateway locations into the neighborhood 4. Create a cultural center or gymnasium for recreation and programs for residents Redesign existing open space in Piverview 1. Re-design existing open space to support & promote organized youth sports teams 2. Insure public open space works promotes community interaction (active and passive) 3. Promote Senior Citizens wellness activities as part of open space re-design 4. Incorporate arts, performance, etc. into redesign of public space	Build historic character into housing development guidelines 1. Reinforce historic architectural styles 2. Incorporate patches into new homes 3. Incorporate exterior trim features into new home designs 4. Use historic architecture design feature in new construction 5. Initiate efforts the renovation of heritage sites Build capacity of existing community organizations 1. Organize neighborhood crime watch to reduce crime rate 2. Use police public relations to address both perception and reality of neighborhood crime rate 3. Identify gifts and talents of resident stakeholders 4. Identify community assets 5. Determine things that residents can do to improve their neighborhood 6. Map neighborhood assets a. Individuals b. Associations c. Institutional d. Physical Space e. Neighborhood Economy