ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, November 28, 2023
1:10 PM

ADMINISTRATIVE SERVICES

1. Motion to Approve Recommendation of Award for RFP 23-278 Ancillary Benefits. After a thorough evaluation process, the evaluation committee recommends the following awards:

   Dental Award: Delta Dental

   Life, Accidental Death Dismemberment, and Long-Term Disability Award: The Standard

   Flexible Spending Account Award: Anthem

2. Motion to approve HCD's request of recommendation of award for the RFQ Item #23-188 in compliance and direction of the Augusta Procurement Department.

3. Request the approval of the following annual bid items, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 23-004 Plant Instrumentation, 24-025 Inmate Clothing, 24-029: Uniforms and Accessories, 24-134: Molle Pouches and 24-136: Ballistic Vest

4. Motion to approve HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD’s federally funded programs for calendar year 2024.

5. Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2024.

6. Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to McKie Hayes Enterprise, LLC in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.

7. Motion to approve the purchase of two Mini Excavators from Vermeer Southern Sales for the Utilities Department - Construction & Maintenance Division at a total cost of $140,578. (Bid 23-194)

8. Motion to approve Housing and Community Development Department's (HCD's) request to enter into a MOU with TDJM, TDJREV, and TDJF, for potential development of a healthy food establishment in Laney Walker/Bethlehem.

9. Motion to approve amendment to lease agreement between Augusta, GA and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, GA.

10. Approve proposed priorities for FY24 State Legislative Session.

11. Motion to approve the award of Misdemeanor Probation Supervision Services to CSRA Probations Services for three (3) years with the option to extend for 2 additional one year terms. (RFP 24-180).

12. Motion to approve the minutes of the Administrative Services Committee held on November 14, 2023.

Administrative Services Committee Meeting

Meeting Date: November 28, 2023

Department: Human Resources Department – RFP 23-278 Ancillary Benefits

Presenter: Anita Rookard

Caption: Motion to Approve Recommendation of Award for RFP 23-278 Ancillary Benefits. After a thorough evaluation process, the evaluation committee recommends the following awards:

Dental Award: Delta Dental

Life, Accidental Death Dismemberment, and Long-Term Disability Award: The Standard

Flexible Spending Account Award: Anthem

Background: Current Ancillary Benefits contracts are set to expire on December 31, 2023. In anticipation of this expiration, Human Resources, in collaboration with the Procurement Department, has diligently undertaken the responsibility of ensuring a seamless transition for our organization and its employees.

To this end, a comprehensive Request for Proposal (RFP) has been submitted for the provision of Ancillary Benefits, encompassing services such as Dental, Life, Accidental Death and Dismemberment, Long-Term Disability, and Flexible Spending Accounts. This strategic initiative is aimed at not only maintaining but enhancing the level of support and coverage available to our valued employees. These benefits will be available beginning January 2024, if approved.

The RFP process was meticulously designed to solicit proposals from qualified and reputable providers in the market. The evaluation criteria encompassed various parameters, including cost-effectiveness, coverage comprehensiveness, provider network strength, and overall alignment with our organizational objectives. We are confident that this thorough approach will lead to the selection of providers who are best suited to meet the diverse needs of our workforce.

Analysis: RFP submittals were received and evaluated. For Dental, a total of seven (7) vendor responded. Delta Dental was the vendor who received the highest score. The Standard was the sole vendor who submitted to supply the services for Life, Accidental Death Dismemberment and Long-Term Disability. For the services of Flexible Spending Account, three (3) vendors responded with Anthem receiving the highest score. The recommendation of award is to award RFP 23-278 to Delta Dental, The Standard and Anthem for their respective areas.

Financial Impact: None

Alternatives: Deny - The decision to deny coverage will leave the city without coverage

Recommendation: Recommend Approval.

Funds are available in the following accounts: Funds are budgeted in 2024 benefits for all departments.

REVIEWED AND APPROVED BY: N/A

Administrative Services Committee Meeting

Meeting Date: November 28, 2023

Department: Human Resources Department – RFP 23-278 Ancillary Benefits

Presenter: Anita Rookard

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Financial Impact: None

Alternatives: Deny - The decision to deny coverage will leave the city without coverage

Recommendation: Recommend Approval.

Funds are available in the following accounts: Funds are budgeted in 2024 benefits for all departments.

REVIEWED AND APPROVED BY: N/A

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, August 8, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 851 7277 4684; Passcode: 321233** for furnishing

RFP Item # 23-278 **Ancillary Benefits for Dental, Life/AD&D, Disability, and Flexible Spending Account Insurance for Augusta, GA – Human Resources Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, July 24, 2023 @ 10:00 a.m. via ZOOM – Meeting ID: 843 2277 7045; Passcode: 160093.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 25, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications*.** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition 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 proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	June 29, 2023 and July 6, 13, 20, 2023
Metro Courier	June 29, 2023

Revised: 3/22/21

RFP Item # 23-278 Ancillary Benefits for Dental, Life/AD&D and Disability, and Flexible Spending Account Insurance for Augusta, GA – Human Resources Department
RFP Due: Wednesday, August 23, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 50
Total Number Specifications Download (Demandstar): 76
Total Electronic Notifications (Demandstar): 13
Georgia Procurement Registry:
Total packages submitted: 8
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendums 1-2	E-Verify #	Save Form	Original	9 Copies	Fee Proposal
Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Yes	Yes	3645381	Yes	Yes	Yes	Yes
Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Yes	Yes	1306931	Yes	Yes	Yes	Yes
Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Yes	Yes	1271634	Yes	Yes	Yes	Yes
Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Yes	Yes	524074	Yes	Yes	Yes	Yes
Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	Yes	Yes	40635	Yes	Yes	Yes	Yes
United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Yes	Yes	1119001	Yes	Yes	Yes	Yes
Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Yes	Yes	37851	Yes	Yes	Yes	Yes
Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704	No Non Compliant	No Non Compliant	No Non Compliant	Yes	Yes	Yes	Yes

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Rating (Scale 0 (Low) to 5 (High))							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			Dental							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	5.0	4.7	5.0	4.3	5.0	5.0	4.3	Non-Compliant
	10	Matched benefit plan designs	4.7	5.0	5.0	5.0	5.0	4.3	4.0	
	5	Creative/Innovative Solutions	4.4	2.7	3.2	2.7	3.5	3.7	4.3	
Points	25		14.1	12.3	13.2	12.0	13.5	13.0	12.7	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	4.3	4.0	4.0	4.0	4.3	4.0	4.0	
	4	Claim processing service	3.7	4.3	4.3	0.7	4.3	4.3	1.0	
	4	Claim processing timeliness	4.3	4.3	4.3	0.7	4.0	4.0	3.3	
	4	Administration Processes	4.0	3.7	4.3	3.3	4.0	3.3	3.3	
	4	Service/performance guarantees	4.7	4.0	4.3	2.7	4.3	3.7	1.0	
	8	Account Management – Staff Level/Experience	4.3	5.0	5.0	2.7	5.0	4.7	3.7	
	8	Employee/Member Services	5.0	5.0	5.0	3.3	5.0	4.0	3.7	
	5	Administration Resources	4.7	3.3	4.3	2.3	4.3	4.3	2.7	
	5	Technological Capabilities	4.7	4.7	5.0	3.3	4.3	3.7	3.3	
	4	Communication materials	4.3	4.3	4.0	2.3	4.0	3.3	3.3	
Points	50		44.0	42.7	44.7	25.3	43.7	39.3	29.3	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	5.0	4.7	5.0	2.3	5.3	5.0	4.0	
	5	Financial/Administrative Stability	4.3	3.7	4.0	3.3	4.7	3.7	3.7	
	3	RFP Quality/Completeness	3.7	3.7	3.7	2.3	3.7	3.7	2.7	
	4	Character, Reputation, References	3.0	3.7	3.7	2.3	4.0	4.3	1.0	
	5	Overall Value Proposition	4.0	3.7	4.7	2.7	4.3	3.7	2.7	
Points	25		20.0	19.3	21.0	13.0	22.0	20.3	14.0	
Total Phase 1	100		78.1	74.3	78.8	50.3	79.2	72.7	56.0	
Phase 2 (45%) **(Must have a minimumminimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)								
	5	Q&A Response to Panel Questions (Optional)								
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
	10	a. Lowest Cost/Fee – 10			5					
	6	b. Second 6						5		
	4	c. Third 4	5							
	2	d. Fourth 2					5			
	1	a. Fifth 1		5						
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	5.0	5.0	5.0	0.0	5.0	5.0	0.0	
Total Phase 1 and 2	125	The cumulative evaluation scores will be calculated utilizing the following percentage.	83.1	79.3	83.8	50.3	84.2	77.7	56.0	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Weighted Scores							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			Dental							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	50.0	46.7	50.0	43.3	50.0	50.0	43.3	Non-Compliant
	10	Matched benefit plan designs	46.7	50.0	50.0	50.0	50.0	43.3	40.0	
	5	Creative/Innovative Solutions	22.1	13.3	15.8	13.3	17.5	18.3	21.7	
Points	25		118.8	110.0	115.8	106.7	117.5	111.7	105.0	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	17.3	16.0	16.0	16.0	17.3	16.0	16.0	
	4	Claim processing service	14.7	17.3	17.3	2.7	17.3	17.3	4.0	
	4	Claim processing timeliness	17.3	17.3	17.3	2.7	16.0	16.0	13.3	
	4	Administration Processes	16.0	14.7	17.3	13.3	16.0	13.3	13.3	
	4	Service/performance guarantees	18.7	16.0	17.3	10.7	17.3	14.7	4.0	
	8	Account Management – Staff Level/Experience	34.7	40.0	40.0	21.3	40.0	37.3	29.3	
	8	Employee/Member Services	40.0	40.0	40.0	26.7	40.0	32.0	29.3	
	5	Administration Resources	23.3	16.7	21.7	11.7	21.7	21.7	13.3	
	5	Technological Capabilities	23.3	23.3	25.0	16.7	21.7	18.3	16.7	
	4	Communication materials	17.3	17.3	16.0	9.3	16.0	13.3	13.3	
Points	50		222.7	218.7	228.0	131.0	223.3	200.0	152.7	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	40.0	37.3	40.0	18.7	42.7	40.0	32.0	
	5	Financial/Administrative Stability	21.7	18.3	20.0	16.7	23.3	18.3	18.3	
	3	RFP Quality/Completeness	11.0	11.0	11.0	7.0	11.0	11.0	8.0	
	4	Character, Reputation, References	12.0	14.7	14.7	9.3	16.0	17.3	4.0	
	5	Overall Value Proposition	20.0	18.3	23.3	13.3	21.7	18.3	13.3	
Points	25		104.7	99.7	109.0	65.0	114.7	105.0	75.7	
Total Phase 1	100		446.1	428.3	452.8	302.7	455.5	416.7	333.3	
Phase 2 (45%) **(Must have a minimum a minimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)	0	0	0	0	0	0	0	
	5	Q&A Response to Panel Questions (Optional)	0	0	0	0	0	0	0	
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
		a. Lowest Cost/Fee – 10	0	0	50	0	0	0	0	
		b. Second 6	0	0	0	0	0	30	0	
		c. Third 4	20	0	0	0	0	0	0	
		d. Fourth 2	0	0	0	0	10	0	0	
		a. Fifth 1	0	5	0	0	0	0	0	
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	20.0	5.0	50.0	0.0	10.0	30.0	0.0	
Total Phase 1 and 2		The cumulative evaluation scores will be calculated utilizing the following percentage. Phase 1 is 55% and Phase 2 is 45% = Total possible score 331.25	254.3	237.8	271.6	166.5	255.0	242.7	183.3	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:___Nancy Williams_____
Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Rating (Scale 0 (Low) to 5 (High))							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			LIFE, AD&D, AND LONG TERM DISABILITY							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	4.3	Non-Compliant
	10	Matched benefit plan designs							4.3	
	5	Creative/Innovative Solutions							4.7	
Points	25								13.3	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities							4.0	
	4	Claim processing service							4.0	
	4	Claim processing timeliness							4.0	
	4	Administration Processes							4.0	
	4	Service/performance guarantees							4.0	
	8	Account Management – Staff Level/Experience							5.7	
	8	Employee/Member Services							5.7	
	5	Administration Resources							4.3	
	5	Technological Capabilities							4.7	
	4	Communication materials							4.0	
Points	50								44.3	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services							4.3	
	5	Financial/Administrative Stability							4.3	
	3	RFP Quality/Completeness							3.3	
	4	Character, Reputation, References							4.0	
	5	Overall Value Proposition							4.3	
Points	25								20.3	
Total Phase 1	100								78.0	
Phase 2 (45%) **(Must have a minimumminimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	**Presentation by Team (Optional)**								
	5	**Q&A Response to Panel Questions (Optional)**								
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
	10	a. Lowest Cost/Fee – 10							5	
	6	b. Second 6								
	4	c. Third 4								
	2	d. Fourth 2								
	1	a. Fifth 1								
Total Phase 2	25	**Cumulative Total (Total Possible Score 125)**							5	
Total Phase 1 and 2	125	**The cumulative evaluation scores will be calculated utilizing the following percentage.**							83	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

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			LIFE, AD&D, AND LONG TERM DISABILITY							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	Did Not Respond	43.3	Non-Compliant
	10	Matched benefit plan designs							43.3	
	5	Creative/Innovative Solutions							23.3	
Points	25								110.0	
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities							16.0	
	4	Claim processing service							16.0	
	4	Claim processing timeliness							16.0	
	4	Administration Processes							16.0	
	4	Service/performance guarantees							16.0	
	8	Account Management – Staff Level/Experience							45.3	
	8	Employee/Member Services							45.3	
	5	Administration Resources							21.7	
	5	Technological Capabilities							23.3	
	4	Communication materials							16.0	
Points	50								231.7	
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services							34.7	
	5	Financial/Administrative Stability							21.7	
	3	RFP Quality/Completeness							10.0	
	4	Character, Reputation, References							16.0	
	5	Overall Value Proposition							21.7	
Points	25								104.0	
Total Phase 1	100								445.7	
Phase 2 (45%) **(Must have a minimum a minimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	**Presentation by Team (Optional)**							0	
	5	**Q&A Response to Panel Questions (Optional)**							0	
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
		a. Lowest Cost/Fee – 10							50	
		b. Second 6							0	
		c. Third 4							0	
		d. Fourth 2							0	
		a. Fifth 1							0	
Total Phase 2	25	**Cumulative Total (Total Possible Score 125)**							50	
Total Phase 1 and 2		**The cumulative evaluation scores will be calculated utilizing the following percentage. Phase 1 is 55% and Phase 2 is 45% = Total possible score 331.25**							267.6	

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Rating (Scale 0 (Low) to 5 (High))							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			FLEXIBLE SPENDING ACCOUNT							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	5.0	Did Not Respond	Did Not Respond	4.7	4.7	Did Not Respond	Did Not Respond	Non-Compliant
	10	Matched benefit plan designs	5.0			4.7	4.7			
	5	Creative/Innovative Solutions	5.0			4.3	4.0			
Points	25		15.0			13.7	13.3			
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	4.1			4.0	4.0			
	4	Claim processing service	4.3			4.0	3.7			
	4	Claim processing timeliness	2.7			2.3	2.3			
	4	Administration Processes	4.0			3.9	3.7			
	4	Service/performance guarantees	2.3			1.3	1.3			
	8	Account Management – Staff Level/Experience	5.0			4.3	3.7			
	8	Employee/Member Services	4.3			4.7	4.0			
	5	Administration Resources	4.3			3.7	4.0			
	5	Technological Capabilities	4.7			3.7	3.7			
	4	Communication materials	2.7			2.0	2.0			
Points	50		38.4			33.9	32.3			
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	4.7			4.7	3.7			
	5	Financial/Administrative Stability	4.3			4.0	3.7			
	3	RFP Quality/Completeness	3.3			3.3	3.0			
	4	Character, Reputation, References	2.7			3.3	2.3			
	5	Overall Value Proposition	4.7			4.0	3.7			
Points	25		19.7			19.3	16.3			
Total Phase 1	100		73.1			66.9	62.0			
Phase 2 (45%) **(Must have a minimumminimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)								
	5	Q&A Response to Panel Questions (Optional)								
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
	10	a. Lowest Cost/Fee – 10								
	6	b. Second 6								
	4	c. Third 4								
	2	d. Fourth 2								
	1	a. Fifth 1								
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	0			0	0			
Total Phase 1 and 2	125	The cumulative evaluation scores will be calculated utilizing the following percentage.	73.1			66.9	62.0			

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 9/25/23

RFP 23-278 Ancillary Benefits for Dental, Life/AD&D and Long Term Disability, and Flexible Spending Account Insurance Services – Evaluation Sheet
Stage 1 (55%)(Must have a raw score of 100 or higher and weighted score of 400 or higher to be considered further)

Factor	Points	General Description	Weighted Scores							
			Anthem Blue Cross and Blue Shield 740 W. Peachtree Street NW Atlanta, GA 30308	Humana Insurance Company 1100 Employers Boulevard De Pere, Wisconsin 54115	Delta Dental Insurance Company 1130 Sanctuary Parkway Alpharetta, GA 30009	Aflac Benefit Solutions 421 W. Boy Scout Blvd., Suite 295 Tampa, FL 33607	Metropolitan Life Insurance Company/ Met Life Consumer Services, Inc. 200 Park AvenueYork, NY 10166	United Concordia Ins. Company 1800 Center Street, Suite 2B 220 Camp Hill, PA 17011	Standard Insurance Company 1100 SW 6th Avenue Portland, OR 97204	Total Administrative Service (TASC) 2302 International Lane Madison, WI 53704
			FLEXIBLE SPENDING ACCOUNT							
PROGRAM DESIGN	10	Ability to meet all RFP requirements	50.0	Did Not Respond	Did Not Respond	46.7	46.7	Did Not Respond	Did Not Respond	Non-Compliant
	10	Matched benefit plan designs	50.0			46.7	46.7			
	5	Creative/Innovative Solutions	25.0			21.7	20.0			
Points	25		125.0			115.0	113.3			
PLAN ADMINISTRATION AND SERVICES	4	Reporting capabilities	16.3			16.0	16.0			
	4	Claim processing service	17.3			16.0	14.7			
	4	Claim processing timeliness	10.7			9.3	9.3			
	4	Administration Processes	16.0			15.7	14.7			
	4	Service/performance guarantees	9.3			5.3	5.3			
	8	Account Management – Staff Level/Experience	40.0			34.7	29.3			
	8	Employee/Member Services	34.7			37.3	32.0			
	5	Administration Resources	21.7			18.3	20.0			
	5	Technological Capabilities	23.3			18.3	18.3			
	4	Communication materials	10.7			8.0	8.0			
Points	50		200.0			179.0	167.7			
PROSPECTIVE CONTRACTOR'S CREDENTIALS AND RESPONSIVENESS	8	Experience related to performance of requested services	37.3			37.3	29.3			
	5	Financial/Administrative Stability	21.7			20.0	18.3			
	3	RFP Quality/Completeness	10.0			10.0	9.0			
	4	Character, Reputation, References	10.7			13.3	9.3			
	5	Overall Value Proposition	23.3			20.0	18.3			
Points	25		103.0			100.7	84.3			
Total Phase 1	100		428.0			394.7	365.3			
Phase 2 (45%) **(Must have a minimum a minimum weighted score of 400 in Stage 1 to be considered in Stage 2)** **(Interview Evaluation Criteria (Optional) Presentation and Q&A Response)**										
Interview Evaluation and Fees	10	Presentation by Team (Optional)	0			0	0			
	5	Q&A Response to Panel Questions (Optional)	0			0	0			
		Lowest Cost/Fee/ Projected Savings. Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP								
		a. Lowest Cost/Fee – 10	0			0	0			
		b. Second 6	0			0	0			
		c. Third 4	0			0	0			
		d. Fourth 2	0			0	0			
		a. Fifth 1	0			0	0			
Total Phase 2	25	Cumulative Total (Total Possible Score 125)	0			0	0			
Total Phase 1 and 2		The cumulative evaluation scores will be calculated utilizing the following percentage. Phase 1 is 55% and Phase 2 is 45% = Total possible score 331.25	235.4			217.1	200.9			

Evaluator: Cumulative Date: 9/25/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 9/25/23

HUMAN RESOURCES DEPARTMENT

Anita Rookard
Human Resources Director

September 27, 2023

Director of Procurement
Mrs. Geri Sams

It is the recommendation of the Human Resources department that we begin negotiations for RFP Item #23-278 Ancillary Benefits for Dental, Life/AD&D, Long Term Disability and Flexible Spending Account Insurance with the following, Delta Dental, Anthem for Flexible Spending and Standard for Life/AD&D, Long Term Disability.

Please move forward with the next phase of the procurement process.

Respectfully,
Anita Rookard
Director of Human Resources

Augusta-Richmond County
Municipal Building
Human Resources Department
535 Telfair Street, Suite 400
Augusta, Georgia 30901
Office (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

AETNA INC.
2000 RIVEREDGE PKWY.
ATLANTA, GA 30328

STANDARD INSURANCE COMPANY
900 SW 5TH AVENUE
PORTLAND, OR 97204

ATTN: MARY BEACHUM
IPG/METLIFE
DELTA DENTAL/AMERITAS
P. O. BOX 15514
AUGUSTA, GA 30919

UNITED HEALTH CARE
3720 DAVINCI COURT, SUITE 300
NORCROSS, GA 30092-2670

METROPOLITAN LIFE INSURANCE COMPANY
1200 ABERNATHY ROAD, NE
BUILDING 600, SUITE 1400,
ATLANTA, GA 30328

ALLIED SOLUTION ENTERPRISE
ATTN: JASON COLLIER
300 VETERANS WAY
CARMEL, IN 46032

CIGNA
900 COTTAGE GROVE ROAD
BLOOMFIELD, CT 06002

CIGNA HEALTH & LIFE INSURANCE COMPANY
900 COTTAGE GROVE ROAD
BLOOMFIELD, CT 06002

UNITED HEALTHCARE
306 EAST JACKSON STREET
TAMPA, FL 33602

SDC CONSULTING, INC.
ATTN: ULYSSES G. FORD
188 GLENEAGLES CIRCLE
MACON, GA 31210-243

DELTA DENTAL INSURANCE
258 SOUTHHALL LANE
MAITLAND, FL 32751

ATTN: MIKE OTIS
ING
5780 POWERSFERRY RD, NW P 4
ATLANTA, GA 30327

ATTN: SHARI ANDERS
MERITAIN HEALTH
11330 BROOKHOLLOW TRAIL
ALPHARETTA, GA 30022

METLIFE
177 S COMMONS DR
AURORA, IL 60504

EPIC
ATTN: JAMES FORD
2405 SATELLITE BLVD, SUITE 200
DULUTH, FA 30096

UNITED CONDORDIA
1800 CENTER STREET, STE. 2B 220
CAMP HILL, PA 17110

PMA INSURANCE GROUP
1100 ABERNATHY RD. NE #650
ATLANTA GA 30328

ATTN: JAMES WALSH
DENTAL POWER
205 LLOYD STREET, SUITE #101
CARRBORO, NC 27510

AMERITAS GROUP
4227 PLEASANT HILL ROAD # 11200
DULUTH, GA 30096

J. SMITH LANIER & COMPANY
ATTN: PHIL HARRISON, JR.
P. O. BOX 211110
AUGUSTA, GA 30917

ATTN: JENNIFER SHIELDS
HEALTHSCOPE BENEFITS
27 CORPORATE HILL DR
LITTLE ROCK, AR 72205

BLUE CROSS BLUE SHIELD
210 PEACHTREE STREET
ATLANTA, GA 30326

ATTN: VARONIA WALKER
FRINGE BENEFITS MGMT CO
3101 SESSIONS ROAD
TALLAHASSEE, FL 32303

ATTN: JAN BREWER
PARAGON BENEFITS
6065 BUSINESS PARK DRIVE
COLUMBUS, GA 31909

ATTN: EMPLOYEE BENEFITS
STANDARD HEALTH INSURANCE
236 WASHINGTON STREET SW
ATLANTA, GA 30334

DELTA DENTAL
1130 SANCTUARY PARKWAY # 600
ALPHARETTA, GA 30009

ATTN: MELISSA KERNS
METLIFE
1200 ABERNATHY ROAD NE, STE 1400
ATLANTA, GA 30328

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUG. 8, 2023 @ 11 A.M.

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUGUST 8, 2023 @ 11 A.M.

HUMANA, INC.
500 W. MAIN STREET
LOUISVILLE, KY 40202

WEALTH PRESERVATION GROUP, LLC
1050 CROWN POINTE PKWY #1800
ATLANTA, GA 30338

AETNA INC
151 FARMINGTON AVENUE
HARTFORD, CT 06156

MEDICAL MUTAL
100 AMERICAN ROAD
BROOKLYN, OH 44144

ALLSTATE
ATTN. JAMES O'NEAL
3238 PEACH ORCHARD RD
AUGUSTA, GA 30906

JV GREENE & ASSOCIATES
ATTN: JOHN GREENE
290 E. SMOKETREE
ALPHARETTA, GA 30005

CLAIMS EVAL
ATTN: ADAM RICHARDSON
6905 MYSTERY CREEK LANE
GRANITE, CA 95746

COVENTRY HEALTH INSURANCE
382 NE 191ST STREET
MIAMI, FL 33179

GARY INSURANCE & TAX INC.
5675 JIMMY CARTER BLVD. SUITE 597
NORCROSS, GA 30071

HUMANA
ATTN: AMANDA FREE
100 MANSELL COURT EAST, SUITE 400
ROSWELL, GA 30076

HB ACTURIAL SERVICES INC
ATTN: HAYDEN BURRUS
10 NORTHEAST 6TH ST STE 200
DELRAY BEACH FL 33444

METLIFE
ATTN: CULBY HINSON
1200 ABERNATHY ROAD, SUITE 1400
ATLANTA, GA 30328

USI
7 EAST CONGRESS STREET, SUITE 1002
SAVANNAH, GA 31401

WELLS FARGO INSURANCE SERVICES
100 SUMMIT LAKE DRIVE, SUITE 400
VALHALIA, NY 10595

RESURGENS RISK MANAGEMENT, INC.
1201 PEACHTREE ST., NE SUITE #1730
ATLANTA, GA 30361

ANTHEM INC.
ATN. RONALD KJAR
740 WEST PEACHTREE STREET NW
ATLANTA, GA 30308

LARGE GROUP SALES EXECUTIVE EMPLOYER GROUP
ATTN. MICHAEL WILLIS SR.
100 MANSELL CT. EAST SUITE 400
ROSWELL, GA 30076

GROUP INSURANCE ASSOCIATES
ATTN: JONATHAN LARSSON
756 POPLAR STREET
MACON, GA 31201

AETNA INC.
ATTN: GOVERNMENT SALES
151 FARMINGTON AVENUE
HARTFORD, CT 06156

PARAGON BENEFITS, INC.
ATTN: JANE D. PRITTS
P. O. BOX 12288
6065 BUSINESS PARK DRIVE
COLUMBUS, GA 31917

MARK III BROKERAGE
ATTN: DAVID BROWDER
211 GREENWICH ROAD
CHARLOTTE, NC 28211

UNITED HEALTH CARE
2100 RIVEREDGE PKWY, SUITE 400
SANDY SPRINGS, GA 30282

DEARBORN NATIONAL
ATTN: PAMELA J. DAVIS
1001 EAST LOOKOUT DRIVE
RICHARDSON, TX 75082

FRINGE BENEFITS MGT COMPANY
ATTN: VARONIA WALKER
3101 SESSIONS ROAD
TALLAHASSEE, FL 32303

POYTHRESS & ASSOCIATES
ATTN: RICHARD POYTHRESS
2918 PROFESSIONAL PARKWAY
AUGUSTA, GA 30907

ANITA ROOKARD
HUMAN RESOURCES DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUGUST 8, 2023 @ 11 A.M.

RFP 23-278 ANCILLARY BENEFITS – DENTAL, LIFE/AD&D/LTD, AND FSA FOR HUMAN RESOURCES
RFP DUE: TUE., AUGUST 8, 2023 @ 11 A.M.

BIDDERS LIST

BID ITEM # 23-278 COST $_____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Maisa Benjamin Sales Support Professional Southeast Region	3401 SW 160th Ave. Suite 200 Miramar, FL 33027	07-05-2023	"	AS	AS
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

GEORGIA PROCUREMENT REGISTRY

State Purchasing Bid Posting System

CREATE EMAIL MESSAGE

RETURN TO MENU

The following is a list of vendors contacted about bid number: **23-278**

Company Name Date Sent	Email Address Name	MINORITY	ETHNIC
COMMUNICATIVE CONSULTANTS OF ATLANTA 2023-06-29	kellie@aurorastrategies.com 0000211652, 0000211652	N	NOM
RESURGENS RISK MANAGEMENT 2023-06-29	CWILLIAMS@RRMGT.COM WILLIAMS, CYNTHIA	Y	AFA
RESURGENS RISK MANAGEMENT 2023-06-29	efudge@rrmgt.com EFUDGE, EFUDGE		
RESURGENS RISK MANAGEMENT 2023-06-29	jwarman@rrmgt.com Warman, Jay		
RESURGENS RISK MANAGEMENT 2023-06-29	rwright@rrmgt.com RWRIGHT9, RWRIGHT9		
RESURGENS RISK MANAGEMENT 2023-06-29	sjagan@rrmgt.com SJAGAN, SJAGAN		
RESURGENS RISK MANAGEMENT 2023-06-29	wburks@rrmgt.com WBURKS, WBURKS		
TROUTMAN PEPPER HAMILTON SANDERS LLP 2023-06-29	Marisol.Ramos@troutman.com TROUTMAN2020, TROUTMAN2020	N	NOM
TROUTMAN PEPPER HAMILTON SANDERS LLP 2023-06-29	christopher.baxter@troutman.com TSS, TSS		
The Agency of North Georgia 2023-06-29	jeff@afmax.agency Grabiak, Jeff	N	NOM

ETHNIC GROUP	COUNT
African American	1
Asian American	0
Native American	0
Hispanic/Latino	0
Pacific Island/American	0

Non Minority	
Not Classified	0
Total Number of Vendors	4
Total Number of Contacts	10

PR_bid_email_list

Planholders

Add Supplier | Export To Excel

Supplier (13)

Supplier	Download Date
442 Strategic Services LLC	07/30/2023
AETNA	07/03/2023
AmeriFlex, Inc.	08/02/2023
Dodge Data	06/30/2023
DWE insurance group	07/15/2023
Humana, Inc.	06/30/2023
Mark III Brokerage Inc.	08/11/2023
Mark III Employee Benefits	06/30/2023
McGriff Insurance Services	06/29/2023
MetLife	07/06/2023
Minnesota Life Insurance	06/30/2023
Onvia, Inc. - Content Department	06/29/2023
Solstice Benefits, Inc.	07/03/2023

Add Supplier

Supplier Details

Supplier Name	442 Strategic Services LLC
Contact Name	Josh Cherry
Address	2551 Limestone PKWY 1002, Gainesville, GA 30501
Email	infohub@442services.com
Phone Number	706-968-3824

Documents

Filename	Type	Action
23-278_RFP	Bid Document / Specifications	View History
23-278_ADD1	Addendum	View History
23-278-ADD2	Addendum	View History
23-278_ADD DOC 2	Miscellaneous	View History

Delta Dental Insurance Company
1130 Sanctuary Parkway
Alpharetta, GA 30009
(770) 641-5100
(888) 858-5252

Delta Dental PPO℠ Group Dental Insurance Contract

[Group's Name], ("Contractholder") has applied for a group dental insurance Contract with Delta Dental Insurance Company ("Delta Dental"). [This Contract supersedes and replaces the previous dental contract issued by Delta Dental.] The following terms will apply:

[[Group's Name] _____, ("Contractholder") has applied for a group dental insurance Contract with Delta Dental Insurance Company. The Contract is underwritten by Delta Dental Insurance Company and administered by [insert name of Third Party Administrator]. [This Contract supersedes and replaces the previous dental contract issued by Delta Dental.] The following terms will apply:]]

I. Contractholder will pay Delta Dental the monthly Premium stated in this Contract.

II. [Delta Dental has accepted the application submitted and signed by the Contractholder.] When the Contractholder pays the first month's Premium, the term of this Contract will begin at 12:01 a.m. Standard Time, on the Effective Date listed in Attachment C, Group Variables (Attachment C). The term of this Contract will end as stated in this Contract at the end of the Contract Term at 12:00 midnight Standard Time.

III. Contractholder will provide each Primary Enrollee electronic access to a certificate/Evidence of Coverage booklet supplied by Delta Dental. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request. Contractholder will also distribute to its Enrollees any notice from Delta Dental which may affect their rights under this Contract.

So long as Contractholder pays the Premiums as stated in Article 3, Delta Dental agrees to provide the Benefits described in this Contract including Attachment A Deductibles, Maximums and Contract Benefit Levels (Attachment A) and Attachment B Services, Limitations and Exclusions (Attachment B).

This Contract is issued and delivered in the State of Georgia and is governed by its laws.

[Group's Name

Executed this _____day of _____, 20____ for the Contractholder at: _____
City and State

By: _____ Signature:_____

Delta Dental Insurance Company

Michael G. Hankinson, Esq., President

Notice: Delta Dental Providers will be paid their Contracted Fee. Delta Dental Providers and Non-Delta Dental Providers will be reimbursed at least the same amount.

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS

Terms when capitalized in this document have defined meanings, given either in the section below or within this Contract's sections.

1.0 **Accepted Fee** -- the amount the attending Provider agrees to accept as payment in full for services rendered. For a Preferred Provider, this is the Delta Dental PPO Provider's Contracted Fee.

1.02 **Benefits** -- covered dental services provided under the terms of this Contract.

1.03 **Calendar Year** -- the 12 months of the year from January 1 through December 31.

1.04 **Claim Form** -- the standard form used to file a claim or request a Pre-Treatment Estimate.

1.05 **Contract** -- this agreement between Delta Dental and the Contractholder, including the attachments listed in Article 7.

1.06 **Contract Benefit Level** -- the percentage of the Maximum Contract Allowance that Delta Dental will pay after the Deductible has been satisfied as shown in Attachment A.

1.07 **Contractholder** -- the employer, union or other organization or group as named herein contracting to obtain Benefits.

1.08 **Contract Term** -- the period during which this Contract is in effect, as shown in Attachment C.

1.09 **Contract Year** -- the [12] months starting on the Effective Date and each subsequent [12] month period thereafter. [Deductibles and Maximums will be determined using this [12] month period rather than on a Calendar Year basis.]

1.10 **Deductible** -- a dollar amount that an Enrollee and/or the Enrollee's family (for family coverage) must pay for certain covered services before Delta Dental begins paying Benefits.

1.11 **Delta Dental Premier® Provider (Premier Provider)** -- a Non-Preferred Provider who contracts with Delta Dental Insurance Company or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for covered services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.

1.12 **Delta Dental Premier Contracted Fee** -- the fee for each Single Procedure that a Non-Preferred Premier Provider has contractually agreed to accept as payment in full for covered services.

1.13 **Delta Dental PPO Provider (PPO Provider)** -- a Preferred Provider who contracts with Delta Dental Insurance Company or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee as payment in full for covered services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.

1.14 **Delta Dental PPO Contracted Fee** -- the fee for each Single Procedure that a Preferred (PPO) Provider has contractually agreed to accept as payment in full for covered services.

1.15 **Dependent Enrollee** -- an Eligible Dependent enrolled to receive Benefits.

1.16 **Effective Date** -- the original date the Contract starts, as shown in Attachment C.

1.17 **Eligible Dependent** -- a dependent of an Eligible Employee eligible for Benefits under Article 2.

1.18 **Eligible Employee** -- any employee] [or retiree] eligible for Benefits under Article 2.

1.19 **Emergency Care** -- services and/or treatment provided for an emergency condition with extreme severity; that would lead to placing the Enrollee's health in serious jeopardy, or serious impairment to bodily functions.

1.20 **Enrollee** -- an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

1.21 **Enrollee Pays** -- Enrollee's financial obligation for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as "Delta Dental Pays" on the claims statement when a claim is processed.

1.22 **Enrollee's Effective Date of Coverage** -- the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.

1.23 **[Late Entrant** -- an Eligible Employee [and/or Eligible Dependent] who does not enroll for coverage under this Contract within [31] days of the date first eligible, but later becomes covered; or who requests coverage after previously terminating coverage while still eligible for coverage under the Contract.]

1.23 **Maximum** -- is the maximum dollar amount Delta Dental will pay toward the cost of dental care. Enrollees must satisfy costs above this amount. Delta Dental will pay the Maximum, if applicable, shown in Attachment A for Benefits under this Contract.

1.24 **Maximum Contract Allowance** -- the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates payment and the Enrollee's financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

PPO/PRE/PROGRAM ALLOWANCE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Program Allowance.

PPO/PPO/PPO

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.

PPO/PRE/PPO

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee for a PPO Provider in the same geographic area.

PPO/PRE/PRE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.

TABLE OF ALLOWANCE

- by a Preferred Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee or the amount shown on the Table of Allowances.

- by a Non-Preferred Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee or the amount shown on the Table of Allowances.
- by a Non-Preferred Provider is the lesser of the Provider's Submitted Fee or the amount shown on the Table of Allowances.

1.26 **Non-Preferred Provider** -- a Provider who is not a PPO Provider and has not agreed to accept the PPO Contracted Fee. Some Non-Preferred Providers (Premier Providers) have contracted with Delta Dental to accept an amount which may be greater than the PPO Contracted Fee. These providers will limit the amount of balance billing you are required to pay to the Delta Dental Premier Contracted Fee. Other Non-Preferred Providers may balance bill the Enrollee up to his/her Submitted Fee and have not agreed to comply with Delta Dental's administrative guidelines.

1.27 **Open Enrollment Period** -- the month of the year during which employees may change coverage for the next Contract Year.

1.28 **Preferred Provider** -- a PPO Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Provider's Contracted Fee as payment in full for services provided under a PPO plan. A Preferred Provider also agrees to comply with Delta Dental's administrative guidelines.

1.27 **Pre-Treatment Estimate** -- an estimation of the allowable Benefits under this Contract for the services proposed, assuming the person is an eligible Enrollee.

1.28 **Premium** -- the amounts payable by the Contractholder monthly as provided in Attachment C.

1.29 **Primary Enrollee** -- an Eligible Employee enrolled in the plan to receive Benefits; may also be referred to as "Enrollee".

1.30 **Procedure Code** -- the Current Dental Terminology® (CDT) number assigned to a Single Procedure by the American Dental Association.

1.31 **Program Allowance** -- the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental sets the Program Allowance for each procedure through a review of proprietary data by geographic area. The Program Allowance may vary by the contracting status of the Provider and/or the Program Allowance selected by the Contractholder.

1.32 **Provider** -- a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

1.33 **Qualifying Status Change** -- a change in:

- marital status (marriage, divorce, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- employment status (change in employment status of Enrollee or Eligible Dependent);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee, dependent Spouse or child moves);
- a court order requiring dependent coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125.

1.34 **Single Procedure** -- a dental procedure that is assigned a separate Procedure Code.

1.35 **Spouse** -- a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where this Contract is issued and delivered;
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

1.36 **Submitted Fee** -- the amount that the Provider bills and enters on a claim for a specific procedure; however, a Non-Preferred Provider may balance bill and the Enrollee is responsible for the remaining balance.

[1.37 **Table of Allowances -- [the list of covered dental services showing the Procedure Code and the most De**lta Dental would pay for each covered Single Procedure.] [the list of covered dental services showing the Procedure Code and the amount on which Delta Dental would base its percentage of payment if said amount is the Maximum Contract Allowance.]The Table of Allowances is part of Attachment A.][Allowances shown in the Table of Allowances will [increase/be adjusted] each [Contract Year/Calendar Year/Contract Term] by [.5%-25%].]

ARTICLE 2 – ELIGIBILITY AND ENROLLMENT

2.01 **Reporting**

Delta Dental processes eligibility as reported by the Contractholder. On or before the Effective Date, Contractholder will furnish to Delta Dental, in writing or via electronic format as agreed by Delta Dental and the Contractholder, a listing of eligible Primary Enrollees and Dependent Enrollees. Electronic format may be file transmissions, Delta Dental's web tool or a combination of the two. The listing shall include but not be limited to the:

- Primary Enrollees' and Dependent Enrollees': names, Enrollee ID numbers, Enrollee's Effective Date of Coverage, dates of birth, addresses and gender;
- Dependent Enrollees' dependent status; and
- Primary Enrollees' location, if applicable.

The eligibility list shall include all Eligible Employees unless the Eligible Employee waives coverage or enrolls in an alternate dental plan offered by Contractholder. [The eligibility list may also include retired employees and surviving Spouses of employees.]

Thereafter, before the tenth day of each month, Contractholder must furnish to Delta Dental in the format agreed to above, a listing indicating specific additions, changes or terminations made during the prior month. An Enrollee remains enrolled until the Contractholder notifies Delta Dental of the termination. If the Primary Enrollee loses coverage or makes any change that affects an Enrollee's eligibility, Contractholder must promptly notify Delta Dental of such change.

Contractholder will notify Delta Dental in writing or in electronic media of any requests for Premium adjustments for Enrollees who should have been terminated in the event Delta Dental was not previously notified of the termination(s). Retroactivity will be adjusted up to the immediately preceding three (3) months plus the current billing month.

Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Also, Delta Dental may not pay Benefits for an Enrollee if Premiums are not paid for the month in which dental services are rendered. Delta Dental shall not be obligated to recover claims paid to a Provider as a result of Contractholder's retroactive eligibility adjustments. The Contractholder agrees to reimburse Delta Dental for any erroneous claim payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.

2.02 Contractholder will permit Delta Dental to audit Contractholder's records to confirm compliance with Articles 2 and 3. Delta Dental will give Contractholder written notice within a reasonable time before the audit date.

2.03 **Eligible Employees**

[An employee [working X hours per week] becomes eligible on whichever is later, the Effective Date or on the [date of hire/first day of the month following date of hire/first of the month following X days/months of continuous employment at X hours per week]].

[2.04**Eligible Dependents**

- [Dependents are the Primary Enrollee's Spouse and [unmarried] dependent children from birth to age [19], or to age [25] if enrolled as full-time students in a post-secondary institution of higher learning, or would have been eligible to be enrolled and were prevented due to illness or injury.]

- [Dependents are the Primary Enrollee's Spouse and [unmarried] dependent children from birth to age [25].]

- Children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of a partner as recognized by the Contractholder. [Children must be dependent upon the Primary Enrollee for support and maintenance.] The dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a dependent, becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- An overage [unmarried] dependent child may be eligible if:
  1) he/she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
  2) he/she is chiefly dependent on the eligible employee for support; and
  3) proof of dependent's disability is provided within 31 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the eligible employee for support because of a physically or mentally disabling injury, illness or condition that began before he/she reached the limiting age.

Dependents on active military duty are not eligible.

2.05 **Enrollment of Eligible Employees and Eligible Dependents**

- If Contractholder pays the entire cost of coverage for all Primary Enrollees and Dependent Enrollees, all Eligible Employees and Eligible Dependents are automatically covered under the plan.
- If the Primary Enrollee must contribute any portion of the cost of coverage, then Eligible Employees must enroll to be covered under the plan. Enrollment must be within 31 days after first becoming eligible or during an Open Enrollment Period. Coverage cannot be dropped or changed other than during an Open Enrollment Period or because of a Qualifying Status Change.
- If the Primary Enrollee is paying all or a portion of the cost for coverage for Dependent Enrollees in the manner elected by the Contractholder and approved by Delta Dental, then Eligible Dependents must be enrolled within 31 days after the date becoming eligible or during the Open Enrollment Period. Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.
- All Eligible Dependents must be enrolled as Dependent Enrollees if dependent coverage is elected.
- [If both Spouses are Eligible Employees, one may not enroll as a Dependent Enrollee of the other. Dependent children may enroll as Dependent Enrollees of only one Primary Enrollee.]
- A child who is eligible as a Primary Enrollee and a dependent can be insured under this Contract as a Primary Enrollee or a Dependent Enrollee but not both at the same time.

2.06 Except for an employee absent from work due to a leave of absence [approved by the Contractholder or] governed by the "Family & Medical Leave Act of 1993" (P.L. 103.3), an Enrollee will not be covered for any dental services received while a Primary Enrollee is on strike, lay-off or leave of absence. Contractholder must inform Delta Dental of any change in eligibility as required under section 2.01.

Benefits for such Primary Enrollee and his/her Eligible Dependents will resume as follows:

- If coverage is reactivated in the same [Contract/Calendar] Year, Deductibles and Maximums will resume as if the Primary Enrollee were never gone.
- If coverage is reactivated in a different [Contract/Calendar] Year, new Deductibles and Maximums will apply.

Coverage will resume provided the Contractholder submits the request to Delta Dental that coverage be reactivated.]

If an employee is rehired within the same [Contract/Calendar] Year, Deductibles and Maximums will resume as if the Primary Enrollee was never gone.

2.07 [A Primary Enrollee loses coverage on the earlier of the last day of the month of employment, when he/she is no longer an Eligible Member of the Contractholder or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee or when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

[A Primary Enrollee loses coverage on the day of termination of employment, when he/she is no longer an Eligible Member of the Contractholder or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

[A Primary Enrollee loses coverage on the earlier of the last day of the pay period of employment, when he/she is no longer an Eligible Member of the Contractholder, when he/she stops paying the required Premiums for coverage or the day this Contract is terminated. The Primary Enrollee's Spouse loses coverage along with the Primary Enrollee when dependent status is lost. The Primary Enrollee's children lose coverage along with the Primary Enrollee or [the last day of the month/the end of the Calendar Year] when dependent status is lost.]

Termination of Benefits on Loss of Eligibility
Delta Dental will not pay for Benefits for any services received by a person who is not an Enrollee at the time of treatment except for covered dental services incurred when the person was covered if such procedure is completed within 90 days of the date coverage ends. A dental service is incurred as follows:

- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

2.08 **Continuation of Coverage Under USERRA**
As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if a Primary Enrollee is covered by this Contract on the date his or her USERRA leave of absence begins, the Primary Enrollee may continue dental coverage for himself or herself and any covered dependents. Continuation of coverage under USERRA may not extend beyond the earlier of: 24 months beginning on the date the leave of absence begins or the date the Primary Enrollee fails to return to work within the time required by USERRA. For USERRA leave that extends beyond 31 days, the Premium for continuation of coverage will be the same as for COBRA coverage.

2.10 **Continuation of Coverage Under COBRA**
When the Eligible Employees of a Contractholder are covered under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985), then in consideration of the payments specified in Article 3, Delta Dental agrees to provide the Benefits to Enrollees who elect continued coverage pursuant to this section, provided:

- continuation of coverage is required to be offered under COBRA;
- the Enrollee requests the continuation within the time frame allowed;
- the Contractholder notifies Delta Dental that the Enrollee has elected to continue coverage under COBRA;
- Delta Dental receives the required Premium for the continued coverage; and
- this Contract stays in force.

Delta Dental does not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).]

2.11 **Multiple Plan Options**
This Contract is entered into with the understanding that Eligible Employees of the Contractholder have a choice between dental coverage under this Delta Dental plan and one or more alternate programs. Eligible Employees may exercise that choice as follows:

- All Eligible Employees that enroll will be enrolled as Primary Enrollees under the Delta Dental plan unless they elect an alternate plan.
- Except for new employees, enrollment may be filed with Contractholder only during the Open Enrollment Period.
- New employees may enroll within 31 days of employment which will be effective until the next Open Enrollment Period.
- [If Eligible Employees have a choice of more than one Delta Dental PPO plan and change plans, [all waiting periods] [waiting periods for [Basic Services/Major Services/Orthodontic Services /Implant Services/TMJ Services/Cosmetic Services/Dental Accident Services] will apply.]]
- [If Eligible Employees have a choice of more than one Delta Dental PPO plan and change plans, enrollees will be placed in Year 1 regardless of the amount of time enrolled in any Delta Dental PPO plan.]]

ARTICLE 3 – MONTHLY PREMIUMS

3.01 Contractholder will remit to Delta Dental or its Third Party Administrator the Premium in the amount and manner shown in Attachment C for all Primary Enrollees and Dependent Enrollees.

Delta Dental will process eligibility as reported by the Contractholder.

For enrollment additions, Contractholder will remit a full month's Premium for Enrollees whose coverage is effective on the first through the fifteenth calendar day of a month. Premiums are not due to Delta Dental for Enrollees who are enrolled on the sixteenth through the last day of a month.

For enrollment terminations, Contractholder will remit a full month's Premium for Enrollees whose coverage is terminated on the sixteenth through the last calendar day of a respective month. Premiums are not due to Delta Dental for Enrollees whose enrollment is terminated on the first through the fifteenth day of a month.]

Contractholder has arranged for [Primary Enrollees] to submit [monthly] Premiums directly to Delta Dental for themselves and covered dependents via electronic fund transfer ("EFT") [or credit card payment][or check] [credit card or check]. For enrollment to continue under the Contract, the [Primary Enrollee] must complete and return the necessary forms to Delta Dental. Once this information is received, Delta Dental will transfer the [monthly] Premium payment from the Primary Enrollee's bank account on the [[25th] of each month] for the following [month's] Premium. [If the payment method elected by the Enrollee is by credit card, the credit card transaction will be posted to the enrollee's account on the [25th] of each month for the following [month's] premium.] [If payment is by check, Primary Enrollee must follow the instructions on the billing statement.]

If total funds for the [monthly] Premium are not available, Delta Dental will send the [Primary Enrollee] a notification letter about the payment failure, reason for failure and request the [Primary Enrollee] contact Delta Dental with the corrected payment information in order to satisfy the balance due on the account. If the Premium is not paid by the end of the grace period, Delta Dental will notify the Contractholder regarding the [Primary Enrollee's] non-payment of Premium to determine if termination procedures should be started on the Primary Enrollee. Delta Dental will inform the Primary Enrollee regarding the status of the account up to and including the [Primary Enrollee's] termination of coverage for non-payment of Premiums. The [Primary Enrollee] will need to contact Delta Dental regarding reinstatement of any coverage that is terminated due to the non-payment of Premiums. Delta Dental will provide the [Primary Enrollee] with information needed for reinstatement of terminated coverage.]]

3.02 [This Contract will not be in effect until Delta Dental receives the first month's Premiums. Subsequent Premiums will be paid by the first day of each [month]. For each Premium after the first, a grace period of 31 days from the due date will be allowed for the payment of the Premium. This Contract will continue in force during this period; if the Premium remains unpaid at the end of the grace period, this Contract may be terminated by Delta Dental in accordance with the notice requirements of section 6.01.]

[Contractholder will pay all Premiums, including the first month's Premium, to Delta Dental within [60] days following the first calendar day of the applicable month of coverage. This [60] day period includes a 31 day grace period. This Contract will continue in force during this period. However, if the Premium remains unpaid at the end of this period, Delta Dental may terminate this Contract in accordance with the notice requirements of section 6.01.]

3.03 If this Contract is terminated before the end of a Contract Term, Contractholder will pay additional charges in accordance with Article 6.

3.04 Delta Dental will not be responsible or liable for any incorrect, incomplete, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.

3.05 Delta Dental may change the monthly Premium whenever the Contract is amended as stated in section 3.06, or whenever the Contractholder requests a change in Benefits, eligibility or when due to a state and/or federal mandated change. Any change in Premium shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing, [except as provided in section 3.06, 3.07 or a state and/or federal mandated change.

3.06 Premiums are based on the composition of the Contractholder's group at the beginning of each Contract Term. Delta Dental may propose a choice of changes in Premiums or Benefits for a 15 percent change in composition during the Contract Term, such as an increase or decrease in enrollment, change in location, change in job classifications, change in mix of active versus retiree enrollment or other similar change in the Contractholder's group composition that lasts three (3) months in a row or longer and results in an increase in cost per person of the Contractholder's group. Within 31 days of receipt of the proposed change(s), Contractholder will select one of the choices by written notice to Delta Dental. If Contractholder fails to do so, Delta Dental may select one of the choices by written notice to Contractholder. This Contract will be modified for all dental services predetermined and incurred after notice.]

3.07 If during the Contract Term any new or increased tax, assessment, or fee is imposed on the amounts payable to, or by, Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount stated in Attachment C will be increased by the amount of any such new or increased tax, assessment, or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

ARTICLE 4 - CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

4.01 Delta Dental will pay Benefits for dental services described in Attachment B when provided by a Provider and when necessary and customary under generally accepted dental practice standards. Claims will be processed in accordance with Delta Dental's standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. Delta Dental will provide notice of such changes at least 60 days in advance to the Contractholder. The Contractholder is responsible for distributing notice to Primary Enrollees.

Delta Dental will use the processing policies that are in effect at the time the claim is processed. Delta Dental may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and exclusions will be applied for the period the person is an Enrollee under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional waiting periods, if any, are shown in Attachment A. If an Enrollee receives dental services from a Provider outside the state of Georgia, the Provider will be reimbursed according to Delta Dental's network payment provisions for said state according to the terms of this Contract.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the benefit payable under this Contract. If the

Provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure.

4.02 Delta Dental's provision of Benefits is limited to the applicable portion of the Provider's fees or allowances specified in Attachment A. The Enrollee is responsible for paying the balance of any fees or allowances known as the "Enrollee Coinsurance." Contractholder has chosen to require Enrollee Coinsurances under this program as a method of sharing the costs of providing dental Benefits between Contractholder and Enrollees. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to the Enrollee, Delta Dental will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of such Enrollee Coinsurance fees or allowances that are discounted, waived or rebated; however, the Non-Delta Dental Provider may balance bill and the Enrollee is responsible for the remaining balance.

4.03 **Deductible**
[As shown on Attachment A, Delta Dental will not pay Benefits for the Deductible amount of the Maximum Contract Allowance for services received each [Contract/Calendar] Year by an Enrollee. The annual maximum Deductible per family, if any, is shown in Attachment A. Only fees an Enrollee pays for covered services that are described in Attachment B will count toward the Deductible. [Any Deductible amount satisfied by the Enrollee during the last three (3) months of the [Contract/Calendar] year will be applied toward the Deductible for the following year.]

[Delta Dental will not pay Benefits for the Deductible amount shown in Attachment A of the Maximum Contract Allowance for services received until the lifetime Deductible has been satisfied by the Enrollee while covered under a Delta Dental plan. Only fees an Enrollee pays for services that are described in Attachment B will count toward the Deductible.]

4.04 **Free Choice of Provider**
Enrollees may see any Provider for covered treatment whether the Provider is a Preferred Provider or a Non-Preferred Provider.

Locating a Preferred (Delta Dental PPO) Provider
A list of Preferred Providers can be obtained at Delta Dental's website (deltadentalins.com). Providers are regularly added to or deleted from the list. Enrollees are responsible for confirming with the Provider's office that a listed Provider is still a participating Preferred Provider. Delta Dental does not guarantee that any particular Provider will be available.

Choosing a Preferred Provider
- A Preferred Provider potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide Benefits at a charge that has been contractually agreed upon.
- Payment for Benefits performed by a Preferred Provider is based on the Maximum Contract Allowance. The Preferred Provider will accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and the Delta Dental PPO Contracted Fees.
- Preferred Providers must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of the Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- Preferred Providers will submit Enrollees' claims to Delta Dental.

Choosing a Non-Preferred Provider
- If a Provider is a Non-Preferred Provider, the amount charged to Enrollees may be above that accepted by Preferred Providers, and Enrollees will be responsible for any balance billed amounts.
- Payment for Benefits performed by a Non-Preferred Provider is based on the Maximum Contract Allowance.
- Some Non-Preferred Providers (Premier Providers) have contracted with Delta Dental to accept an amount which may be greater than the Delta Dental PPO Contracted Fee. These providers will limit the amount of balance billing Enrollees are required to pay to the Delta

Dental Premier Contracted Fee and will also submit Enrollees' claims to Delta Dental. These providers must accept assignment of Benefits and will be paid directly by Delta Dental.

- Other Non-Preferred Providers may balance bill the Enrollee up to his/her Submitted Fee. These providers are not required to submit claims to Delta Dental and payment will be made to the Primary Enrollee.

4.05 **Coordination of Benefits**

STANDARD COB

[Delta Dental coordinates the Benefits under this Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies. If this Contract is the "primary" plan, Delta Dental will not reduce Benefits. If this is the "secondary" plan, Delta Dental may reduce Benefits otherwise payable under this Contract so that the total benefits paid or provided by all plans do not exceed 100 percent of total allowable expense.]

NON DUPLICATION

[Delta Dental coordinates the Benefits under this Contract with an Enrollee's benefits under any other group or pre-paid plan or insurance policy designed to fully integrate with other policies. Benefits under this plan may be reduced so that combined coverage does not exceed Delta Dental's portion of the Maximum Contract Allowance. If this Contract is the "primary" plan, Delta Dental will not reduce Benefits, but if the other Plan is the primary one, Delta Dental will reduce Benefits otherwise payable under this Contract. The reduction will be the amount paid for or provided under the terms of the primary plan for covered services in Attachment A and in Attachment B.]

Order of Benefit Determination Rules:

The following rules determine which plan is the "primary" plan:

(1) The plan covering the Enrollee as an employee is primary over a plan covering the Enrollee as a dependent.

(2) The plan covering the Enrollee as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
   a) Secondary to the plan covering the insured person as a dependent and
   b) Primary to the plan covering the insured person as other than a dependent (e.g. a retired employee),
   then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.

(3) Except as stated in paragraph (4), when this plan and another plan cover the same child as a dependent of different persons, called parents:
   a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
   b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
   c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

(4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody, or as a dependent of the custodial parent's Spouse (i.e. step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other policy which covers the child as a dependent child.

(5) If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in paragraph (3).]

(6) The benefits of a plan which covers an insured person as an employee who is neither laid-off nor retired are determined before those of a plan which covers that insured person as a laid-

off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree or an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule (6) is ignored.

(7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination:
   a) First, the benefits of a plan covering the insured person as an employee or Primary Enrollee (or as that insured person's dependent);
   b) Second, the benefits under the continuation coverage.
   If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

(8) If none of the above rules determine the order of benefits, the benefits of the plan which covered an employee longer are determined before those of the plan which covered that insured person for the shorter term.

(9) When determination cannot be made in accordance with the above, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental-only plan.

4.06 **Clinical Examination**

Before approving a claim, Delta Dental may obtain at our own expense, to such extent as may be lawful, from any Provider, or from hospitals in which a Provider's care is provided, as often as is reasonably required during the pendency of a claim, such information and records relating to an Enrollee as Delta Dental may require to administer the claim. Delta Dental may also require that an Enrollee be examined by a dental consultant retained by Delta Dental at Delta Dental's expense in or near his/her community or residence. In the case of death, we have the right and opportunity to make an autopsy. Such information and records will be kept confidential in accordance with all applicable laws and regulations.

4.07 **Notice of Claim Forms**

Delta Dental will furnish to any Provider or Enrollee, on request, a Claim Form to make a claim for payment of Benefits. To make a claim, the Claim Form must be completed and signed by the Provider who performed the services and by the Enrollee (or the parent or guardian of a minor) and submitted to Delta Dental at the address shown thereon. If Delta Dental does not furnish the Claim Form within 15 days after requested by a Provider or Enrollee, the requirements for proof of loss set forth in section [4.09] of this Contract will be deemed to have been complied with upon the submission to Delta Dental within the time established in said section for filing proof of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. Enrollees and Providers may download a Claim Form from Delta Dental's website.

4.08 **Pre-Treatment Estimate**

A Provider may file a Claim Form before treatment, showing the services to be provided to an Enrollee. Delta Dental will estimate the amount of Benefits payable under this Contract for the listed services. Benefits will be processed according to the terms of this Contract when the treatment is performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date this Contract terminates;
- the date Benefits under this Contract are amended if services in the Pre-Treatment Estimate are part of the amendment;
- the date the Enrollee's coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

4.09 **Written Notice of Claim/Proof of Loss**

Delta Dental must be given a written notice of claim, sometimes referred to as a written proof of loss, within 12 months after the date of the loss and must include information regarding other group coverage if applicable. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one (1) year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to Delta Dental within 12 months of the termination of this Contract.

4.10 **Time of Payment**
Claims payable under this Contract for any loss other than for which this Contract provides any periodic payment will be paid no later than 15 working days after written proof of loss is received. Delta Dental will notify the Primary Enrollee and his/her Provider of any additional information needed to process the claim within this 15 working day period.

Claims not processed as stated above are subject to a charge of 12 percent interest per annum. Subject to due written proof of loss, all accrued indemnities for loss for which this Contract provides periodic payment will be paid monthly and any balance remaining upon the termination of liability will be paid immediately upon receipt of due written proof.

4.11 **Claims Appeal**
Delta Dental will notify the Enrollee and his/her Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. The Enrollee has at least 180 days after receiving a notice of denial to request a grievance by writing to Delta Dental giving reasons why they believe the denial was wrong. The Enrollee and his/her Provider may also ask Delta Dental to examine any additional information provided that may support the grievance.

Send your grievance to Delta Dental at the address shown below:

Delta Dental Insurance Company
P.O Box 1809
Alpharetta, GA 30023

Delta Dental will send the Enrollee a written acknowledgment within five (5) days upon receipt of the grievance. Delta Dental will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this Contract, Delta Dental shall consult with a dentist who has appropriate training and experience. The review will be conducted for us by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. Delta Dental will send the Enrollee a decision within 30 days after receipt of the Enrollee's grievance.

If the Enrollee believes he/she needs further review of their grievance, he/she may contact his/her state regulatory agency if applicable. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under Section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

4.12 **To Whom Benefits Are Paid**
Payment for services provided by a Preferred Provider will be made directly to the Provider. Any other payments provided by this Contract will be made to the Primary Enrollee unless the Primary Enrollee requests when filing proof of loss that the payment be made directly to the Provider providing the services. All Benefits not paid to the Provider will be payable to the Primary Enrollee, to his/her estate, or to an alternate recipient as directed by court order except that if the person is a minor or otherwise not competent to give a valid release, Benefits may be payable to his/her parent, guardian or other person actually supporting him/her.

4.13 No change in Benefits will become effective during a Contract Term unless Contractholder and Delta Dental agree in writing.

ARTICLE 5 - GENERAL PROVISIONS

5.01 **Entire Contract: Changes**

This Contract, including the attachments listed in Article 7, is the entire agreement between the parties. No agent has authority to change this Contract or waive any of its provisions. No change in this Contract will be valid unless approved by an executive officer of Delta Dental.

5.02 **Severability**
If any part of this Contract or an amendment of it is found by a court or other authority to be illegal, void or not enforceable, all other portions of this Contract will remain in full force and effect.

5.03 **Conformity with Prevailing Laws**
All legal questions about this Contract will be governed by the state of Georgia where this Contract was entered into and is to be performed. Any part of this Contract which conflicts with the laws of Georgia or federal law is hereby amended to conform to the minimum requirements of such laws.

5.04 **Misstatements on Application: Effect**
In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of this Contract, all statements made by the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under this Contract, unless it is contained in a written instrument signed by the Contractholder, a copy of which has been furnished to such Contractholder.

5.05 **Legal Actions**
No action at law or in equity will be brought to recover on this Contract before 60 days after written proof of loss has been filed in accordance with requirements of this Contract; nor will an action be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

5.06 **Not in Lieu of Workers' Compensation**
This Contract is not in lieu of and does not affect any requirements for coverage by workers' compensation insurance.

5.07 **Certificate of Insurance**
[Delta Dental will issue to the Contractholder an electronic file containing a certificate/Evidence of Coverage booklet summarizing the Benefits to which Enrollees are entitled and to whom Benefits are payable. Each Primary Enrollee will have electronic access to the certificate. Delta Dental will also furnish a hard copy to a Primary Enrollee or the Contractholder upon request.] The certificate is not assignable and the Benefits are not assignable prior to a claim. If any amendment to this Contract will materially affect any Benefits described in the certificate, new certificates or amendments showing the change will be issued.

5.07 **Certificate of Insurance**
Delta Dental will issue to the Contractholder for delivery to each Primary Enrollee a certificate/Evidence of Coverage booklet summarizing the Benefits to which they are entitled and to whom Benefits are payable.] The certificate is not assignable and the Benefits are not assignable prior to a claim. If any amendment to this Contract will materially affect any Benefits described in the certificate, new certificates or amendments showing the change will be issued.

5.08 **Publications About Program**
Contractholder and Delta Dental agree to consult as is reasonably practical on all material published or distributed about this Contract. No material will be published or distributed which conflicts with the terms of this Contract.

5.09 **Provider Relationships**
Contractholder and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to Enrollees does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

5.10 **Notice: Where Directed**
All formal notices under this Contract must be in writing and sent by email, facsimile (fax), first-class United States mail, overnight delivery service or personal delivery. Notice by United States mail will be effective 48 hours after mailing with fully pre-paid postage.

Contractholder shall designate in writing on the application a representative for purposes of receiving notices from Delta Dental under this Contract. Contractholder may change its representative at any time with 30 days written notice to Delta Dental. The Contractholder's representative shall disseminate notices to the Enrollees within 30 days of receipt.

5.11 **Indemnification**
Contractholder will indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Contractholder's negligent performance or non-performance of its obligations under this Agreement.

Delta Dental will indemnify, defend and hold harmless Contractholder and its employees and agents, against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Delta Dental's negligent performance or non-performance of its obligations under this Agreement.]

5.12 **Time Limit on Certain Defenses**
After this Contract has been in force for three (3) years from the Effective Date, no statement made by the Contractholder will be used to void this Contract. No statement by an Enrollee with respect to the Enrollee's insurability, will be used to reduce or deny a claim or contest the validity of insurance for such Enrollee after that person's coverage has been in effect three (3) years or more during his or her lifetime.

5.13 **Compliance with Administrative Simplification, Security and Privacy Regulations**
Contractholder and Delta Dental shall comply in all respects with applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information including executing a Business Associate Addendum as required by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Contractholder and Delta Dental agree that this Contract shall incorporate terms as necessary and as applicable to execute the required agreements (i.e. business associate agreement) to comply with federal regulations issued under the HIPAA, HITECH Act or to comply with any other enacted administrative simplifications, security or privacy laws or regulations.

5.14 **Impossibility of Performance**
Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are strictly limited to include acts of God or of a public enemy, explosion, fires, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other promptly of the existence and nature of the delay.

5.15 **Third Party Administrator ("TPA")**
Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under this Contract. Any TPA providing such services or receiving such information shall enter into a separate Business Associate Agreement with Delta Dental providing that the TPA shall meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

5.16 **Holding Company**
Delta Dental is a member of the Insurance Holding Company System of Delta Dental of California (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentiality and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.

5.17 **Mutual Confidentiality**
Contractholder and Delta Dental agree to maintain confidential information using the same degree of care (which shall be no less than reasonable care) as each uses to protect its own confidential information of a similar nature and to use confidential information only for specified purposes. Confidential information includes any information which the owner deems confidential, whether marked as confidential or otherwise clearly identifiable as confidential and includes information not generally known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to the owner of the confidential information. The recipient of confidential information shall notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

5.18 **Trademarks: Service Marks**
Unless specifically allowed in this Contract, neither party shall use the name, trademarks, service marks or other proprietary branding of the other party without the advance written approval of the other party.

5.19 **Non-Discrimination**
Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Delta Dental's Customer Service Center at 800-471-0236.

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

Delta Dental
P.O. Box 997330
Sacramento, CA 95899-7330
Telephone Number: 800-471-0236
Website Address: deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

ARTICLE 6 - TERMINATION AND RENEWAL

6.01 This Contract may be terminated only as follows:

- By Delta Dental,
  (1) upon 60 days written notice if Contractholder fails to furnish Delta Dental a list of all Enrollees as required under section 2.01; or
  (2) upon 60 days written notice if Contractholder fails to permit Delta Dental to inspect Contractholder's records as called for under section 2.02; or
  (3) upon 31 days written notice if Contractholder fails to pay Premiums, in the amount and manner required by Article 3.
- By Delta Dental, with 60 days written notice if the Contractholder reports fewer than the Minimum Number of Primary Enrollees shown in Attachment C for three (3) consecutive months.
- By Delta Dental at the end of a Contract Term upon 60 days written notice.

6.02 If this Contract terminates under section 6.01 first and/or second bullet, Contractholder may become obligated upon termination to pay Delta Dental for that portion of the monthly Premium which constitutes for the current Contract Term Delta Dental's direct costs of administering this Contract multiplied by the remaining number of months from the date of termination to the expiration of the current Contract Term, but the amount will not exceed 25% of the total Premium for the entire Contract Term.

6.03 If Contractholder notifies Delta Dental that it intends to terminate this Contract upon less than 60 days notice, section 6.02 will apply as if Delta Dental terminated this Contract under Section 6.01 first and/or second bullet.

6.04 Delta Dental will not be required to do Pre-Treatment Estimates if this Contract is terminated for any cause nor will Delta Dental be required to pay for services performed beyond the termination date except for completion of Single Procedures commenced while this Contract was in effect as stated in Section [2.07].

6.05 Delta Dental will provide [60] days advance written renewal notice prior to the end of the initial or any subsequent Contract Terms indicating if Premiums and/or Benefits will remain the same or change. The Contractholder's payment of the Premium indicated in the renewal notice for the new Contract Term will signify the Contractholder's acceptance of the renewal. If the Contractholder fails to provide written notification to Delta Dental of non-renewal by the date indicated in the renewal letter and/or does not pay the Premiums indicated in the renewal notice with the new Contract Term, Delta Dental will terminate this Contract under section 6.01 first bullet, item (3).

ARTICLE 7 - ATTACHMENTS

These documents are attached to this Contract and made a part of it:
Attachment A Deductibles, Maximums and Contract Benefit Levels
[Attachment A-[1] Table of Allowances/Maximum Enhancement]
Attachment B Services, Limitations and Exclusions
Attachment C Group Variables

OHCA Contract Notice for Fully Insured Groups

Delta Dental Insurance Company ("Delta Dental") and the fully insured Group Health Plan ("Contractholder") participate in an Organized Health Care Arrangement (as defined in 45 Code of Federal Regulations (C.F.R.) §164.501) ("OHCA"). The Contractholder hereby certifies that:

- The Contractholder will treat all PHI in accordance with the standards of the HIPAA Privacy Rules and update its plan documents to reflect that it will limit access to PHI to those employees and authorized representatives of the Contractholder whose access is necessary to perform the plan administration functions permitted under the HIPAA Privacy Rules and that PHI will not be used in the context of other benefit plans or in employment-related decisions.

- In order for PHI beyond summary health information to be disclosed, the fully insured Contractholder must: (1) provide a signed attestation that their plan documents have been amended to comply with the applicable HIPAA privacy administrative safeguard provisions; (2) have issued a HIPAA compliant privacy notice; and (3) provide individuals with the right to access, review, amend, and receive an accounting of disclosures.

- PHI requested is the minimum necessary for the Contractholder to perform its health care operations and/or payment activities related to the Contract herein.

- If Delta Dental is directed to release PHI to a third party, the third party has a HIPAA compliant BAA with the Contractholder.

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. 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 only 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 may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) 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. 1-10-52. Sealed proposals.

(a) *Conditions for use*. In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(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- 50(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 may 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 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(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. No late proposals shall be accepted. 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 offerors will be identified at the proposal acceptance; 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). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror 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) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *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.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, 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 the other applicable sections of this chapter.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), which, as of the effective date stated herein, replaces the Agreement that was effective as of January 1, 2019 is entered into by and between Augusta-Richmond County ("Employer") and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield ("Anthem") and is effective as of January 1, 2023 upon the following terms and conditions:

1. Employer is the sponsor of a self-funded Group Health Plan (as defined below) providing, among other things, health care benefits to certain eligible employees and their qualified dependents.

2. Employer desires to retain Anthem as an independent contractor to administer certain elements of Employer's Group Health Plan.

3. Anthem desires to administer certain elements of Employer's Group Health Plan pursuant to the terms of this Agreement.

In consideration of the promises and the mutual covenants contained in this Agreement, Anthem and Employer (the "Party" or "Parties" as appropriate) agree as follows:

ARTICLE 1 - DEFINITIONS

For purposes of this Agreement and any amendments, attachments or schedules to this Agreement, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent:

ADMINISTRATIVE SERVICES FEES. The amount payable to Anthem in consideration of its administrative services and operating expenses as indicated in Section 3 of Schedule A, excluding any cost for stop loss insurance coverage or any other policy of insurance, if applicable. All additional charges not included in the Administrative Services Fees are specified elsewhere in this Agreement.

AGREEMENT PERIOD. The period of time indicated in Section 1 of Schedule A.

ANTHEM AFFILIATE. An entity controlling, under common control with or controlled by Anthem.

BENEFITS BOOKLET. A description of the portion of the health care benefits provided under the Plan that is administered by Anthem.

BILLED CHARGES. The amount that appears on a Member's Claim form (or other written notification acceptable to Anthem that Covered Services have been provided) as the Provider's charge for the services rendered to a Member, without any adjustment or reduction and irrespective of any applicable reimbursement arrangement with the Provider.

BLUE CROSS BLUE SHIELD ASSOCIATION ("BCBSA"). An association of independent Blue Cross and Blue Shield companies.

CLAIM. Written or electronic notice of a request for reimbursement of any health care service or supply on a form acceptable to Anthem.

CLAIMS RUNOUT SERVICES. Processing and payment of Claims that are incurred but unreported and/or unpaid as of the date this Agreement terminates.

CONSOLIDATED APPROPRIATIONS ACT ("CAA"). The Consolidated Appropriations Act of 2021 (42 USC 300gg, et seq. and 29 USC 1185, et seq.), as amended, and regulations promulgated thereunder.

COVERED SERVICE. Any health care service or supply rendered to Members for which benefits are eligible for reimbursement pursuant to the terms of the applicable Benefits Booklet.

EMPLOYER AFFILIATES. Companies affiliated with Employer that are participating in the Plan and which, along with the Employer constitute a single "control group" as that term is used in the Internal Revenue Code.

GROUP HEALTH PLAN OR PLAN. An employee welfare benefit plan established by the Employer, in effect as of the Effective Date, as described in the Plan Documents, as they may be amended from time to time.

INTER-PLAN ARRANGEMENTS. Blue Cross and Blue Shield Association programs, including the BlueCard Program, where Anthem can process certain Claims for Covered Services received by Members, which may include accessing the reimbursement arrangement of a Provider that has contracted with another Blue Cross and/or Blue Shield plan.

INVOICE DUE DATE. The date on the invoice provided to Employer indicating when payment is due. For self-billing, the Invoice Due Date is the date on which payment is due.

MEMBER. The individuals, including the Subscriber and his/her dependents, as defined in the Benefits Booklet, who have satisfied the Plan eligibility requirements of Employer, applied for coverage, and been enrolled for Plan benefits.

NETWORK PROVIDER. A physician, health professional, hospital, pharmacy, or other individual, organization and/or facility that has entered into a contract, either directly or indirectly, with Anthem to provide Covered Services to Members through negotiated reimbursement arrangements.

PAID CLAIM. The amount charged to Employer for Covered Services or services provided during the term of this Agreement and any Claims Runout Period. Paid Claims may also include any applicable surcharges assessed by a state or government agency and any applicable interest paid. In addition, Paid Claims shall be determined as follows:

1. Provider and Vendor Claims. Except as otherwise provided in this Agreement, Paid Claims shall mean the amount Anthem actually pays the Provider or Vendor without regard to: (i) whether Anthem reimburses such Provider or Vendor on a percentage of charges basis, a fixed payment basis, a global fee basis, single case rate, or other reimbursement methodology; (ii) whether such amount is more or less than the Provider's or Vendor's actual Billed Charges for a particular service or supply; or (iii) whether such payments are increased or decreased by the Provider's or Vendor's achievement of, or failure to achieve, certain specified goals, outcomes or standards adopted by Anthem.

2. This provision is intentionally removed.

3. Payment Innovation Programs. If a Provider or Vendor participates in any Anthem payment innovation program, excluding any programs described in paragraph 1 of this provision, in which performance incentives, rewards or bonuses are paid based on the achievement of cost, quality, efficiency, or service standards or metrics adopted by Anthem ("Payment Innovation Programs"), Paid Claims shall also include the amount of such payments to Providers or Vendors for these Payment Innovation Programs. Such payments may be charged to Employer on a per Claim, lump sum, per Subscriber, or per Member basis and shall be based on Anthem's predetermined methodology for such Payment Innovation Program, as may be amended from time to time. The total monies charged in advance to fund a Payment Innovation Program shall be actuarially determined as the amount necessary to fund the expected payments attributable to the Payment Innovation Program. Prior to its implementation, Anthem shall provide Employer with a description of the Payment Innovation Program, the methodology that will be utilized to charge the Employer, and any reconciliation process performed in connection with such program. Payments to Providers or Vendors under these Payment Innovation Programs shall not impact Member cost shares.

4. Fees Paid To Manage And/Or Coordinate Care Or Costs. Paid Claims may also include fees paid to Providers or Vendors for managing and/or coordinating the care or cost of care for designated Members.

5. Claims Payment Pursuant to any Judgment, Settlement, Legal or Administrative Proceeding. Paid Claims shall include any Claim amount paid as the result of a settlement, judgment, or legal, regulatory or administrative proceeding brought against the Plan and/or Anthem, or otherwise agreed to by Anthem, with respect to the decisions made by Anthem regarding the coverage of or amounts paid for services under the terms of the Plan. Paid Claims also includes any amount paid as a result of dispute resolution procedures. Any Claims paid pursuant to this provision will count towards any stop loss accumulators under a stop loss agreement with Anthem.

6. Claims Payment Pursuant To Inter-Plan Arrangements And Other BCBSA Programs. Paid Claims shall include any amount paid for Covered Services that are processed through Inter-Plan Arrangements or for any amounts paid for Covered Services provided through another BCBSA program (e.g., BCBSA Blue Distinction Centers for Transplant). More information about Inter-Plan Arrangements is found in the Inter-Plan Arrangements Schedule of this Agreement.

7. Claims Payment Pursuant To A Consumer Directed Health Plan Account. If applicable to Plan benefits and as indicated on Schedule A or B of this Agreement, Paid Claims shall include any amount actually paid by Anthem from a consumer directed health plan account, such as a health reimbursement account or a health incentive account.

PLAN DOCUMENTS. The documents that set forth the terms of the Plan, and which include the Benefits Booklet.

PROPRIETARY INFORMATION AND CONFIDENTIAL INFORMATION. Employer's Proprietary Information is information about the systems, procedures, methodologies and practices used by Employer to run its operations and the Plan and other non-public information about Employer. Anthem's Proprietary Information is non-public, trade secret, commercially valuable, or competitively sensitive information, or other material and information relating to the products, business, or activities of Anthem or an Anthem Affiliate, including but not limited to: (1) information about Anthem's Provider networks, Provider negotiated fees, Provider discounts, and Provider contract terms; (2) information about the systems, procedures, methodologies, and practices used by Anthem and Anthem Affiliates in performing their services such as underwriting, Claims processing, Claims payment, and health care management activities; and (3) combinations of data elements that could enable information of this kind to be derived or calculated. Anthem's Confidential Information is information that Anthem or an Anthem Affiliate is obligated by law or contract to protect, including but not limited to: (1) Social Security numbers; (2) Provider tax identification numbers (TINs); (3) National Provider Identification Numbers (NPIs); (4) Provider names, Provider addresses, and other identifying information about Providers; and (5) drug enforcement administration (DEA) numbers, pharmacy numbers, and other identifying information about pharmacies.

PROVIDER. A duly licensed physician, health professional, hospital, pharmacy or other individual, organization and/or facility that provides health services or supplies within the scope of an applicable license and/or certification and meets any other requirements set forth in the Benefits Booklet.

SUBSCRIBER. An employee or retiree of Employer or other eligible person (other than a dependent) who is enrolled in the Plan.

VENDOR. A person or entity other than a Provider, including an Anthem Affiliate, that provides services or supplies pursuant to a contract with Anthem.

ARTICLE 2 - ADMINISTRATIVE SERVICES PROVIDED BY ANTHEM

a. Anthem shall process the enrollment of eligible individuals and termination of Members as directed by the Employer subject to the provisions of this Agreement. Anthem shall, with the assistance of Employer, respond to direct routine inquiries made to it by employees and other persons concerning eligibility in the Plan.

b. Anthem shall perform the following Claims administrative services:

   1. Process Claims with a Claims Incurred Date indicated in Section 1 of Schedule A and provide customer service, including investigating and reviewing such Claims to determine what amount, if any, is due and payable according to the terms and conditions of the Benefits Booklet and this Agreement. Anthem shall perform coordination of benefits ("COB") with other payors, including Medicare. In processing Claims, Anthem shall utilize Anthem's medical policies and medical policy exception process, its definition of medical necessity, its precertification and/or preauthorization policies, Provider contract requirements and applicable Claim timely filing limits.

   2. Disburse to the applicable individuals or entities (including Providers and Vendors) payments that it determines to be due according to the provisions of the Benefits Booklet.

   3. Provide notice in writing when a Claim for benefits has been denied which notice shall set forth the reasons for the denial and the right to a full and fair review of the denial under the terms of the Benefits Booklet and shall otherwise satisfy applicable regulatory requirements governing the notice of a denied Claim.

   4. Administration of independent dispute resolution processes for non-Network Provider Claims (including non-network air ambulance Provider Claims) as set forth under the Consolidated Appropriations Act if listed in Schedule A for the fee set forth in Section 3.C of Schedule A. Employer agrees to promptly notify Anthem if an independent dispute resolution request is received. Failure to promptly notify Anthem may impact independent dispute resolution processes.

c. Employer delegates to Anthem fiduciary authority to determine claims for benefits under the Plan as well as the authority to act as the appropriate fiduciary to determine appeals of any adverse benefit determinations under the Plan. Anthem shall administer complaints, appeals and requests for independent review according to Anthem's complaint and appeals policy, and any applicable law or regulation unless otherwise provided in the Benefits Booklet. In carrying out this authority, Anthem is delegated full discretion to determine eligibility for benefits under the Plan and to interpret the terms of the Plan. Anthem shall be deemed to have properly exercised such authority unless a Member proves that Anthem has abused its discretion or that its decision is arbitrary and capricious. Anthem is a fiduciary of the Plan only to the extent necessary to perform its obligations and duties as expressed in this Agreement and only to the extent that its performance of such actions constitutes fiduciary action. Anthem shall have no fiduciary responsibility in connection with any other element of the administration of the Plan. Anthem shall not act as the administrator of the Plan nor shall it have any fiduciary responsibility in connection with any other element of the administration of the Plan. Anthem shall charge Employer the fee described in Section 3.C of Schedule A for any independent review conducted pursuant to this provision.

d. Anthem shall have the authority, in its discretion, to institute from time to time, utilization management, case management, disease management or wellness pilot initiatives in certain designated geographic areas. These pilot initiatives are part of Anthem's ongoing effort to find innovative ways to make available high quality and more affordable healthcare services. A pilot initiative may affect some, but not all Members under the Plan. These programs will not result in the payment of benefits which are not provided in the applicable Benefits Booklet, unless otherwise agreed to by the Employer. Anthem reserves the right to discontinue a pilot initiative at any time without advance notice to Employer.

e. Anthem shall perform Claims prepayment analysis and recovery services as provided in Articles 4 and 13.

f. Anthem shall issue identification cards to Subscribers and/or Members, as applicable, and the content and design of the identification cards shall comply with BCBSA regulations.

g. Employer authorizes Anthem to use relevant Employer Claims and eligibility data to offer Medicare products as a replacement of Employer's Group Health Plan for Members.

h. Anthem shall provide Members and potential Members access to an online directory of Providers contracted with Anthem ("Provider Directories"). Members may also contact customer service for a listing of applicable Network Providers. Additionally, if applicable to Plan benefits, Anthem shall ensure that Members and potential Members have access to the BlueCard directory of Providers via a website sponsored by BCBSA.

i. Anthem reserves the right to make benefit payments to either Providers or Members at its discretion. Employer agrees that the terms of the Plan will include provisions for supporting such discretion in determining the direction of payment including, but not limited to, a provision prohibiting Members from assigning their rights to receive benefit payments, unless otherwise prohibited by applicable law.

j. If applicable to the Plan benefits and as indicated in Schedule A or B of this Agreement, Anthem may provide or arrange for the provision of the following managed care services:

    1. Conduct medical necessity review, utilization review, and a referral process, which may include, but is not limited to: (a) preadmission review to evaluate and determine the medical necessity of an admission or procedure and the appropriate level of care, and for an inpatient admission, to authorize an initial length of stay; (b) concurrent review throughout the course of the inpatient admission for authorization of additional days of care as warranted by the patient's medical condition; (c) retrospective review; and (d) authorizing a referral to a non-Network Provider. Anthem shall have the authority to waive a requirement if, in Anthem's discretion, such exception is in the best interest of the Member or the Plan, or is in furtherance of the provision of cost effective services under this Agreement.

    2. Perform case management to identify short and long term treatment programs in cases of severe or chronic illness or injury.

    3. Provide access to a specialty network of Providers if the Plan includes a specialty network. Anthem reserves the right to establish specialty networks for certain specialty or referral care.

    4. Provide any other managed care services incident to or necessary for the performance of the services set forth in this Article 2.

k. If applicable to the Plan benefits and as indicated in Schedule A or B of this Agreement, Anthem shall offer wellness programs and other programs to help Employer effectively manage the cost of care, and Employer shall pay fees for the programs selected by Employer only if such fees are indicated in Section 3(B) of Schedule A. Employer shall abide by all applicable policies and procedures of the programs selected, which may require Employer to provide requested information prior to Anthem initiating the service.

l. On behalf of Employer, Anthem shall produce and maintain a master copy of the Benefits Booklet and make changes and amendments to the master copy of the Benefits Booklet and incorporate any approved changes or amendments pursuant to Article 18(a) of this Agreement. Employer shall determine, in its sole discretion, whether Anthem has accurately produced the Benefits Booklet and has fully implemented the approved changes or amendments. Until Employer has approved the Benefits Booklet, Anthem will administer the quoted benefits according to Anthem's most similar standard Benefits Booklet language.

m. Anthem will provide Employer with Plan data and assistance necessary for preparation of the Plan's information returns and forms required by federal or state laws. Anthem shall prepare and mail all IRS Form 1099's and any other similar form that is given to Providers or brokers.

n. Anthem shall administer unclaimed funds associated with Paid Claims that are not processed through Inter-Plan Arrangements pursuant to unclaimed property or escheat laws and shall make any required payment and file any required reports under such laws. Inter-Plan Arrangement Paid Claims are processed according to the Host Blue's procedures and may be escheated to the state.

o. Unless otherwise agreed to by the Parties and specified in the Benefits Booklet, Anthem's standard policies and procedures, as well as Provider contracts, as they may be amended from time to time, will be used in the provision of services specified in this Agreement. In the event of any conflict between this Agreement and any of Anthem's policies and procedures, this Agreement will govern. In the event of any conflict between this Agreement and the Provider contracts, the Provider contracts will govern the rights and obligations as between the Parties and Providers.

p. This provision is intentionally omitted.

q. Select state laws require Employers to finance health related initiatives through residency-based assessments and/or surcharges added to certain Paid Claims. After Employer completes any applicable forms, Anthem shall make all assessment and/or surcharge payments on behalf of Employer to the appropriate pools administered by the respective states, based primarily upon Anthem's Paid Claims information and Member information provided to Anthem by Employer. Examples of such assessments and surcharges include, but are not limited to, the Massachusetts Health Safety Net Trust Fund, the New York Health Care Reform Act and the Michigan Health Insurance Claims Assessment Act.

r. Anthem shall provide required notices describing Member's rights under the Women's Health and Cancer Rights Act (WHCRA) upon a Member's enrollment and at least annually thereafter.

s. Anthem shall have the authority, in its sole discretion, to build and maintain its Provider network on its own behalf. In building and maintaining its Provider network, Anthem is not acting on behalf of or as an agent for any employer or member. Nothing in this Agreement shall be interpreted to require Anthem to maintain negotiated fees or reimbursement arrangements or other relationships with certain Providers or Vendors or to negotiate on behalf of or for the benefit of Employer or Employer's Members. Anthem will be solely responsible for acting as a liaison with Providers including, but not limited to, responding to Provider inquiries, negotiating contract language and negotiating rates with Providers or auditing Providers, and Employer agrees that it will be governed by the terms and conditions of these agreements.

t. If a catastrophic event (whether weather-related, caused by a natural disaster, or caused by war, terrorism, or similar event) occurs that affects Members in one or more locations, and such catastrophic event prevents or interferes with Anthem's ability to conduct its normal business with respect to such Members or prevents or interferes with Members' ability to access their benefits, Anthem shall have the right, without first seeking consent from Employer, to take reasonable and necessary steps to process Claims and provide managed care services in a manner that may be inconsistent with the Benefits Booklet in order to minimize the effect such catastrophic event has on Members. As soon as practicable after a catastrophic event, Anthem shall report its actions to Employer. Employer shall reimburse Anthem for amounts paid in good faith under the circumstances and such amounts shall constitute Paid Claims, even if the charges incurred were not for services otherwise covered under the Benefits Booklet.

u. Anthem shall submit any claim that is required to be filed under any stop loss policy issued by Anthem or an Anthem Affiliate. Anthem shall have no obligation to prepare or file any claim for excess risk or stop loss coverage under a policy not issued by Anthem or an Anthem Affiliate. Anthem shall provide Employer with Claims data pursuant to Article 11 of this Agreement if Employer chooses to file a claim under a stop loss policy issued by an entity other than Anthem or an Anthem Affiliate. Anthem shall assume no liability or responsibility to Employer if an unaffiliated stop loss carrier determines that a stop loss claim is not covered for any reason.

v. This provision is intentionally omitted.

w. If a Member is a Massachusetts resident, Anthem shall mail the Member any notices required by the Massachusetts Health Care Reform Act ("HCRA") reflecting coverage during the current and prior Agreement Period. If a Member works in Massachusetts for Employer, but resides in another State, Anthem will only provide such notices if Employer notifies Anthem at least 60 days prior to any notice deadline imposed by HCRA that such Member requires the HCRA notices.

x. Anthem is the responsible reporting entity ("RRE") for the Plan as that term is defined pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. In order to fulfill its RRE obligation, Anthem requires information from the Employer, including, but not limited to, Member Social Security Numbers. Employer shall cooperate with Anthem and timely respond to any request for information made by Anthem.

y. Anthem will provide Employer with Plan information and assistance necessary for the preparation of the Plan's Summary of Benefits and Coverage ("SBC") related to the elements of the Plan that Anthem administers. Employer is solely responsible for ensuring that the SBC accurately reflects the benefits Employer will offer and for finalizing and distributing the SBC to Subscribers. Notwithstanding the provisions in Article 18(a), if Employer's open enrollment period is at a time other than 30 days prior to the end of an Agreement Period, Employer agrees to provide Anthem with any changes to the benefits Anthem administers at least 60 days prior to the start of the open enrollment period.

z. Anthem generally receives Member telephone numbers from Employer through enrollment files or the online employer access portal. Telephone numbers are provided directly to Employer by Members with the understanding that Anthem may contact them, and Employer does not obtain telephone numbers through a service or a third party. Anthem may contact Members by telephone for clinical purposes, benefit related issues or to perform services under the Agreement. Telephone numbers may be updated periodically by Members, and Anthem will honor do not call requests. With regard to Anthem's use of Member telephone numbers, Employer agrees to retain Member enrollment records for a period of at least 4 years or as otherwise set forth in the Telephone Consumer Protection Act and, upon request, will provide such records to Anthem in a timely manner.

aa. Anthem shall provide reporting as indicated in Schedule B to assist with compliance under the Consolidated Appropriations Act.

ARTICLE 3 - OBLIGATIONS OF EMPLOYER

a. Employer shall furnish to Anthem initial eligibility information regarding Members. Employer is responsible for determining eligibility of individuals and advising Anthem in a timely manner, through a method agreed upon by the Parties, as to which employees, dependents, and other individuals are to be enrolled Members. Anthem reserves the right to limit the effective date of retroactive enrollment as indicated in Schedule A. Such retroactive enrollments shall be subject to Anthem's receipt of any applicable fees as indicated in Section 3 of Schedule A. Employer shall keep such records and furnish to Anthem such notification and other information as may be required by Anthem for the purpose of enrolling Members, processing terminations, effecting COBRA coverage elections, effecting changes in single or family coverage status, effecting changes due to a Member becoming eligible or ineligible for Medicare, effecting changes due to a leave of absence, or for any other purpose reasonably related to the administration of eligibility under this Agreement. Employer acknowledges that prompt and complete furnishing of the required eligibility information is essential to the timely, accurate, and efficient processing of Claims.

Employer shall notify Anthem on at least a monthly basis of the Subscribers, dependents, or other individuals that will be or have become ineligible for benefits under the Plan. Upon receipt of such notice, Anthem shall terminate coverage in accordance with the Benefits Booklet. Employer shall give Anthem advance notice, if possible, of any Member's expected termination and/or retirement. Anthem reserves the right to limit retroactive terminations as indicated in Schedule A. Anthem shall credit Employer applicable fee for such retroactive terminations as indicated in Section 3 of Schedule A.

If Anthem has paid Claims for persons no longer eligible, then Employer shall reimburse Anthem for all unrecovered Paid Claim amounts to the extent that the amounts have not already been paid by Employer and to the extent recoupment of such amounts has not been obtained by Anthem.

b. Employer has all discretionary authority and control over the management of the Plan, and all discretionary authority and responsibility for the administration of the Plan except as delegated to Anthem in Article 2(c) of this Agreement. Employer retains all final authority and responsibility for the Plan and its operation and Anthem is empowered to act on behalf of Employer in connection with the Plan only as expressly stated in this Agreement or as otherwise agreed to by the Parties in writing. Employer shall provide Anthem with timely, accurate and complete information necessary for any services administered by Anthem. Employer or its designee shall provide Anthem with timely, accurate and complete information necessary for any Anthem obligation under the Agreement.

c. It is understood and agreed that the provision of any notice, election form, or communication and the collection of any applicable premium or fees required by or associated with Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), or any other applicable law governing continuation of health care coverage, shall be the sole responsibility of Employer and not Anthem, except as otherwise agreed to in a written agreement between the Parties.

d. Employer is solely responsible for compliance with the Family and Medical Leave Act ("FMLA") and, to the extent applicable to Employers' wellness program(s), for compliance with the Americans with Disabilities Act, the Internal Revenue Code, federal and state nondiscrimination laws, and other federal and state laws and regulations governing wellness programs.

e. Employer agrees to and shall collect those contributions from Subscribers that are required by Employer for participation in the Plan. If Employer elects Anthem's stop loss coverage, Employer shall abide by Anthem's participation and contribution guidelines.

f. Unless otherwise agreed to by the Parties in writing, Employer shall prepare and distribute all notices or summaries of changes or material modifications to the Plan. Employer shall ensure that if it creates any documents that refer to benefits offered under the Plan, the documents will accurately reflect the terms of the Benefits Booklet.

g. To the extent that Medicare, Medicaid, the Veterans Administration or any other federal or state agency or entity asserts a reimbursement right against Employer, the Plan, or Anthem pursuant to that agency's or entity's rights under applicable law with respect to Claims processed by Anthem under this Agreement, the Employer shall be responsible for reimbursing Anthem any such amounts determined to be owed.

h. Employer shall give notice to Anthem of the expected occurrence of any of the following events (including a description of the event), with such notice to be given at least 30 days prior to the effective date of the event, unless such advance notice is prohibited by law or contract in which case, notice will be provided as soon as practicable:

    1. Change of Employer's name; or

    2. The sale or other transfer of all or substantially all of the assets of either Employer or any Employer Affiliates or the sale or other transfer of the equity of Employer or any Employer Affiliates, or;

    3. Any bankruptcy, receivership, insolvency or inability of Employer to pay its debts as they become due.

i. The Employer shall have the sole responsibility, in accordance with state or federal law, to develop procedures for determining whether a medical child support order is a "qualified" medical child support order. The Employer shall provide notice to Anthem once it has made such determination.

j. The Employer may request Anthem, on an exception basis, to process and pay Claims that were denied by Anthem or take other actions with respect to the Plan that are not specifically set forth in this Agreement or the Benefits Booklet. In such cases, any payments shall not count toward the stop loss accumulators under a stop loss agreement issued by Anthem, unless otherwise agreed to by Anthem. Anthem may charge Employer a processing fee that has been mutually agreed to by the Parties prior to the processing of the Claim. Anthem shall not be responsible for any liability associated with any act or omission undertaken at the direction of, or in accordance with, instructions received from the Employer under this provision.

ARTICLE 4 - CLAIMS PAYMENT METHOD

a. Employer shall pay or fund Paid Claims according to the Claims payment method described in Section 4 of Schedule A. Employer shall pay or fund such amounts by the Invoice Due Date. In addition, from time to time, the Parties acknowledge that Employer may request a review of the appropriateness of a Claim payment and, during the review period, Employer shall pay or fund such Claim.

b. The Parties acknowledge that, from time to time, a Claims adjustment may be necessary as a result of coordination of benefits, subrogation, workers' compensation, other third party recoveries, payment errors and the like, and that the adjustment will take the form of a debit (for an additional amount paid by Anthem) or a credit (for an amount refunded to Employer). The Parties agree that such Claims adjustment shall be treated as an adjustment to the Claims payment made in the billing period in which the adjustment occurs, rather than as a retroactive adjustment to the Claim in the billing period in which it was initially reported as paid. Any Claims credit may be reduced by a fee as indicated in Schedule A of this Agreement. In addition, a credit shall not be provided to Employer for a recovery related to a Claim that was covered under stop loss coverage provided by Anthem.

c. Employer acknowledges and directs Anthem to utilize offsetting and cross-plan offsetting to recover overpaid Claims from Network Providers. Offsetting and cross-plan offsetting will be conducted only in cooperation with non-Network Providers who have expressly agreed to such procedures and have agreed that members will be held harmless. Offsetting is the practice of Anthem recovering overpayments made to a Network Provider by withholding overpaid amounts from subsequent payments to be made to the same Network Provider. Cross-plan offsetting is the practice of Anthem recovering overpayments made to a Network Provider for one member by withholding the overpaid amount from subsequent payments to be made to the same Network Provider for another member, who receives benefits under a different group health plan for which Anthem pays the Claims on behalf of a different employer.

ARTICLE 5 - ADMINISTRATIVE SERVICES FEES

During the term of this Agreement, Employer shall pay Anthem the Administrative Services Fees, described in Section 3 of Schedule A. Employer shall pay the Administrative Services Fees and other fees authorized under this Agreement by the applicable Invoice Due Date according to the payment method described in Section 5 of Schedule A.

ARTICLE 6 - RENEWAL SCHEDULES

If Anthem offers to renew this Agreement at the end of an Agreement Period, then Anthem shall provide Employer with the terms and conditions of the proposed renewal in writing within the time period provided in Section 1 of Schedule A. Employer shall notify Anthem in writing of its selection from the renewal options by indicating its selection and signing Anthem's designated renewal form. If Anthem does not receive a signed acceptance of the renewal from Employer prior to the start of the next Agreement Period, Employer's payment of the amounts set forth in the renewal shall constitute Employer's acceptance of the terms. Anthem shall provide a revised Schedule A that will become part of this Agreement without the necessity of securing Employer's signature.

ARTICLE 7 - CLAIMS RUNOUT SERVICES

a. Claims Runout Services shall be provided for the period of time provided in Section 6 of Schedule A (the "Claims Runout Period"), except such Claims Runout services shall not be provided in the event that termination is due to non-payment pursuant to Article 19(a) of this Agreement. During the Claims Runout Period, the terms of this Agreement shall continue to apply. Anthem shall have no obligation to process or pay any Claims or forward Claims to Employer beyond the Claims Runout Period. Any amounts recovered beyond the Claims Runout Period shall be retained by Anthem as reasonable compensation for services under this Agreement. Anthem shall, however, return any recoveries for which Anthem had received monies, but had not processed the recovery prior to the end of the Claims Runout Period. In addition, Employer shall have no obligation to reimburse Anthem for any amounts paid by Anthem due to adjustments to Claims after the end of the Claims Runout Period.

b. The fee for providing Claims Runout Services during the Claims Runout Period, if applicable, is provided in Section 6 of Schedule A. Paid Claims and the fee for providing Claims Runout Services shall be invoiced and paid in the same manner as provided in Sections 4 and 5 of Schedule A, unless otherwise provided or agreed to in writing by the Parties.

ARTICLE 8 - LATE PAYMENT PENALTY

This Article is intentionally omitted.

ARTICLE 9 - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

a. Anthem's duties and responsibilities in connection with the requirements imposed by the Health Insurance Portability and Accountability Act ("HIPAA") and the Privacy, Security, Breach Notification and Standard Transactions regulations promulgated thereunder will be set forth in a separate Business Associate Agreement between the Parties. Business Associate is defined as a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a Covered Entity, as defined under 45 CFR 160.103. Business Associate Agreement (BAA) is defined as a legal contract that describes how Anthem, as a Business Associate, and Plan, as a Covered Entity, may use or disclose protected health information so that the Plan may comply with the applicable requirements of HIPAA and its regulations. Any reference in this Agreement to Business Associate or to Business Associate Agreement shall be considered to be capitalized.

b. In the event the Plan submits Claims or eligibility inquiries or any other HIPAA covered transaction as defined in 45 CFR Part 160 and 162 to Anthem through electronic means, the Plan and Anthem shall comply with all applicable requirements of HIPAA and the Plan and Anthem shall require any of their respective agents or subcontractors to comply with all applicable requirements of HIPAA.

ARTICLE 10 - PROPRIETARY AND CONFIDENTIAL INFORMATION

a. Each Party retains ownership of its Proprietary Information and Confidential Information (collectively "Information") and neither conveys ownership rights in its Information nor acquires ownership rights in the other Party's Information by entering into this Agreement or performing its obligations hereunder. Nothing in this Agreement shall impair or limit a Party's right to use and disclose its Information for its own lawful business purposes.

b. Each Party shall maintain the other Party's Information in strict confidence, and shall institute commercially reasonable safeguards to protect it.

c. Employer shall use and disclose Anthem's Information solely for the purpose of administering the Plan. Employer shall not, without Anthem's advance written consent, (1) use or disclose Anthem's Information, or reports or summaries thereof, for any purpose other than administering the Plan; (2) combine Anthem's Information with other data to create or add to an aggregated database that will or could be made available to any third party; (3) combine Anthem's Information provided for a particular purpose with Anthem's Information provided for another purpose; or (4) sell or disclose Anthem's Information to any other person or entity except as expressly permitted by this Article 10.

d. Employer may disclose the minimum amount of Anthem's Information necessary to Employer's stop loss carriers, consultants, auditors, and other third parties engaged by Employer (each a "Plan Contractor"), provided that: (i) each such third party needs to know such Information in order to provide services to Employer; (ii) the restrictions set forth in subsection c. of this Article 10 shall apply to each such third party as well as to Employer; and (iii) prior to such disclosure, each such third party shall enter into the confidentiality agreement attached hereto which shall be provided to third party by Employer for signature and returned to Anthem for countersignature by Anthem prior to the planned disclosure.

e. Upon termination of this Agreement, each Party shall return or destroy the other Party's Information or retain the Information in accordance with its reasonable record retention policies and procedures; provided; however that each Party shall continue to comply with the provisions of this Article 10 for as long as it retains the other Party's Information.

f. This Agreement shall not be construed to restrict the use or disclosure of information that: (1) is public knowledge other than as a result of a breach of this Agreement; (2) is independently developed by a Party not in violation of this Agreement; (3) is made available to a Party by any person other than the other Party, provided the source of such information is not subject to any confidentiality obligations with respect to it; or, (4) is required to be disclosed pursuant to law, order, regulation or judicial or administrative process, but only to the extent of such required disclosures and after reasonable notice to the other Party.

ARTICLE 11 - DATA REPORTS

a. Upon Employer's request and only as permitted by the business associate agreement entered into between the Parties, Anthem will provide Anthem's standard account reporting package. Prior to Anthem providing data or reports to Employer, the Parties must mutually agree to the types, format, content and purpose of the reports requested. If Employer requests from Anthem information that is not part of Anthem's standard account reporting package, and such request is approved by Anthem, Employer agrees to pay a mutually agreed upon charge to Anthem for such additional reports.

b. If Employer requests Anthem to provide a data extract or report to any Plan Contractor for use on Employer's behalf and Anthem agrees to do so: (i) to the extent such extract or report includes protected health information ("PHI") as defined in HIPAA, Anthem's disclosure of the PHI and Plan Contractor's subsequent obligations with respect to the protection, use, and disclosure of the PHI will be governed by Employer's applicable business associate agreements with Anthem and the Plan Contractor; and (ii) to the extent such data or report includes Anthem's Proprietary Information and/or Anthem's Confidential Information, Employer acknowledges and agrees that Plan Contractor shall be subject to the requirements set forth in Article 10 of this Agreement.

c. Employer agrees not to contact, or to engage or permit a Plan Contractor to contact on Employer's behalf, any health care Provider concerning the information in any reports or data extracts provided by Anthem unless the contact is coordinated by Anthem.

d. In addition to their unlimited rights to use Anthem's Proprietary Information and Confidential Information, Anthem and Anthem Affiliates shall also have the right to use and disclose other Claim-related data collected in the performance of services under this Agreement or any other agreement between the Parties, so long as: (1) PHI is de-identified in a manner consistent with the requirements of HIPAA; or (2) the data is used or disclosed for research, health oversight activities, or other purposes permitted by law; or (3) a Member has consented to the release of his or her PHI. The data used or disclosed shall be used for a variety of lawful purposes including, but not limited to, research, monitoring, benchmarking and analysis of industry and health care trends. Anthem may receive remuneration for PHI only if permitted by HIPAA.

ARTICLE 12 - CLAIMS AUDIT

a. At Employer's expense, Employer shall have the right to audit Claims on Anthem's premises, during regular business hours and in accordance with Anthem's audit policy, which may be revised from time to time. A copy of the audit policy shall be made available to Employer upon request.

b. If Employer elects to utilize a third-party auditor to conduct an audit pursuant to this Agreement and Anthem's audit policy, such auditor must be mutually acceptable to Employer and Anthem. Anthem will only approve auditors that are independent and objective and will not approve auditors paid on a contingency fee or other similar basis. Anthem reserves the right to charge a fee to Employer for expenditure of time by Anthem's employees in completing any audit. An auditor or consultant must execute a confidentiality and indemnification agreement with Anthem pertaining to Anthem's Proprietary and Confidential Information prior to conducting an audit.

c. Employer may conduct an audit once each calendar year and the audit may only relate to Claims processed during the current year or immediately preceding calendar year (the "Audit Period") and neither Employer nor anyone acting on Employer's or the Plan's behalf, shall have a right to audit Claims processed prior to the Audit Period. The scope of the audit shall be agreed to in writing by the Parties prior to the commencement of the audit.

d. Employer shall provide to Anthem copies of all drafts, interim and/or final audit reports at such time as they are made available by the auditor or consultants to Employer. Any errors identified as the result of the audit shall be subject to Anthem's review and acceptance prior to initiating any recoveries of Paid Claims pursuant to Article 13 of this Agreement. Anthem reserves the right to terminate any audit being performed by or for Employer if Anthem determines that the confidentiality of its information is not properly being maintained or if Anthem determines that Employer or auditor is not following Anthem audit policy.

e. An audit performed pursuant to this Agreement shall be the final audit for the Audit Period and for any prior Audit Period unless otherwise agreed to in writing by the Parties; however, Claims may be re-audited if Employer is required to conduct the audit by a government agency with which it has a contractual arrangement.

ARTICLE 13 - RECOVERY AND PREPAYMENT ANALYSIS SERVICES

a. Pursuant to the provisions of this Article 13(a), Anthem shall conduct recovery activities including review of Paid Claims processed under this Agreement (including during any Claims Runout Period) and audits of Provider and Vendor contracts. The purpose of these services is to determine whether Paid Claims processed under this Agreement have been paid accurately and identify recoveries that can be pursued. Anthem shall not be obligated to retain outside counsel or other third parties if Anthem's recovery efforts are not successful. If Anthem makes a recovery as a result of the services described in this Article 13(a), then Anthem shall receive a fee provided in Schedule A as compensation for its services and Employer will receive the remaining recovery amount.

   Anthem shall also engage in various Claims prepayment analysis activities. These activities analyze Claims after services are rendered by a Provider or Vendor but prior to Claims payment to determine whether the billing and Claims submission are accurate and are intended to prevent inaccurate payments from being made. If the amount charged to Employer as a Paid Claim is less than the amount that would have been charged to Employer absent the services described in this Article 13(a), then Anthem shall be entitled to receive the fee provided in Schedule A as compensation for its services. This fee shall only be charged where the prepayment analysis activities relate to a specific Claim(s).

b. Anthem may become aware of additional recovery opportunities by means other than those described in Article 13(a). Employer grants Anthem the authority and discretion in those instances to do the following: (1) determine and take steps reasonably necessary and cost-effective to pursue the recovery such as filing a proof of claim in a class action settlement, adjusting Claims by offsetting or cross-plan offsetting as described in Article 4, commencing litigation, opting out of or objecting to a proposed settlement, and/or engaging in settlement negotiations; (2) select and retain outside counsel when needed; (3) reduce any recovery obtained on behalf of the Plan by its proportionate share of the outside counsel fees and costs incurred during litigation or settlement activities to obtain such recovery; and (4) implement or effect any settlement of the Employer's and Plan's rights by, among other things, executing a release waiving the Employer's and Plan's rights to take any action inconsistent with the settlement.

c. During the term of this Agreement and any applicable Claims Runout Period, Anthem may pursue payments to Members by any other person, insurance company or other entity on account of any action, claim, request, demand, settlement, judgment, liability or expense that is related to a Claim for Covered Services ("Subrogation Services"). Anthem shall charge Employer a fee provided in Schedule A to this Agreement ("Subrogation Fee"). Any subrogation recoveries shall be net of the Subrogation Fee. Subrogation Fees will not be assessed on subrogation recoveries until they are received by Anthem and credited to Employer.

d. This provision is intentionally omitted.

e. In exercising its authority pursuant to this Article 13, Anthem shall determine which recoveries it will pursue or Claims that it will review prior to payment, and in no event will Anthem pursue a recovery if it reasonably believes that the cost of the collection is likely to exceed the recovery amount or if the recovery is prohibited by law or an agreement with a Provider or Vendor. Anthem will not be liable for any amounts it does not successfully recover or prevent from being paid based on Claims prepayment analysis activities. Anthem shall retain any recoveries it obtains as a result of its recovery services or audits if the cost to administer the refund is likely to exceed the amount of the refund. Employer further understands and agrees that Anthem shall have authority to enter into a settlement or compromise on behalf of the Employer and Plan regarding these recovery, subrogation and audit services, including, but not limited to, the right to reduce future reimbursement to Provider or Vendor in lieu of a lump sum settlement. Anthem may have contracts with Network Providers or Vendors or there may be judgments, orders, settlements, applicable laws or regulations that limit, under certain circumstances, Anthem's right to make recoveries or engage in Claims prepayment analysis activities. Anthem may, but is not required to, readjudicate Claims or adjust Members' cost share payments related to the recoveries made from a Provider or a Vendor. Anthem shall credit Employer net recovery amounts after deduction of fees and costs as set forth in this Article 13 not later than 150 days following the receipt of the total recovery amount. If Anthem does not credit Employer within 150 days of its receipt of the total recovery amount, Anthem shall pay Employer interest calculated at the Federal Reserve Funds Rate in effect at the time of the payment. In no event, however, will Anthem be liable to credit Employer for any recovery after the termination date of this Agreement and any Claims Runout Period, and Employer acknowledges and agrees that such sums shall be retained by Anthem as reasonable compensation for recovery services provided by Anthem.

ARTICLE 14 - PHARMACY BENEFITS AND SERVICES

This Article is intentionally omitted.

ARTICLE 15 - INTER-PLAN ARRANGEMENTS

This Article is intentionally omitted and replaced by the Inter-Plan Arrangements Schedule.

ARTICLE 16 - CLAIMS LITIGATION

a. For purposes of Articles 16 and 17 of this Agreement, "Claims Litigation" means a demand asserted or litigation, proceedings, or arbitration commenced, by a Member, Plan beneficiary or Network or non-Network Provider, or any individual or entity working on any of their behalf ("Claimant(s)"), regardless of how pled or how asserted, where the Claimant seeks to recover monetary damages (including but not limited to actual, compensatory, punitive or other damages), equitable relief, declaratory relief, attorneys' fees, costs, expenses, or other relief, in connection with Anthem's alleged failure to properly handle a request for Covered Services or to pay for all or any portion of Covered Services, including any allegations related to the sufficiency of the amount paid for all or any portion of a Covered Service. References to "Employer" in this Article 16 shall mean Employer or Plan or both as appropriate given the context.

b. Anthem shall direct the defense of any Claims Litigation brought against Anthem. If Employer (in addition to Anthem) is also a named party in the Claims Litigation, Anthem shall direct the defense of the Claims Litigation and the Employer will cooperate in defending against the Claims Litigation. Employer will direct the defense of the Claims Litigation where Anthem is not a named party. Unless there is a conflict that is not waived, in any of the above scenarios, if Anthem requests, Anthem and the Employer will enter a common interest and/or joint defense agreement to address the sharing of information and any other matters the Parties deem appropriate. Whether there is such a conflict or not, all other provisions of this Article 16 will continue to apply. Anthem shall provide notice of Claims Litigation to the Employer as soon as practicable; provided, however, that this notice obligation shall not apply to Claims Litigation brought by any Provider or to any Claims Litigation to which Employer is a named party.

c. For any Claims Litigation to which Anthem is a named party, Anthem will select and retain counsel for itself and, if Employer is also named, for the representation of Anthem and Employer contemplated by Article 16(b). If, at the outset or during such Claims Litigation, Employer and Anthem have a conflict of interest, the selected counsel shall represent Anthem only. Employer shall waive any conflict for such representation and retain separate counsel for Employer. Subject to Article 16(d), Employer will assume liability for payment of all reasonable attorneys' fees and costs incurred by Anthem and/or Employer in the defense of Claims Litigation.

d. If it is determined by the third-party decision maker in the Claims Litigation that Anthem failed to perform its responsibility to review and determine Claims for benefits under the Plan in a manner that is consistent with the standard of care in Article 17 of this Agreement, Anthem will assume liability for payment of its legal fees and costs.

e. Anthem is authorized to settle or compromise any Claims Litigation with the approval of Employer, which approval shall not be unreasonably withheld. Notwithstanding the above, settlements of reimbursement disputes brought by Providers do not require the approval of Employer.

f. Anthem is not an insurer of benefits under the Plan nor does it underwrite the risk or otherwise assume any risk for the payment of benefits under the Plan. Under all circumstances, Employer shall be liable to pay Plan benefits awarded or paid by settlement, judgment, or otherwise.

ARTICLE 17 - INDEMNIFICATION

This Article is intentionally omitted.

ARTICLE 18 - CHANGES IN BENEFITS BOOKLET AND AGREEMENT

a. Either Party reserves the right to propose changes to the provisions described in the Benefits Booklet by giving written notice to the other Party not less than 90 days prior to the start of an Agreement Period and such changes will be made to the Benefits Booklet as mutually agreed to in writing by the Parties. Either Party may also propose changes to the Benefits Booklet at a time other than the start of an Agreement Period and such changes will be made to the Benefits Booklet if mutually agreed to in writing by the Parties. Anthem's incorporation of the requested changes into the Benefits Booklet shall constitute Anthem's acceptance of the Employer's requested changes. If Anthem initiates the proposed changes and does not receive written notice from Employer prior to the effective date of the proposed changes that such changes are unacceptable, the changes shall be deemed approved by Employer and Anthem shall incorporate such changes into the Benefits Booklet.

b. If changes to the provisions of the Benefits Booklet are mandated as a result of a change to any applicable state or federal law, Anthem shall have the right to make such changes to the Benefits Booklet to comply with the law and shall provide written notice to Employer at least 30 days prior to the effective date of the change, unless the effective date specified in the law is earlier.

c. Anthem also reserves the right to change the Base Administrative Services Fee provided in Section 3(A) of Schedule A at a time other than the start of an Agreement Period upon the occurrence of one or more of the following events: (1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services to be provided by Anthem; (2) a change in ownership as described in Article 3(h) of this Agreement; (3) a change in the total number of Members resulting in either an increase or decrease of 10% or more of the number of Members enrolled for coverage on the date the Base Administrative Services Fee was last modified; (4) a change in Employer contribution as described in Article 3(e) of this Agreement; (5) a change in nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code; or (6) a change in applicable law that results in an increase in the cost or amount of administrative services from those currently being provided by Anthem under this Agreement. Anthem shall provide notice to Employer of the change in the Base Administrative Services Fee at least 30 days prior to the effective date of such change. If such change is unacceptable to Employer, either Party shall have the right to terminate this Agreement by giving written notice of termination to the other Party before the effective date of the change. If Employer accepts the proposed Base Administrative Services Fee, Anthem shall provide a revised Schedule A that will then become part of this Agreement without the necessity of securing Employer's signature on the Schedule.

d. In the event any action of any department, branch or bureau of the federal, state or local government is initiated or taken ("Action") against a Party to this Agreement and such Action materially and adversely affects that Party's performance of the obligations under this Agreement, the affected Party shall notify the other Party of the nature of the Action and provide copies of pertinent documents supporting the reason(s) for the Action. If a modification to the Agreement is needed as a result of the Action, the Parties shall meet within 30 days of the notice by the affected Party to the other Party and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes or eliminates the impact of the Action. If the Parties are unable to minimize or eliminate the impact of the Action, then either Party may terminate this Agreement by giving at least 90 days notice of termination. This Agreement may be terminated sooner if agreed to by the Parties or required by the government entity initiating or taking the Action.

e. No modification or change in any provision of this Agreement shall be effective unless and until approved in writing by an authorized representative of Anthem and evidenced by an amendment or new Schedule attached to this Agreement. If Anthem proposes such a modification or change, Anthem shall provide written notice to Employer at least thirty (30) days prior to the effective date of such change. The modification or change will be deemed accepted by Employer unless Anthem receives written notice from Employer prior to the effective date that such change is unacceptable. If Employer does not accept the proposed change, the Parties will meet and confer to reach agreement prior to implementation of such change.

ARTICLE 19 - TERMINATION AND/OR SUSPENSION OF PERFORMANCE

a. Notwithstanding any other provision of this Article, this Agreement automatically terminates, without further notice or action, if Employer fails to pay or fund any amount due under this Agreement within 7 days of the date of Anthem's notice to the Employer of a delinquent amount owed. Such termination shall be effective as of the last period for which full payment was made. In addition, this Agreement automatically terminates, without further notice or action, at the end of each Agreement Period unless Anthem offers to renew this Agreement and Employer accepts such offer of renewal pursuant to Article 6 of this Agreement. Upon termination of this Agreement, Employer shall remain liable for all payments due to Anthem under the terms of this Agreement. Notwithstanding the above, Anthem has the right to suspend performance of its obligations under this Agreement if full payment is not made by the Invoice Due Date. Anthem shall have no obligation to pay any Claims under the Agreement until all required payments have been paid in full.

b. If either Party fails to comply with any material duties and obligations under this Agreement other than payment of amounts due under this Agreement, the other Party shall have the right to: (1) terminate this Agreement by giving the non-compliant Party at least 60 days prior written notice of termination; or (2) upon written notice to the other Party, suspend performance of its obligations under this Agreement. Employer acknowledges and agrees that in the event it is the non-compliant Party, Anthem shall have no liability to any Member. Either Party, at its option, may allow the non-compliant Party to cure a breach of this Agreement and, upon acceptance in writing by that Party that a breach is cured, this Agreement may be reinstated retroactive to the date of the breach or suspension of performance. Notwithstanding any other provision of this Agreement, a Party may seek injunctive or other equitable relief from a court of competent jurisdiction should there be any unauthorized use or disclosure of Proprietary Information or Confidential Information by the other Party.

c. If there shall occur any change in the condition (financial or otherwise) of Employer or an Employer Affiliate that, in the reasonable opinion of Anthem, has a material adverse effect upon the validity, performance, or enforceability of this Agreement, on the financial condition or business operation of Employer (or Employer Affiliate), or on the ability of Employer to fulfill its obligations under this Agreement, then Anthem shall have the right to require Employer to provide adequate assurance of future performance, which may include a payment of a cash deposit, letter of credit, or other method of assurance acceptable to Anthem. Examples of such a change could include, but would not be limited to the actual, or Anthem's reasonable anticipation of: (1) any voluntary or involuntary case or proceedings under bankruptcy law with respect to Employer or an Employer Affiliate; (2) any receivership, liquidation, dissolution, reorganization or other similar case or proceeding with respect to Employer or an Employer Affiliate; (3) any appointment of a receiver, trustee, custodian, assignee, conservator or similar entity or official for Employer or an Employer Affiliate; or (4) any assignment for the benefit of creditors or sale of all or substantially all of Employer's assets or a key Employer Affiliate's assets.

   Any deposit amount shall be paid to Anthem within 30 days of the request or in such shorter time as agreed to by the Parties. The deposit amount shall not be paid with Plan assets, shall not be funded in any part by Member contributions, and shall not be paid from any segregated fund or from funds in which the Plan or any Member has a beneficial interest. The deposit amount shall be the property of Anthem, may be held in Anthem's general account, may be subject to satisfy the claims of Anthem's general creditors, and does not govern or limit the benefits available under the terms of the Plan. At the termination of this Agreement and designated Claims Runout Period, if any, the deposit amount, net of any outstanding fees or Claims amounts payable to Anthem, shall be returned to Employer. Any deposit amount returned to Employer under this Article 19(c) shall not include interest. Neither Employer, the Plan, nor any Member shall have any beneficial or legal ownership interest in any deposit amount paid pursuant to this Section.

   If such further assurance is required by Anthem, Anthem may, at any time after the date of notice to Employer of such requirement, suspend performance of its obligations under this Agreement until the date of receipt by Anthem of such adequate assurance without being liable to the Employer, the Plan or any Member for such suspension. If such adequate assurance is not received within 30 days of the request, Anthem may terminate this Agreement.

d. Subject to the provisions of Article 7 of this Agreement, if this Agreement terminates and Anthem makes payment of any Claim that would otherwise have been payable under the terms of this Agreement after the termination date, Employer shall be liable to reimburse Anthem for such Claim to the extent that the amounts have not already been paid by Employer. Employer also agrees to cooperate fully with Anthem in the coordination of pharmacy Claims with any successor pharmacy benefit manager.

e. Employer may terminate this Agreement at any time other than at the end of an Agreement Period by giving Anthem 90 days written notice of its intent to terminate.

f. In connection with the termination of this Agreement and upon Employer's request, Anthem shall provide reports that are part of Anthem's standard account reporting package at no extra charge. In no event shall Anthem be obligated to produce more than two sets of reports following the termination date of this Agreement. However Anthem shall have no obligation to provide the reports after the termination date of this Agreement if such termination is due to non-payment pursuant to Article 19(a) of this Agreement. In addition, Anthem shall also provide data extract files upon Employer's request for an additional fee mutually agreed to by the Parties.

ARTICLE 20 - LIMITATION ON ACTIONS AND GOVERNING LAW

a. No action by either Party alleging a breach of this Agreement may be commenced after the expiration of 3 years from the date on which the claim arose.

b. This Agreement shall be governed by, and shall be construed in accordance with the laws of Georgia but without giving effect to that state's rules governing conflict of laws.

ARTICLE 21 - NO WAIVER

No failure or delay by either Party to exercise any right or to enforce any obligation herein, and, no course of dealing between Employer and Anthem, shall operate as a waiver of such right or obligation or be construed as or constitute a waiver of the right to enforce or insist upon compliance with such right or obligation in the future. Any single or partial exercise of any right or failure to enforce any obligation shall not preclude any other or further exercise, or the right to exercise any other right or enforce any other obligation.

ARTICLE 22 - ASSIGNMENT AND SUBCONTRACTING

a. Unless it has first obtained the written consent of an officer of the other Party, neither Party may assign this Agreement to any other person. Notwithstanding the foregoing, Anthem may, with advance written notice to Employer, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of Anthem; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of Anthem, or in which all or substantially all of Anthem's assets are sold. Additionally, Employer may, with advance written notice to Anthem, assign, delegate, or otherwise transfer its rights and obligations hereunder, in whole, to (i) any affiliate of Employer; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation or reorganization of Employer, or in which all or substantially all of Employer's assets are sold, provided that such affiliate or other assignee presents, in Anthem's opinion, an equivalent or better financial status and credit risk. Either Party is required to provide advance written notice under this provision only to the extent permissible under applicable law and the reasonable terms of the agreement(s) governing such merger, acquisition, consolidation, reorganization, or asset sale. If advance written notice is not allowed, notice shall be provided as soon as practicable. Upon receipt of notice of an assignment of this Agreement, the other Party may terminate this Agreement by providing the assigning Party with 30 days advance written notice of termination. Any assignee of rights or benefits under this Agreement shall be subject to all of the terms and provisions of this Agreement.

b. Either Party may subcontract any of its duties under this Agreement without the prior written consent of other Party; however, the Party subcontracting the services shall remain responsible for fulfilling its obligations under this Agreement.

ARTICLE 23 - NOTICES

a. Any notice or demand pursuant to Articles 19 and 22 of this Agreement shall be deemed sufficient when made in writing as follows: to Employer, by first class mail, personal delivery, or electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of Anthem; to Anthem, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to the designated Anthem sales representative.

b. A notice or demand shall be deemed to have been given as of the date of deposit in the United States mail with postage prepaid or, in the case of delivery other than by mail, on the date of actual delivery at the appropriate address.

c. Employer shall be obligated to provide all notices to Members as may be necessary to effectuate any change in or termination of the Agreement.

ARTICLE 24 - ADMINISTRATION

a. Employer, on behalf of itself and its Members, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between Employer and Anthem, that Anthem is an independent corporation operating under a license with BCBSA permitting Anthem to use the Blue Cross and Blue Shield Service Marks in Georgia and that Anthem is not contracting as the agent of BCBSA. Employer further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to it for any of Anthem's obligations to Employer created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this Agreement.

b. Anthem is providing administrative services only with respect to the portion of the Plan described in the Benefits Booklet. Anthem has only the authority granted it pursuant to this Agreement. Anthem is not the insurer or underwriter of any portion of the Plan. Anthem has no responsibility or liability for funding benefits provided by the Plan, notwithstanding any advances that might be made by Anthem. Employer retains the ultimate responsibility and liability for all benefits and expenses incident to the Plan, including but not limited to, any applicable taxes that might be imposed relating to the Plan.

c. This provision has been intentionally deleted in its entirety.

d. Employer shall ensure that sufficient amounts are available to cover Claims payments, the monthly Administrative Services Fees, and other fees or charges.

ARTICLE 25 - ENTIRE AGREEMENT

a. The following documents will constitute the entire Agreement between the Parties: this Agreement, including any amendments and Schedules thereto, and the Benefits Booklet.

b. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that Employer has not signed the Agreement within 90 days of Employer's receipt of the Agreement, payment of Administrative Services Fees by Employer will be considered confirmation of acceptance of the terms.

c. This Agreement supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Agreement.

d. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, order, judgment or settlement, such provision shall be excluded from the Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

ARTICLE 26 - THIS ARTICLE IS INTENTIONALLY OMITTED

ARTICLE 27 – MISCELLANEOUS

a. Employer and Anthem are separate legal entities. Anthem is strictly an independent contractor. Nothing contained in this Agreement shall cause either Party to be deemed a partner, member, agent or representative of the other Party, nor shall either Party have the expressed or implied right or authority to assume or create any obligation on behalf of or in the name of the other Party through its actions, omissions or representations.

b. Except as may be explicitly set forth in this Agreement, nothing herein shall be construed as an implied license by a Party to use the other Party's name, trademarks, domain names, or other intellectual property. Neither Party shall use the name, trademarks, domain names, or any other name or mark of the other Party in any press release, printed form, advertising or promotional materials or otherwise, without the prior written consent of the other Party. In addition, Employer has no license to use the Blue Cross and/or Blue Shield trademarks or derivative marks (the "Brands") and nothing in the Agreement shall be deemed to grant a license to Employer to use the Brands. Any references to the Brands made by Employer in its own materials are subject to prior review and approval by Anthem.

c. Nothing contained herein shall cause either Party to be deemed an agent for service of legal process for the other Party.

d. Anthem or an Anthem Affiliate may enter into business arrangements with certain Network Providers and Anthem may have financial interest in such Network Providers through direct ownership, partnership, joint venture or other arrangements. The business arrangements may provide practice management or other services to Network Providers that are designed to promote a more effective and cost-efficient health care delivery system that emphasizes continuous improvement and increased patient access to high quality, cost-effective health care. Because of its ownership or financial interests in Network Providers, Anthem may share in the Network Provider's profits or other revenue. Any revenue received by Anthem in connection with these business arrangements shall be retained by Anthem.

e. The Parties acknowledge that Anthem, in making decisions regarding the scope of coverage of services under the Benefits Booklet, is not engaged in the practice of medicine. Providers are not restricted in exercising their independent medical judgment by contract or otherwise and do not act on behalf of, or as agents for, Anthem or the Plan.

f. In addition to any other provision providing for survival upon termination of this Agreement, the Parties' rights and obligations under Articles 10, 11, 12, 13, 16, 17, 19, 24, 25(a) and 25(c) shall survive the termination of this Agreement for any reason.

g. Each Party shall comply with all laws and regulations applicable to their respective duties and obligations assumed under this Agreement.

h. Anthem and Employer agree to the performance standards set forth in Schedule C and EXHIBIT C - PERFORMANCE GUARANTEES OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by affixing the signatures of duly authorized officers.

Augusta-Richmond County	Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield
By: _____	By: Robert Tan
Title: _____	Title: Vice President, Sales and Client Management
Date: _____	Date: October 9, 2023

INTER-PLAN ARRANGEMENTS SCHEDULE
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Inter-Plan Arrangement Schedule supplements and amends the Administrative Services Agreement and is effective as of January 1, 2023. In the event of an inconsistency between the applicable provisions of this Schedule, any other Schedule and/or the Agreement, the terms of this Schedule shall govern, but only as they relate to the Inter-Plan Arrangements. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

Out-of-Area Services

Overview

Anthem has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements". These Inter-Plan Arrangements operate under rules and procedures issued by BCBSA. Whenever Members access healthcare services outside the geographic area Anthem serves (the "Anthem Service Area"), the Claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the Anthem Service Area, Members obtain care from healthcare Providers that have a contractual agreement ("Participating Providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Members may obtain care from healthcare Providers in the Host Blue geographic area that do not have a contractual agreement ("Non-Participating Providers") with the Host Blue. Anthem remains responsible for fulfilling its contractual obligations to Employer. Anthem's payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that dental care, Prescription Drug or vision benefits may not be processed through Inter-Plan Arrangements.

If the Plan covers only limited healthcare services received outside of Anthem's Service Area, services other than those listed as Covered Services (e.g., emergency services) in the Plan will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Anthem. Providers providing such non-Covered Services will be considered Non-Participating Providers.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services outside the Anthem Service Area, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim

a. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Member liability on Claims for Covered Services will be based on the lower of the Participating Provider's Billed Charges or the negotiated price made available to Anthem by the Host Blue.

b. Employer Liability Calculation

The calculation of Employer liability on Claims for Covered Services will be based on the negotiated price made available to Anthem by the Host Blue. Sometimes, this negotiated price may be greater for a given service or services than the Billed Charges in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the Billed Charges, Employer may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Participating Provider, even when the contracted price is greater than the Billed Charges.

2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's Participating Provider contracts. The negotiated price made available to Anthem by the Host Blue may be represented by one of the following:

(i) An actual price. An actual price is a negotiated rate of payment in effect at the time a Claim is processed without any other increases or decreases; or

(ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

(iii) An average price. An average price is a percentage of Billed Charges in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its Participating Providers or a similar classification of its Participating Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific Claim and the actual amount the Host Blue pays to the Participating Provider. However, the BlueCard Program requires that the amount paid be a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or under-estimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. Upon termination, Employer will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

B. Negotiated Arrangements

With respect to one or more Host Plans, instead of using the BlueCard Program, Anthem may process Claims for Covered Services through negotiated arrangements. A negotiated arrangement is an agreement negotiated between Anthem and one or more Host Blues for any group health plan that is not delivered through the BlueCard Program ("Negotiated Arrangement").

In addition, if Anthem and Employer agree that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in Anthem's Negotiated Arrangement(s) with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Members access such network(s). In negotiating such arrangement(s), Anthem is not acting on behalf of or as an agent for Employer, the Plan or Members.

Member Liability Calculation

If Anthem has entered into a Negotiated Arrangement with a Host Blue, the calculation of Member cost-sharing will be based on the lower of either Billed Charges or negotiated price (refer to the description of negotiated price under Section A, BlueCard Program) that the Host Blue makes available to Anthem and that allows Members access to negotiated participation agreement networks of specified Participating Providers outside of Anthem's service area.

C. Special Cases: Value-Based Programs

Definitions

1. **Accountable Care Organization (ACO):** A group of Providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.
2. **Care Coordination:** Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.
3. **Care Coordinator:** An individual within a Provider organization who facilitates Care Coordination for patients.
4. **Care Coordinator Fee:** A fixed amount paid by a Host Plan to Providers periodically for Care Coordination under a Value-Based Program.
5. **Global Payment/Total Cost of Care:** A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient, such as outpatient, physician, ancillary, hospital services, and prescription drugs.
6. **Patient-Centered Medical Home (PCMH):** A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
7. **Provider Incentive:** An additional amount of compensation paid to a Provider by a Host Blue, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
8. **Shared Savings:** A payment mechanism in which the Provider and the payer share cost savings achieved against a target cost budget based on agreed upon terms and may include downside risk.
9. **Value-Based Program (VBP):** An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

Value-Based Programs Overview

Members may access Covered Services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to Anthem, which Anthem will pass directly on to Employer as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Employer via an enhanced Provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the Claim, they may be billed using a Per Member Per Month billing for Value-Based Programs incentives/Shared Savings settlements to accounts outside of the Claim system. Anthem will pass these Host Blue charges directly through to Employer as a separately identified amount on the Employer billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If the Agreement terminates, Employer will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees

Host Blues may also bill Anthem for Care Coordinator Fees for Provider services which Anthem will pass on to Employer as follows:

1. PMPM billings; or

2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

Anthem and Employer will not impose Member cost-sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If Anthem has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to Members, Anthem will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted above.

D. Non-Participating Providers Outside Anthem's Service Area

1. Allowed Amounts and Member Liability Calculation

Unless otherwise described in the Plan, when Covered Services are provided outside of Anthem's Service Area by Non-Participating Providers, Anthem may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount the Member pays for such services as deductible, copayment or coinsurance will be based on that allowed amount. Also, the Member may be responsible for the difference between the amount that the Non-Participating Provider bills and the payment Anthem will make for the covered services as set forth in this paragraph.

2. Exceptions

In certain situations, which may occur at Employer's direction, Anthem may use other pricing methods, such as Billed Charges, the pricing Anthem would use if the healthcare services had been obtained within Anthem's Service Area, or a special negotiated price to determine the amount Anthem will pay for services provided by Non-Participating Providers. In these situations, the Member may be liable for the difference between the amount that the Non-Participating Provider bills and the payment Anthem makes for the Covered Services as set forth in this paragraph.

E. Blue Cross Blue Shield Global Core®

General Information

If Members are outside the United States (hereinafter, "BlueCard Service Area"), they may be able to take advantage of Blue Cross Blue Shield Global Core® when accessing Covered Services. The Blue Cross Blue Shield Global Core is not served by a Host Blue. As such, when Members receive care from Providers outside the BlueCard Service Area, Members will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

Inpatient Services

In most cases, if Members contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Member paid in full at the time of service, the Member must submit a Claim to obtain reimbursement for Covered Services. Members must contact Anthem to obtain precertification for non-emergency inpatient services.

Outpatient Services

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard Service Area will typically require Members to pay in full at the time of service. Members must submit a Claim to obtain reimbursement for Covered Services.

F. Recoveries

Host Blues may conduct: (i) prepayment review activities including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits and (ii) recoveries of overpayments including, but not limited to, anti-fraud and abuse reviews, audits/healthcare Provider/hospital bill audits, credit balance audits, and utilization review refunds (collectively, for (i) and (ii), "Recoveries"). Recoveries will be applied, in general, on either a Claim-by-Claim or prospective basis. If Recoveries are passed on a Claim-by-Claim basis from a Host Blue to Anthem, they will be credited to Employer. In some cases, the Host Blue will engage a third party to assist in identification related to Recoveries, including collection of overpayments. Employer may be charged a fee for Recoveries as described in Schedule A.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, Anthem will request the Host Blue to provide full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements, and Care Coordination Fees or (c) would jeopardize the Host Blue's relationship with its Participating Providers, notwithstanding to the contrary any other provision of this Agreement.

G. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees or compensation are generally made effective January 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes resulting in an increase in fees paid by Employer, Anthem shall provide Employer with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Employer right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Employer fails to respond to the notice and does not terminate this Agreement during the notice period, Employer will be deemed to have approved the proposed changes, and Anthem will then allow such modifications to become part of this Agreement.

H. Fees and Compensation

Employer understands and agrees to reimburse Anthem for certain fees and compensation which Anthem is obligated under the applicable Inter-Plan Arrangements described in this Schedule to pay to the Host Blues, to BCBSA and/or to vendors of Inter-Plan Arrangement related services. The specific Inter-Plan Arrangement fees and compensation, including any administrative and/or network access fee that a Host Blue may charge under the BlueCard Program, a Negotiated Arrangement, and Blue Cross Blue Shield Global Core are charged to Employer are set forth in Section 7 of Schedule A to the Agreement. The various Inter-Plan Arrangement Fees and compensation may be revised from time to time as described in section G.

A description of the various Claim processing fees that may be listed on Schedule A is as follows:

Access Fee: The Access Fee is charged by the Host Blue to Anthem for making its applicable Provider network available to Members. The Access Fee will not apply to Non-Participating Provider Claims. The Access Fee is charged on a per Claim basis and is charged as a percentage of the discount/differential Anthem receives from the applicable Host Blue subject to a maximum of $2,000 per Claim. When charged, Anthem passes the Access Fee directly on to Employer.

Instances may occur in which the Claim payment is zero or Anthem pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Anthem will pay the Host Blue's Access Fee and pass it along directly to Employer as stated above even though Employer paid little or had no Claim liability.

Administrative Expense Allowance (AEA) Fee: The AEA Fee is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount is normally based on the type of Claim (e.g. institutional, professional, international, etc.) and can also be based on the size of group enrollment. When charged, Anthem passes the AEA Fee directly on to Employer.

Per Subscriber Per Month (PSPM) Fee: The PSPM Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA Fee. The PSPM dollar amount is charged on a per Subscriber per month basis by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. The dollar amount can also be based on the size of group enrollment. When charged, Anthem passes the PSPM Fee directly on to Employer.

Non-Standard AEA Fee: The Non-Standard AEA Fee is a financial arrangement negotiated between the Host Blue and Anthem and replaces all other fees, including the Access Fee and AEA Fee. The Non-Standard AEA is a fixed per Claim dollar amount charged by the Host Blue to Anthem for administrative services the Host Blue provides in processing Claims for Employer's Members. When charged, Anthem passes the Non-Standard AEA Fee directly on to Employer.

Central Financial Agency (CFA) Fee: The CFA Fee is a fixed dollar amount per payment notice and is paid by Anthem to the BCBSA. This fee applies each time Anthem receives an electronic payment notice from the CFA indicating that a Host Blue incurred Claim-related liability on Anthem's behalf and requesting that Anthem either approve or deny payment. When charged, Anthem passes the CFA Fee directly on to Employer. The CFA Fee supports ongoing operations of BCBSA programs and services, including but not limited to Blue Cross Blue Shield AXIS® Data Services, network solutions, and BlueCard Program-related applications.

Inter-Plan Teleprocessing System (ITS) Transaction Fee: The ITS delivery platform allows all Blue Cross and/or Blue Shield Licensees to connect with each other through a standardized system to facilitate the operation of Inter-Plan Arrangements. The ITS Transaction Fee applies each time a Claims transaction interchange occurs between Anthem and a Host Blue. When a Host Blue receives a Claim, it applies Provider pricing information, sets forth its discount and related savings and sends this information to Anthem electronically. Anthem then adjudicates the Claim, computes the approved Provider payment amount, calculates the AEA Fee and Access Fee, computes net liability and sends a response electronically to the Host Blue. The Host Blue then pays the Provider and issues an electronic payment notice to Anthem via the CFA. The ITS Transaction Fee is five cents per interchange and is paid to the BCBSA. For each Claim, there are a minimum of three interchanges, but there could be more depending on the complexity of the Claim. When charged, Anthem passes the ITS Transaction Fee directly on to Employer.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: Robert Fee

Title: Vice President, Sales and Client Management

Date: October 9, 2023

SCHEDULE A
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Schedule A shall govern the Agreement Period from January 1, 2023 through December 31, 2023. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules, and this Schedule A, the terms of this Schedule A shall control.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. January 1, 2023 to the end of the day of December 31, 2023.

Paid Claims shall be processed pursuant to the terms of this Agreement when incurred and paid as follows:

- Incurred from 01/01/2013 through 12/31/2023 and
- Paid from 01/01/2023 through 12/31/2023.

Anthem shall provide any offer to renew this Agreement at least 60 days prior to the end of an Agreement Period.

Section 2. Broker or Consultant Base Compensation

Medical

Broker or Consultant Fee is included in the Base Administrative Services Fee described in Section 3(A) of this Schedule A. Upon receipt of payment from Employer, Anthem shall remit payment to the broker or consultant designated by Employer.

Section 3. Administrative Services Fees

Change to Administrative Services Fees. In addition to the provisions in Article 18(c), Anthem reserves the right to change the Administrative Services Fees provided in this Section 3 of Schedule A during the Agreement Period based upon the occurrence of any of the following events:

- Employer's Member to Subscriber ratio is not within +/-5% of 2.03;
- Anthem is not the sole administrator for medical and pharmacy benefits under Employer's Plan;
- Employer's enrollment is not within +/-10% of 2,255 Subscribers;
- Employer moves any of the Plan benefits administered under this Agreement to another administrator or to a public or private exchange;
- A material reduction in Provider billed or published charges that results in a decrease in Anthem's discount of 10% or more;
- A change in law or regulation that materially impacts underwriting assumptions made at the time of the offer or renewal.

If Employer terminates the Pharmacy Services Schedule with PBM at any time, then Anthem shall have the right to amend the Administrative Services Fees indicated in Section 3 of Schedule A of this Agreement.

A. Base Administrative Services Fee

HMO

Base Administrative Services Fee:	$50.15	per Subscriber per month
Less Pharmacy Rebate Offset from Exhibit A to the Pharmacy Schedule:	($40.00)	per Subscriber per month
Total Administrative Services Fee After Offset:	**$10.15**	per Subscriber per month

Upon offer and acceptance of renewal, the Base Administrative Services Fee will be:

$50.15 per Subscriber per month from January 1, 2024 through December 31, 2024

$50.15 per Subscriber per month from January 1, 2025 through December 31, 2025

$51.62 per Subscriber per month from January 1, 2026 through December 31, 2026

Upon offer and acceptance of renewal, the Pharmacy Rebate Offset will be:

($40.00) per Subscriber per month from January 1, 2024 through December 31, 2024

($40.00) per Subscriber per month from January 1, 2025 through December 31, 2025

($40.00) per Subscriber per month from January 1, 2026 through December 31, 2026

POS

Base Administrative Services Fee:	$33.70	per Subscriber per month
Less Pharmacy Rebate Offset from Exhibit A to the Pharmacy Schedule:	($23.55)	per Subscriber per month
Total Administrative Services Fee After Offset:	**$10.15**	per Subscriber per month

Upon offer and acceptance of renewal, the Base Administrative Services Fee will be:

$33.70 per Subscriber per month from January 1, 2024 through December 31, 2024

$33.70 per Subscriber per month from January 1, 2025 through December 31, 2025

$34.55 per Subscriber per month from January 1, 2026 through December 31, 2026

Upon offer and acceptance of renewal, the Pharmacy Rebate Offset will be:

($23.55) per Subscriber per month from January 1, 2024 through December 31, 2024

($23.55) per Subscriber per month from January 1, 2025 through December 31, 2025

($23.55) per Subscriber per month from January 1, 2026 through December 31, 2026

Article 3(a) Retroactivity.

Notwithstanding anything to the contrary in the Agreement, Anthem reserves the right to limit the effective date of retroactive enrollment to a date not earlier than 60 days prior to the date the notice is received and Anthem reserves the right to limit retroactive terminations to a maximum of 60 days prior to the date the notice is received. Anthem reserves the right to not process Claims for retroactive additions beyond 60 days and to not pursue recovery of Claims for retroactive terminations beyond 60 days. Additionally, Anthem is not required to initiate recovery services if the Provider agreement or any law or regulation precludes recovery. Anthem shall credit per Subscriber per month and per Member per month Administrative Services Fees for each retroactive deletion up to a maximum of 60 days and shall charge Administrative Services Fees for each retroactive addition up to a maximum of 60 days.

B. Health and Wellness Program Fees

Enhanced Wellbeing Solutions Foundational Program: Included in Base Administrative Services Fee

Upon offer and acceptance of renewal, this fee will be:

Included in Base Administrative Services Fee from January 1, 2024 through December 31, 2024

Included in Base Administrative Services Fee from January 1, 2025 through December 31, 2025

Included in Base Administrative Services Fee from January 1, 2026 through December 31, 2026

C. Other Fees or Credits

Fee for Subrogation Services. The charge to Employer is 25% of gross subrogation recovery.

Fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities. The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prevention or prepayment analysis activities and the amount that was charged to Employer following performance of prevention or prepayment analysis activities. This includes, but is not limited to, COB, Host Blue activities, contract compliance, and eligibility. The fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities will not exceed $25,000.00 per Claim.

Fee for Independent Claims Review: $500.00 per independent review.

Fees and Costs for Independent Dispute Resolution. Notwithstanding anything to the contrary in the Agreement, Employer shall assume liability for payment of all fees and costs, including but not limited to arbitrator fees, charged to or paid by Anthem as part of independent dispute resolution processes.

Enhanced Personal Health Care Fee. A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member per month amount charged to Employer for the Provider performance bonus portion of the Enhanced Personal Health Care program. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

Capitation Fee. A capitation fee shall be charged for Anthem's oversight and care coordination of designated Members. Such fee shall be 20% of the capitated Provider payment. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

Discount Share. Employer agrees to pay an additional amount based on the difference between Billed Charges for Covered Services and the Negotiated Amount. The "Negotiated Amount" is the amount Anthem, an Anthem Affiliate and/or Host Blue is contractually obligated to pay a Network Provider under a negotiated reimbursement arrangement, before application of Member cost-share amounts, such as deductibles, copayments and coinsurance. Prescription Drug Claims, Payment Innovation Program payments and Claims paid on a capitated basis are all excluded from the fee calculation. In addition, Claims paid at the out-of-network level of benefits using the Traditional Network fee schedule are excluded from the fee calculation. The Discount Share is equal to: 2% per Claim, up to $5,000.00 per Claim. These charges are included in Paid Claims as claim related charges on the invoice and may not accumulate towards any stop loss policy amounts.

Non-Network Savings Fee. If Anthem or its Vendor negotiates with a non-Network Provider for Covered Services from the non-Network Provider, Employer will pay a fee equal to 50% of the difference between the non-Network Provider's Billed Charges and the amount Anthem uses to calculate Plan liability for the Covered Service (the "Plan Liability Amount"). In the case of facility-based Provider Claims, Plan Liability Amount will be based on the negotiated rate; if negotiations are not successful, the Plan Liability Amount shall be determined using a pricing tool. In the case of professional Provider Claims, Plan Liability Amount will be based upon the negotiated rate obtained by Anthem or its Vendor, if applicable (in the absence of successfully negotiated Claims, there will be no fee charged as the amount will be determined by the local Blue plan). These Claims will not be included in any Performance Guarantee calculations.

Unidentified Recoveries. Anthem shall retain any funds received through recovery processes that are paid to Anthem and, following good faith and reasonable efforts, cannot be tied to a specific Employer or Member.

Plan Program Credit. Anthem will provide a Plan Program Credit in the amount of $161,000.00. The Plan Program Credit only applies to expenses that are incurred and credited from January 01, 2023 through December 31, 2023 and, subject to Anthem approval, may be applied towards any combination of the following:

- Plan Communications
- Anthem health and wellness programs

The Plan Program Credit does not apply towards third party health and wellness programs, personnel costs, general consultant expenses, commissions, travel, office equipment and supplies, cash incentives, and programming expenses that are not directly related to the administration of health care benefits. Anthem may pay a third party directly for approved Plan Program Credit amounts upon written direction from Employer.

Integrated Engagement Services Preferred. Included in the Base Administrative Services Fee

Includes 5 integrations. Additional fees will be incurred for new integrations with non-Anthem vendors. To the extent any Carve-Out Administrators (as defined in the Integrated Engagement Services Preferred Schedule) charge Anthem a fee to access, send or process data, such fee will be passed through to Employer.

Integrated Engagement Services Preferred Early Termination Fee. Employer shall pay Anthem the early termination fee described below if Employer terminates the Integrated Engagement Services Preferred Schedule, before the identified time period has expired, for any reason other than Anthem's failure to comply with a material duty or obligation related to the administration of the Integrated Engagement Services Preferred Schedule. If Employer terminates the Integrated Engagement Services Preferred Schedule 12 months or less after that Schedule's Effective Date, Employer shall pay $60,000.00 to Anthem. If Employer terminates the Integrated Engagement Services Preferred Schedule more than 12 months but less than 24 months after that Schedule's Effective Date, Employer shall pay $30,000.00 to Anthem. No fee is assessed if Employer terminates the Integrated Engagement Services Preferred Schedule 24 months or more after that Schedule's Effective Date.

Fee for Non-Standard Payment Terms for Paid Claims. Under Anthem's standard payment terms, the Invoice Due Date as specified in the invoice is 3 business days or less from the date the invoice is sent. Employer has negotiated a non-standard payment arrangement whereby the Invoice Due Date set forth in the invoice will be 7 business days following the date that the invoice is sent. The fee for this arrangement is waived for this Agreement Period.

Fee for Non-Standard Payment Terms for Administrative Services Fees. Under Anthem's standard payment terms, the Invoice Due Date as specified in the invoice is 3 business days or less from the date the invoice is sent. Employer has negotiated a non-standard payment arrangement whereby the Invoice Due Date set forth in the invoice will be 7 business days following the date that the invoice is sent. The fee for this arrangement is waived for this Agreement Period.

Section 4. Paid Claims, Billing Cycle and Payment Method

A. Paid Claims

Paid Claims are described in Article 1-Paid Claims Definition of the Agreement.

B. Billing Cycle

Weekly

Anthem shall notify Employer of the amount due to Anthem as a result of Claims processed and paid by Anthem according to the billing cycle described above. The actual date of notification of Paid Claims and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities, unless otherwise indicated in Section 3(C) of this Schedule A.

C. Payment Method

ACH or Wire Transfer Reimbursement for Paid Claims. Employer shall deposit the amount due in a designated Anthem bank account by the Invoice Due Date. The deposit shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

Section 5. Administrative Services Fees Billing Cycle and Payment Method

A. Billing Cycle

Monthly List Bill (pay as billed)

Anthem shall notify Employer of the amount due to Anthem pursuant to Section 3 of Schedule A according to the billing cycle described above. The actual date of notification of amounts due and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

B. Payment Method

ACH or Wire Transfer Reimbursement. Employer shall deposit the amount due in a designated Anthem bank account by the Invoice Due Date. The deposit shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem's account no later than the next business day.

Section 6. Claims Runout Services

A. Claims Runout Period

Medical:

Claims Runout Period shall be for the 12 months following the date of termination of this Agreement.

B. Claims Runout Administrative Services Fee

Medical:

The fee for Claims Runout Services will be equal to 9% of Claims processed and paid by Anthem or through Inter-Plan Arrangements. Fees in Sections 3(B) and 3(C) of this Schedule A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, discount share fees, network access fees; or (ii) apply to the Agreement Period but were not billed during the Agreement Period, will be billed and payable during the Claims Runout Period. Payment is due to Anthem by the Invoice Due Date.

Section 7. Inter-Plan Arrangements

Certain fees and compensation are charged each time a Claim is processed through the BlueCard Program and include, but are not limited to, Access Fees, Administrative Expense Allowance Fees, Central Financial Agency Fees and ITS Transaction Fees. Other Inter-Plan Arrangement related fees that Anthem may charge include, but are not limited to, fees for BlueCross Blue Shield Global Core® Program services. These fees may be separately billed or included in Paid Claims. The extent to which these fees and compensation are (i) included in the Base Administrative Services Fee; or (ii) included in Paid Claims or separately billed to Employer is as follows:

BlueCard Fees

Access Fees and AEA will be included in the Base Administrative Services Fees for Claims incurred in the Anthem Service Areas for the following states: California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

Access Fees (Network Provider Claims only):

• 2.02% for 1,000 - 9,999 Blue PPO enrolled Subscribers of network savings, capped at $2,000.00 per Claim.

Administrative Expense Allowance Fees ("AEA") (Network Provider and Non-Network Provider Claims):

• Network Provider - $4.00 per professional Claim and $9.75 per institutional Claim for 1,000–49, 999 Blue PPO enrolled Subscribers.

• Non-Network Provider - $3.00 per Claim.

Central Financial Agency Fee ("CFA") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Claims):

• $0.35 per payment notice.

ITS Transaction Fee ("ITS") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Program Claims):

• $0.05 per transaction.

Blue Cross Blue Shield Global Core Fees

Administrative Expense Allowance Fee:

• $4.35 per Member-submitted Claim;

• $5.50 per professional Claim; and

• $18.55 per institutional Claim.

All other fees associated with the Blue Cross Blue Shield Global Core program, except the CFA and ITS Fees described above, are included in the Base Administrative Services Fee.

Section 8. Other Amendments. The Administrative Services Agreement is otherwise amended as follows:

Notice of Loss of Grandfathering Status

In the event Employer maintains a grandfathered health plan(s), as that term is used in the Patient Protection and Affordable Care Act ("PPACA"), Employer shall not make any changes to such plan(s), including, but not limited to, changes with respect to Employer contribution levels, without providing Anthem with advance written notice of the intent to change such plan(s). Making changes to grandfathered plans without notice to Anthem may result in the plan(s) losing grandfathered status and significant penalties and/or fines to Employer and Anthem. In the event Employer implements changes to its plan(s) and does not provide advance notice to Anthem, Employer agrees to indemnify Anthem according to the indemnification provisions set forth elsewhere in this Agreement for any penalties, fines or other costs assessed against Anthem.

Additionally, at each renewal after September 23, 2010, Employer shall affirm in writing, upon reasonable request of Anthem, that it has not made changes to its plan(s) that would cause the plan(s) to lose its/their grandfathered status.

If Employer loses grandfathered Plan status under PPACA and notifies Anthem of such loss no fewer than 90 days before the effective date of the change, Anthem will implement the additional group market (insurance) reforms that apply to non-grandfathered health Plans subject to the provisions of Article 18 of this Agreement.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: _____

Title: Vice President, Sales and Client Management

Date: October 9, 2023

SCHEDULE B
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Schedule B shall govern the Agreement Period from January 1, 2023 through December 31, 2023. For purposes of this Agreement Period, this Schedule B shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule B, the terms of this Schedule B shall control.

The following is a list of services that Anthem will provide under this Agreement for the Base Administrative Services Fee listed in Section 3(A) of Schedule A. These services will be furnished to Employer in a manner consistent with Anthem's standard policies and procedures for self-funded plans.

Anthem may also offer additional, optional services to Employer, and such services, whether or not purchased by Employer, are not included in the services set forth below in this Schedule B. By way of example and not limitation, Anthem may offer certain optional programs that include utilization management activities. In such event, the services associated with those programs are not included in the services described below. Services under Article 13 will only be pursued or performed for Claims associated with these programs or that would have been impacted by these programs if the programs are purchased by Employer. If Employer has purchased such services, those services and any additional fees are also listed in Schedule A.

SERVICES INCLUDED IN THE BASE ADMINISTRATIVE SERVICES FEE IN SECTION 3A OF SCHEDULE A

Management Services

Anthem's benefits and administration as described in this paragraph:

- Anthem definitions, and exclusions
- Anthem complaint and appeals process (One mandatory level of appeal, one voluntary level of appeal)
- Claims incurred and paid as provided in Schedule A, excluding activities related to Claim recovery
- Accumulation toward plan maximums beginning at zero on effective date
- Anthem Claim forms
- ID card
- Explanation of Benefits (Non-customized)

• Acceptance of electronic submission of eligibility information in HIPAA-compliant format
• Preparation of Benefits Booklet (accessible via internet)
• Account reporting - standard data reports
• Standard billing and banking services
• Plan Design consultation
• Employer eServices
  - Add and delete Members
  - Download administrative forms
  - View Member Benefits and request ID cards
  - View eligibility
  - View Claim status and detail
• Responsible Reporting Entity for the Plan
• Information for preparation of SBC

Claims and Customer Services

- Claims processing services
- Medicare crossover processing
- Employer customer service, standard business hours
- Member customer service, standard business hours
- 1099s prepared and delivered to Providers
- Residency-based assessments and/or surcharges and other legislative reporting requirements
- Member eServices
- Member identity theft and credit monitoring and identity repair

Care Management

- Health Care Management
  - Referrals
  - Utilization management
  - Case management
  - Anthem Medical Policy
- SpecialOffers
- Member Digital Tools

Networks

- Network Access and Management
- Online Provider directory

Other Services Required by Federal Law not Otherwise Specified in the Agreement (as of the applicable effective date)

- Advance explanation of benefits
- Member cost transparency tool access
- Continuity of care administration for Provider termination from the network
- Air ambulance Provider reporting
- Upon request, Anthem will provide the non-quantitative treatment limitation analysis for the standard services that Anthem provides under the Agreement. Anthem will also provide reasonable assistance to Employer in the event of a regulatory audit for compliance with the Mental Health Parity and Addiction Equity Act.
- Posting of machine readable files on a monthly basis for the services Anthem administers for the Plan on www.anthem.com
- Aggregated Consolidated Appropriations Act Section 204 reporting (currently referred to as RxDC reporting) as applicable for the services that Anthem provides under the Agreement. This reporting does not include the D1 Premium and Life Years report.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: Robert Fenn

Title: Vice President, Sales and Client Management

Date: October 9, 2023

SCHEDULE C
TO THE
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Schedule C provides certain guarantees pertaining to Anthem's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for the period from January 1, 2023 through December 31, 2023 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Schedule C and made a part of this Schedule C. This Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedules and this Schedule C, the terms of this Schedule C shall control. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Attachments to this Schedule C, the terms of the Attachments to this Schedule C shall control unless otherwise specified.

Section 1. **General Conditions**

A. The Performance Guarantees described in the Attachments to this Schedule C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:

1. Performance Category. The term Performance Category describes the general type of Performance Guarantee.

2. Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.

3. Measurement Period. The term Measurement Period is the period of time under which Anthem's performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.

4. Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.

5. Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.

B. Anthem shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Schedule C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem shall be based on Anthem's then current measurement and calculation methodology, which shall be available to Employer upon request.

C. Any audits performed by Anthem to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.

D. If the Parties do not have an executed Agreement, Anthem shall have no obligation to make payment under these Performance Guarantees.

E. Unless otherwise specified in the Attachments to this Schedule C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by Anthem or its Vendors.

F. If Employer terminates the Agreement between the Parties prior to the end of the Performance Period, or if the Agreement is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.

G. Anthem reserves the right to make changes to any of the Performance Guarantees provided in the Attachments to this Schedule C upon the occurrence, in Anthem's determination, of:

1. a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee;

2. an increase or decrease of 10% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Agreement;

3. a change in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.

Should there be a change in occurrence as indicated above and these changes negatively impact Anthem's ability to meet the Performance Guarantees, Anthem shall have the right to modify the Performance Guarantees contained in the Attachments.

H. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Schedule C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances which are beyond the control of Anthem, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.

I. Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.

J. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.

K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.

L. All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.

M. All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the Employer population.

Section 2. Payment

A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay Employer the amount set forth in the Attachment described under the Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees, which will occur annually unless otherwise stated in the Performance Guarantee.

B. Notwithstanding the above, Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement; or, (3) any applicable Stop Loss Policy

C. Notwithstanding the foregoing, Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement, in this Schedule C, and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments. Anthem shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, which expressly includes but is not limited to Employer or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.

D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

Section 3. Performance Guarantee Amounts at Risk

A. Amount at Risk

The total amount at risk for the below performance guarantees between Anthem and Augusta Richmond County shall not exceed the following:

- Operations Guarantees: 20% of Base Medical Administration fees
- Network Guarantees: 20% of Base Medical Administration fees

B. Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and Augusta Richmond County shall not exceed 40% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: Robert Fea

Title: Vice President, Sales and Client Management

Date: October 9, 2023

ATTACHMENT 1 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Operations Performance Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2023 through December 31, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties.

Performance Category	**Amount At Risk**
Claims Timeliness - (14 Calendar Days)	4% of Base Admin. Services Fees
Claims Financial Accuracy	4% of Base Admin. Services Fees
Claims Accuracy	2% of Base Admin. Services Fees
Average Speed to Answer	2% of Base Admin. Services Fees
First Call Resolution	2% of Base Admin. Services Fees
Member Satisfaction NPS	2% of Base Admin. Services Fees
Management Reports	2% of Base Admin. Services Fees
Account Management Satisfaction	2% of Base Admin. Services Fees
Total Amount At Risk – Operations	**20%**

Additional Terms and Conditions:

- For purposes of imposing penalties, measurement shall not begin until the start of the fourth month of the initial Agreement period for the following measures: Claims Timeliness, Claims Financial Accuracy, Claims Accuracy, Average Speed of Answer, and First Call Resolution.

- Performance will be based on the results of a designated service team/business unit assigned to Augusta Richmond County, unless the guarantee is noted as measured with Employer-specific Data.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Claims Timeliness (14 Calendar Days)	4% of Base Admin. Services Fees	A minimum of 90% of Non-investigated medical Claims will be processed timely. Non-investigated Claims are defined as medical Claims that process through the system without the need to obtain additional information from the Provider, Subscriber or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter, Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented. This will be measured with Employer-specific Data.	**Result** 90.0% or Greater 88.0% to 89.9% 86.0% to 87.9% 85.0% to 85.9% Less than 85.0%	**Penalty** None 25% 50% 75% 100%	**Measurement Period** Annual **Reporting Period** Annual
Claims Financial Accuracy	4% of Base Admin. Services Fees	A minimum of 99% of medical Claim dollars will be processed accurately. This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.	**Result** 99.0% or Greater 98.0% to 98.9% 97.0% to 97.9% 96.0% to 96.9% Less than 96.0%	**Penalty** None 25% 50% 75% 100%	**Measurement Period** Annual **Reporting Period** Annual

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
Claims Accuracy	2% of Base Admin. Services Fees	A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	**Result** / **Penalty** 97.0% or Greater — None 96.0% to 96.9% — 25% 95.0% to 95.9% — 50% 94.0% to 94.9% — 75% Less than 94.0% — 100%	**Measurement Period** Annual **Reporting Period** Annual
Average Speed to Answer	2% of Base Admin. Services Fees	The average speed to answer (ASA) will be 45 seconds or less. ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system.	**Result** / **Penalty** 45 seconds or less — None 46 to 48 seconds — 25% 49 to 51 seconds — 50% 52 to 54 seconds — 75% 55 or more seconds — 100%	**Measurement Period** Annual **Reporting Period** Annual
First Call Resolution	2% of Base Admin. Services Fees	A minimum of 85% of member calls will be resolved during the initial contact with no further follow up required. First Call Resolution is defined as member callers receiving a response to their inquiry during an initial contact with no further follow-up required. This Guarantee will be calculated based on the total number of members who receive a First Call Resolution divided by the total number of calls received into the customer service telephone system.	**Result** / **Penalty** 85.0% or Greater — None 83.0% to 84.9% — 25% 81.5% to 82.9% — 50% 80.0% to 81.4% — 75% Less than 80.0% — 100%	**Measurement Period** Annual **Reporting Period** Annual

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
Member Satisfaction – NPS	2% of Base Admin. Services Fees	This Guarantee establishes a Quality Benchmark transactional Net Promoter Score (NPS) of 40. Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be an improvement in the Net Promoter Score from the Baseline Period. The survey is conducted after a member contacts a customer service representative (CSR). Each member who completes a transaction with Anthem will be asked to provide a rating on a scale from 0 (Not at All Likely) to 10 (Extremely Likely) to a question that asks how likely the member would recommend Anthem to a friend or colleague based on the member's most recent transaction. The transactional Net Promoter Score will be calculated by subtracting the percentage of Detractors (members who provide a rating from 0 to 6) from the percentage of Promoters (members who provide a rating of 9 or 10). To determine the results for (i), Anthem shall compare the Net Promoter Score in the Measurement Period to the Quality Benchmark. The improvement for (ii) will be determined by comparing the Net Promoter Score in the Measurement Period to the Net Promoter Score in the Baseline Period. The Baseline Period is the equivalent time period preceding the Measurement Period. This will be measured with Employer-specific Data.	**Result** / **Penalty** Net Promoter Score increased / None If Net Promoter Score stayed to same or decreased AND is **Result** / **Penalty** 40 or Greater / None 39.0 to 39.9 / 25% 38.0 to 38.9 / 50% 37.0 to 38.9 / 75% Less than 37.0 / 100%	**Measurement Period** Annual **Reporting Period** Annual
Management Reports	2% of Base Admin. Services Fees	Standard automated reports will be made available to Employer by no later than 25 calendar days following the end of the month. The reports will include financial, utilization and clinical information. This will be measured with Employer-specific Data.	**Result** / **Penalty** Reports are late 1 month / None Reports are late 2 months / 25% Reports are late 3 or more months / 100%	**Measurement Period** Annual **Reporting Period** Annual

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
Account Management Satisfaction	2% of Base Admin. Services Fees	A minimum average score of 3.0 will be attained on the Account Management Satisfaction Survey (AMSS). A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only. If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be calculated as follows: 2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.	**Result** / **Penalty** 3.0 or higher — None 2.5 to 2.9 — 25% 2.0 to 2.4 — 50% Less than 2.0 — 100%	**Measurement Period** Annual **Reporting Period** Annual

ATTACHMENT 2 TO SCHEDULE C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Network Guarantees

This Attachment is made part of Schedule C and will be effective for the Performance Period from January 1, 2023 through December 31, 2023. This Attachment is intended to supplement and amend the Agreement between the Parties.

Performance Category	**Amount At Risk**
Network Provider Discount – Expected Discount 63.1%	20% of Base Admin. Services Fees
Total Amount At Risk - Network	**20%**

Additional Terms and Conditions

- This/These Guarantee(s) applies to following time periods:(Measurement Period)
  - Year 1: Claims Incurred from January 1, 2023 through December 31, 2023 and Paid from January 1, 2023 and through March 31, 2024.
- This Guarantee excludes the following Providers: Children's Healthcare Network.
- This Guarantee excludes the total Claims Charges for any Member that exceeds $150,000 in paid claims in the Measurement Period.
- Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur:
  - Anthem is no longer the sole administrator for Employer's Plan
  - Employer fails to maintain at least an average enrollment of enrollment of 2,022 Subscribers.
  - As previously mentioned, a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
  - Anthem will use Employer's service mix to determine a composite Network Discount. For example:

Service	**Proposed Discount Guarantee %**	**Actual Utilization at Policy Year End**	**Final Discount**
Inpatient	51.0%	30.6%	53.1%
Out Patient	55.0%	37.8%	54.2%
Professional	48.0%	31.6%	49.0%
Composite Discount*	51.6%	100.0%	52.22%
	*Composite Discount using Group Utilization		

<table>
<tr><th>Performance Category</th><th>Amount at Risk</th><th>Guarantee</th><th>Penalty Calculation</th><th>Measurement and Reporting Period</th></tr>
<tr>
<td>Network Provider Discount</td>
<td>20% of Base Admin. Services Fees</td>
<td>Anthem guarantees a minimum Network Provider Discount based upon the following Target Amounts: 58.4% Inpatient Hospital/ 70.0% Outpatient Hospital/ 56.8% Professional.

This Guarantee excludes the following Providers: Children's Healthcare Network. This Guarantee excludes the total Claims Charges for any Member that exceeds $150,000 in paid claims in the Measurement Period.

Eligible Claim Charges are defined as charges for Covered Services provided to Members enrolled in OA POS Plans. Eligible Claim Charges will be based on Anthem primary Claims only and will not include charges related to Prescription Drug Claims, Inter-Plan Program fees, state surcharges, Anthem Provider payment innovation programs or services rendered outside the United States. Allowed Amount is defined as the amount paid by Anthem to OA POS Network Providers on Eligible Claim Charges plus any Member Cost Shares.

This Guarantee will be calculated by dividing the OA POS Network Provider Allowed Amount by the OA POS Network Provider Eligible Claim Charges. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. This will be done for each service. Anthem will then apply Employer's actual utilization to both the actual discount and Target Amounts and then determine the difference between a composite result achieved versus the composite result based on the Target Amounts.

Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur:
• Anthem is no longer the sole administrator for Employer's Plan
• Employer fails to maintain at least an average enrollment of 2,022 Subscribers.</td>
<td>If Actual Results are lower than the final Guarantee by:

<table>
<tr><th>Result</th><th>Penalty</th></tr>
<tr><td>0-2%</td><td>None</td></tr>
<tr><td>2.1%-3.0%</td><td>25%</td></tr>
<tr><td>3.1%-4.0%</td><td>50%</td></tr>
<tr><td>4.1%-5.0%</td><td>75%</td></tr>
<tr><td>More than 5.0%</td><td>100%</td></tr>
</table>
</td>
<td><u>Measurement Period</u>
*This period applies to Claims incurred from January 1, 2023 through December 31, 2023 and Paid from January 1, 2023 and through March 31, 2024.

<u>Reporting Period</u>
Annual</td>
</tr>
</table>

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
		• The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee. Only Claims submitted to a Blue Cross and/or Blue Shield licensee for processing and adjudication shall be considered for purposes of this Discount Guarantee. This Guarantee assumes that, per the uniform data standard specifications released on 12/9/2020, Provider billed charge trend will be as follows: 6% inpatient, 7% outpatient and 4.5% professional. This Guarantee is subject to modification if actual billed charge trend falls below these amounts." This will be measured with Employer-specific Data.		

PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Pharmacy Benefits Administrative Services Schedule ("Pharmacy Services Schedule") is by and between Employer and CarelonRx, Inc., an Anthem Affiliate that will be referenced as the pharmacy benefits manager ("PBM") for the purposes of this Pharmacy Services Schedule. The Pharmacy Services Schedule supplements and amends the Agreement between the Parties and is effective from 1/1/2023 through 12/31/2027 (which, for purposes of this Pharmacy Services Schedule and its Exhibits, is defined as the "Agreement Period"). Description of the Pharmacy Services and applicable fees for such services are set forth in the Exhibits (the "Exhibits") to this Pharmacy Services Schedule and made a part of this Pharmacy Services Schedule. In the event of an inconsistency between the applicable provisions of this Pharmacy Services Schedule and the Agreement, the terms of this Pharmacy Services Schedule shall govern, but only as they relate to the Pharmacy Services. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Exhibits to this Pharmacy Benefits Schedule, the terms of the Exhibits shall control.

A. **Definitions**. The following definitions apply to this Pharmacy Services Schedule. Terms not otherwise defined in this Pharmacy Services Schedule shall have the same meaning as such term is otherwise defined in the Agreement.

- **Annualized Adjusted Prescription Drug Claims**. The annualized sum of the total number of: (i) retail Prescription Drug Claims with less than 84 days supply; (ii) retail Prescription Drug Claims with greater than or equal to 84 days supply multiplied by a factor of 3; (iii) mail order Prescription Drug Claims multiplied by a factor of 3; and (iv) Specialty Prescription Drug Claims.
- **Authorized Generics**. Prescription Drugs produced by brand pharmaceutical companies and marketed under a private label, at Generic Drug prices. Authorized Generics are identical to their Brand Drug counterpart in both active and inactive ingredients.
- **Average Wholesale Price (AWP)**. The benchmark price of a Prescription Drug based on the actual 11-digit National Drug Code ("NDC") for the product and package size on the date dispensed to a member as established and reported by Medi-Span or by another nationally recognized pricing source selected by PBM in its sole discretion.
- **Biosimilar Products**. Drugs that (a) are highly similar to a US-licensed referenced biological product, notwithstanding minor differences in clinically inactive components, where there are no clinically meaningful differences between the biological product and the reference product in terms of the safety, purity, and potency of the product; and/or (b) are approved pursuant to 42 USC Section 262(k) or any successor legislative provision thereto.
- **Brand MAC**. A multi-source Brand Drug that is included on the Maximum Allowable Cost ("MAC") list and paid at the MAC cost basis.
- **Brand Name Prescription Drugs or Brand Drugs.**Products for which the Medi-Span multi-source code field equals "M", "N,", or "O" as of the fill date for the dispensed NDC-11.
- **Branded Generic Claims**. Multi-source Brand Drugs that were billed to the Employer at the Generic Drug cost.
- **Compound Drug**. A mixture of two or more ingredients when at least one of the ingredients in the preparation is an FDA-approved Prescription Drug, excluding the addition of only water or flavoring to any preparation.
- **Covered Prescription Services**. A Covered Service that is Prescription Drugs or other pharmaceutical products, services or supplies dispensed by a pharmacy to a Member for which coverage is provided in accordance with the Member's Benefits Booklet.
- **Dispense As Written Claims With Code 1**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because substitution was not allowed by the Provider.
- **Dispense As Written Claims With Code 2**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the Member requested the Brand Drug.

- **Dispense As Written Claims With Code 3**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the pharmacist selected the Brand Drug.
- **Dispense As Written Claims With Code 4**. Claims where a Brand Drug was dispensed when a Generic Drug exists, because the Generic Drug was not in stock.
- **Dispense As Written Claims With Code 5**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the pharmacy dispensed the Brand Drug at the Generic Drug cost (also known as "House Generic Claims").
- **Dispense As Written Claims With Code 6**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because of an override.
- **Dispense As Written Claims With Code 7**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because the Brand Drug is mandated by state and federal laws and regulations.
- **Dispense As Written Claims With Code 8**. Claims where a Brand Drug was dispensed when a Generic Drug exists, because the Generic Drug is not available in the marketplace.
- **Dispense As Written Claims With Code 9**. Claims where a Brand Drug was dispensed when a Generic Drug is available, because of other non-specified reason.
- **Dispense As Written Claims**. Claims where a Brand Drug was dispensed when a Generic Drug exists and is available.
- **Dispensing Fee**. The amount paid for professional services rendered by a licensed pharmacist in dispensing Prescription Drugs.
- **Drug Rebates**. Drug Rebates as referenced herein shall include Medical Drug Rebates and/or Prescription Drug Rebates.
- **Formulary**. The list of Prescription Drugs or products (which may include over-the-counter drugs, supplies, devices, equipment, and other items such as disposable insulin syringes, and other diabetic supplies) developed, published, and revised from time to time by PBM.
- **Generic Dispensing Rate**. The total number of Generic Prescription Drug Claims received by PBM divided by the total number of Prescription Drug Claims received by PBM.
- **Generic Prescription Drugs or Generic Drugs.**Products with a Medi-Span multi-source code field equal to "Y" as of the fill date and are not otherwise defined as Brand Drugs or Specialty Drugs.
- **Ingredient Cost**. The component of the prescription price that represents the charge for the ordered Prescription Drug product, supply, or other product (excluding any Dispensing Fee, administrative fee, or taxes).
- **Limited Distribution Drugs**. Drugs supplied by a limited number of pharmacies as determined by the drug manufacturer. Multiple pharmacies wholly owned by an entity or affiliated shall be considered one pharmacy for purposes of this definition.
- **Mail Order Pharmacy**. A Network Pharmacy that provides Covered Prescription Services to Members via mailing or shipping utilizing the United States Postal Service and/or other common shipping carrier, including FedEx and/or United Parcel Service.
- **Manufacturer Administrative Fees**. Amounts received by PBM directly or indirectly from manufacturers for administering, allocating, and collecting Prescription Drug Rebates that are attributable to Prescription Drugs.
- **Medical Drug Rebates**. Rebates Anthem and/or PBM receives directly from pharmaceutical manufacturers for Claims for Prescription Drugs administered by Anthem and covered under the medical benefit portion of the Plan(s).
- **Most Favored Nations Limitations**. Government restrictions that preclude pharmacies from making pricing agreements with PBMs or others that are more favorable than those afforded to state-run programs, such as Medicaid.
- **Multi-Source Brand Drug**. A Brand Drug that is no longer subject to patent exclusivity and is available in both brand and generic form from more than one manufacturer or labeler.

- **Network Pharmacy or Network Pharmacies**. A Mail Order Pharmacy, Retail Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Covered Prescription Services to Members and has entered into a participating pharmacy Agreement with PBM or its Vendor to dispense Covered Prescription Services to Members.
- **New to Market Drug**. A Specialty Drug or product that is newly introduced for sale by pharmaceutical manufacturers and made available for dispense at pharmacies and shall be deemed as such for one hundred eighty (180) days following its NDC effective date.
- **Pharmacy Benefit Plan**. That portion of the Benefits Booklet that describes Covered Prescription Services that is administered by PBM. Pharmacy Benefit Plan coverage includes any deductible or co-insurance provided for under the Covered Prescription Services.
- **Powder Claims**. Claims for drugs where the dosage form, as identified by Medispan database or other nationally recognized pricing source selected by PBM in its sole discretion from time to time, is powder.
- **Prescription Drug**. Insulin and those drugs and drug compounds that are included in the U.S. Pharmacopoeia and that are required to be dispensed pursuant to a prescription or that are otherwise included on PBM's Formulary (e.g., certain over-the-counter drugs).
- **Prescription Drug Claim**. A Claim submitted to PBM for payment of Prescription Drug benefits that PBM invoices Employer for Prescription Drugs dispensed to Members by pharmacies. PBM's invoice shall be included as part of the invoice Anthem bills for other Paid Claims, as further set forth in the Agreement.
- **Prescription Drug Rebates**. Any rebate, Manufacturer Administrative Fees, and/or price protection payment associated with utilization that PBM receives and that is contingent upon and related directly to a Member's use of a Prescription Drug during the Agreement Period. Prescription Drug Rebates do not include any discount, price concession, or other direct or indirect remuneration PBM receives for the purchase of a Prescription Drug or for the provision of any products or services to manufacturer(s).
- **Retail Pharmacy**. A Network Pharmacy that provides Covered Prescription Services to Members at the point of sale or via delivery by an employee of the Network Pharmacy or contracted delivery courier. For purposes of clarification, delivery does not include mailing or shipping Covered Prescription Services to Members utilizing the United States Postal Service and/or other common shipping carrier, including FedEx and/or United Parcel Service.
- **Secondary Claims**. Claims where PBM is the secondary payer due to Coordination of Benefits (COB) with one or more other payers.
- **Single Source Generics**. Those Generic Drugs that are provided by three or fewer pharmaceutical manufacturers as defined at the GPI14 level or such Generic Drugs that are in the market with supply limitations or competitive restrictions.
- **Specialty Drugs**. Drugs dispensed from a Specialty Service Pharmacy and/or high-cost, injected, infused, oral, or inhaled medications (including therapeutic biological products) that are used to treat chronic or complex illnesses or conditions. Specialty Drugs may have special handling, storage, and shipping requirements, such as temperature control. Specialty Drugs may require nursing services or special programs to encourage patient compliance. The Specialty Drug list is a PBM developed and maintained list of Specialty Drugs and is modified by PBM from time to time.
- **Specialty Service Pharmacy**. A Network Pharmacy that provides Specialty Drugs to Members.
- **Specialty Starter Fill**. A prescription dispensed to Members who are initiating treatment on select medications for which: (a) the days' supply is typically limited to 15 days or less; (b) is a split fill; and (c) the NDC utilized for such medication is a specialty NDC.
- **Usual and Customary (U&C) Charge**. The amount a cash paying customer pays a pharmacy for a Prescription Drug. PBM shall require Network Pharmacies to submit the Usual and Customary Charges with all Claim submissions.
- **Zero Balance Claim**. A Claim where the Ingredient Cost plus Dispensing Fee plus tax is less than or equal to the Member cost share and the Member pays 100% of the Claim.

B. **Obligations of PBM.**

In addition to the services provided by Anthem under Article 2 of this Agreement, and if applicable to the Pharmacy Benefit Plan and as indicated in Exhibit B, PBM will provide the following pharmacy benefit management administrative and support services (the "Pharmacy Services"):

1. **Network Pharmacy Services.**

   a. PBM shall offer Employer access to a network of pharmacies that have entered into contractual arrangements with PBM or its Vendors under which such pharmacies agree to provide pharmacy services to Members and accept negotiated fees for such services ("Network Pharmacies"). PBM shall determine, in its sole discretion, which pharmacies shall be Network Pharmacies, and the composition of Network Pharmacies may change from time to time.

   b. PBM shall arrange for the dispensing of covered Prescription Drugs to Members through one or more networks of Network Pharmacies. If a Member obtains a covered Prescription Drug from a pharmacy that is not in the network, the Member shall be responsible for the total cost of the covered Prescription Drug. PBM's network will provide Members adequate access to the covered Prescription Drugs at the Network Pharmacies. Employer acknowledges that the availability of Prescription Drugs is subject to market conditions and that PBM cannot, and does not, assure the availability of any Prescription Drug from a Network Pharmacy.

   c. PBM and/or its Vendors shall perform periodic onsite or field audits of Network Pharmacies to ensure compliance with billing requirements as well as other terms and conditions of the Network Pharmacy agreements. PBM will pay Employer, or apply as a credit to invoices, one hundred percent (100%) of the amounts PBM recovers from these audits, minus a recovery fee as set forth in Exhibit A and, if applicable, Attachment 1 to Exhibit D. These audits are separate and distinct from daily Claims review audits, for which there is no additional fee and which are included in the list of services offered as part of the Pharmacy Administrative Services Fee as set forth in Exhibit B. Employer will be financially responsible for all expenses incurred in connection with audits of Network Pharmacies requested by Employer that are not required by applicable law.

   d. Pursuant to the terms of the contract between PBM and Network Pharmacy, no Network Pharmacy shall charge, collect a deposit from, or have any recourse against a Member for the covered Prescription Drugs other than applicable cost shares, including in the event of breach of the Agreement and/or this Pharmacy Services Schedule by Employer or insolvency of Employer. This provision shall survive the termination of the Agreement and/or this Pharmacy Services Schedule for any covered Prescription Drug provided to a Member prior to such termination.

   e. PBM shall offer Employer a Mail Order Pharmacy program through which Members may receive mail order covered Prescription Services. The Mail Order Pharmacy shall dispense Covered Prescription Drugs upon receipt from a Member of (i) a valid new or refill prescription order and (ii) applicable cost share. The covered Prescription Drug shall be mailed or shipped to the Member's address set forth in the eligibility file, or as appearing on the face of the prescription, so long as such address is within the United States. Additional fees for express mail, shipping or handling may be charged to Members. PBM may suspend such services to a Member if Member fails to remit any applicable cost share due.

   f. PBM shall offer Employer a specialty pharmacy program through which Members may receive specialty pharmacy drug services. PBM shall provide all necessary information and forms to Members to obtain these specialty Prescription Drug services.

   g. PBM shall operate a toll-free call center to respond to inquiries from Network Pharmacies regarding Pharmacy Services provided by PBM provided pursuant to this Pharmacy Services Schedule, including but not limited to technical and claims processing issues and Member eligibility verification ("Pharmacy Help Desk"). The Pharmacy Help Desk shall be available 24 hours a day, 7 days a week.

2. **Drug Formularies.**

   a. PBM will furnish and maintain a drug Formulary for use with the Pharmacy Benefit Plan, and PBM shall periodically review and update its Formulary. Employer shall adopt such Formulary as part of the design of the Pharmacy Benefit Plan. The drug Formulary will be made available to Members on PBM's web site and upon request may be provided to Employer in a mutually acceptable format for Employer's distribution to Members.

   b. PBM has placed certain Prescription Drugs on formularies that are developed through a process involving two committees, the Pharmacy and Therapeutics Committee ("P&T") and the Value Assessment Committee ("VAC"). The P&T examines the safety and efficacy of a Prescription Drug in comparison to similar drugs within a therapeutic class or used to treat a particular condition. The VAC examines member impact, provider impact, economics, law and regulations, and market dynamics as it determines tiering and utilization management edit placement of Prescription Drugs on the formularies in a manner consistent with the clinical determinations of the P&T.

   c. This provision is intentionally removed.

   d. If a Formulary exception process is included in the Employer's Plan design, in the event a Member or Provider believes that a Prescription Drug or supply not included on a Formulary is medically necessary to treat the Member's individual condition, the Member or Provider may request a coverage exception. In the coverage exception process, PBM will consider a variety of factors that include, but are not limited to, Prescription Drugs previously tried and failed by the Member to treat a particular diagnosis or condition, whether the Member is clinically stable on the Prescription Drug, and/or whether switching to a covered Prescription Drug would result in a clinically significant adverse reaction or other harm to the Member.

3. **Claims Processing Services.**

   a. PBM shall perform administrative services for Employer, including but not limited to, processing Claims with a Claims Incurred Date indicated in Section 1 of Exhibit A for Covered Prescription Services in accordance with the Pharmacy Benefit Plan. PBM will pay, on Employer's behalf, only Claims that are: (1) timely submitted by Network Pharmacies through PBM's point-of-sale service system; and (2) properly submitted by Members as requests for reimbursement for Covered Prescription Services. Employer may request PBM, on an exception basis, to process and pay Claims that were denied by PBM or take other actions with respect to the Pharmacy Benefit Plan that are not specifically set forth in this Agreement or the Benefits Booklet. PBM may honor such requests subject to system override capability and Employer paying a processing fee that has been mutually agreed to by the Parties.

   b. PBM will implement certain administrative overrides to authorize the dispensing of Prescription Drugs in response to certain requests that include but are not limited to requests for lost/stolen drugs and vacation supplies.

   c. PBM shall disburse to Member or Network Pharmacies payments that it determines to be due according to the provisions of the Pharmacy Benefit Plan.

   d. PBM shall provide notice in writing when a Member submitted Claim has been denied or a prior authorization request has been denied which notice shall set forth the reasons for the denial and the right to a full and fair review of the denial under the terms of the Pharmacy Benefit Plan and shall otherwise satisfy applicable law governing the notice of a denied Claim.

   e. Notwithstanding anything to the contrary in the Agreement, PBM will provide pharmacy Coordination of Benefits (COB) services as described in this provision if listed on Exhibit A and, if applicable, Attachment 1 to Exhibit D for the fee set forth on Exhibit A and, if applicable, Attachment 1 to Exhibit D. Employer shall be responsible for providing other party insurance liability information for Members on its eligibility file. If the eligibility file is provided by Employer and PBM determines that coverage under this Agreement is deemed secondary, the Member Claim will reject at point of sale and instruct the Member to submit the Claim to the third party payer that is deemed primary. PBM shall coordinate benefits with the third party payers as appropriate.

4. **Utilization and Clinical Management Programs.**

   a. PBM will provide a concurrent drug utilization program that assists pharmacies in identifying potential drug interactions, incorrect drug dosage, and inappropriate drug use and misuse. The program utilizes real-time Member health and safety protocols designed to monitor and screen each claim against the Member's Prescription Drug profile and is designed to help promote appropriate Prescription Drug use and help prevent adverse Member reactions. PBM shall make available to prescribing Providers, subject to such prescribing Providers' system capabilities, electronic access to Member eligibility; Prescription Drug Formulary status; Member medication history; a listing of Formulary alternative Prescription Drugs; and applicable cost share.

   b. PBM shall offer additional programs to help ensure clinically appropriate use of Prescription Drugs, and effectively manage the cost of care that may include but not be limited to drug edits (i.e. prior authorization, step therapy, quantity limits, and dose optimization), enhanced fraud waste and abuse program, and medication review. Employer shall pay fees for the programs selected by Employer as set forth on Exhibit A. Employer shall abide by all applicable policies and procedures of the programs selected that may require Employer to provide requested information prior to PBM initiating the service.

5. **General Provisions.**

   a. PBM shall assist Employer in determining whether its Prescription Drug benefit constitutes "creditable prescription drug coverage" as that term is used under the Medicare Part D laws (specifically, 42 C.F.R. 423.56). Unless otherwise agreed to by the Parties, Employer shall be solely responsible for communicating with Members regarding creditable prescription drug coverage matters.

   b. PBM shall make available a toll-free number staffed by adequately trained personnel to address Member questions.

   c. PBM will provide Employer with PBM's standard management and utilization reporting package in connection with the Pharmacy Services provided pursuant to this Pharmacy Services Schedule. At Employer's expense, PBM may prepare and provide custom and ad hoc reports within an agreed-upon time and format, at the rate set forth in Exhibit A of this Pharmacy Services Schedule, as applicable.

   d. PBM will provide Pharmacy Services in accordance with the Pharmacy Benefit Plan and the Plan document(s) adopted by Employer. The Pharmacy Services shall be procedural only and shall be performed by PBM within the framework of policies, interpretations, rules, practices, and procedures made, established, and provided in writing to PBM by Employer.

   e. PBM will maintain all licenses, permits, certifications, registrations, and other regulatory approvals required by law necessary for the performance of PBM's obligations pursuant to this Pharmacy Services Schedule.

   f. PBM will maintain at least one of the following accreditations during the term of the Agreement and this Pharmacy Services Schedule: (a) National Committee for Quality Assurance ("NCQA") certification; (b) Utilization Review Accreditation Commission ("URAC") Drug Utilization Management accreditation; and/or (c) such other NCQA certifications and URAC accreditations applicable to the Pharmacy Services provided hereunder.

   g. PBM shall not be responsible for any adverse consequences from Employer's request to change from one pharmacy benefit administrator to another pharmacy benefit administrator.

   h. PBM agrees to be bound by its obligations under HIPAA as a Business Associate under the same terms as entered into by Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield under its Business Associate Agreement with Employer.

C. **Obligations of Employer**. To the extent not already provided under Article 3 of this Agreement, Employer shall:

1. Provide PBM with timely, accurate and complete information necessary for PBM to provide the Pharmacy Services. PBM shall be under no obligation to verify the accuracy and completeness of information provided to it by Employer.

2. Provide accurate, timely, complete, and ongoing Member eligibility information to PBM using PBM's prescribed format and methods. Such information shall include, but shall not be limited to, the number and names of Members eligible for and covered under the Pharmacy Benefit Plan and any other information determined by PBM to be necessary to provide Pharmacy Services. PBM will load Member eligibility data no later than three business days after receipt from Employer. PBM will be entitled to rely on the accuracy and completeness of the Member eligibility data from Employer. Employer shall be solely responsible for any errors in Member eligibility data that Employer provides to PBM.

D. **Drug Rebate Management.**

1. During any Agreement Period, Employer shall not contract, directly or indirectly through a third party, with a manufacturer or any other third party for rebates, discounts, or other financial incentives on claims that are eligible for Prescription Drug Rebates under this Agreement. In the event that PBM determines such violation of this paragraph, Employer shall be deemed ineligible to earn Prescription Drug Rebates, the Drug Rebate Program will be suspended, and Employer shall be required to reimburse PBM for any Prescription Drug Rebates that were previously earned. If Employer fails to reimburse PBM for such Prescription Drug Rebates within 10 business days of PBM's request, PBM shall have the right to recover said amounts by offsetting such amounts against any amounts PBM owes Employer under this Agreement or any other agreement between Employer and PBM. Additionally, PBM may renegotiate the guarantees and/or any pricing terms of the Agreement.

2. Employer acknowledges and agrees that Prescription Drug Rebate amounts are subject to change for reasons including but not limited to:

   a. Prescription Drug Rebate eligibility is modified under an agreement between PBM and/or its Vendor and a manufacturer;

   b. laws and regulations affecting the distribution or the amount of Prescription Drug Rebates available or payable under such laws and regulations; or

   c. any action(s) or inaction(s) by manufacturer that impacts the availability or amount of Prescription Drug Rebate earned, that includes, but is not limited to, manufacturer's discontinuation of the covered Prescription Drugs.

   If any change set forth in (a) - (c) above occurs, PBM may provide written notice to Employer of such change as soon as reasonably practicable. In such event, PBM shall notify Employer and revise or eliminate such payment as of the effective date of the reduction or elimination of the Prescription Drug Rebate payment. Such reduction or elimination of the Prescription Drug Rebate payment shall result in either a change in the Base Administrative Services Fee as described in Article 18(c) of the Agreement or a change in the percentage of Prescription Drug Rebates retained by PBM.

3. PBM will use reasonable efforts to negotiate and collect Prescription Drug Rebates from manufacturers. PBM shall not be required to institute litigation to negotiate and collect Prescription Drug Rebates from manufacturers. If PBM or its designee does elect to bring suit to recover Prescription Drug Rebates from manufacturers, PBM shall be entitled to deduct all reasonable attorney's fees and other expenses incurred in such litigation prior to payment of the Prescription Drug Rebates to Employer. Neither Party shall be responsible to the other Party, its affiliates, directors, employees, agents, successors, or permitted assigns for any claim arising from: (i) any failure by a manufacturer to pay any Prescription Drug Rebates; (ii) any breach of an agreement relating to the transactions contemplated by or otherwise relating to this Agreement by any manufacturer; or (iii) any negligence or misconduct of any manufacturer.

4. In the event that PBM, its Vendor, and/or manufacturer identifies through audit or other means that Employer has received an overpayment or an erroneous Drug Rebate payment, Employer shall immediately refund such amounts. If Employer fails to do so, PBM shall have the right to recover said amounts by offsetting such amounts against any amounts PBM owes Employer under this Agreement or any other agreement between Employer and PBM.

5. Prescription Drug Rebates paid pursuant to the Agreement and Exhibit A of the Pharmacy Services Schedule are intended to be treated as "discounts" pursuant to the Federal Anti-Kickback Statute set forth at 42 C.F.R. § 1320a-7b and implementing regulations.

6. PBM shall continue to provide Employer its share of the Prescription Drug Rebates under this provision until the termination of this Agreement and any applicable Claims Runout Period. PBM shall provide a final report of the Prescription Drug Rebates received attributable to Employer's Plan after the end of the Claims Runout Period. Any Prescription Drug Rebates received by PBM after the end of the Claims Runout Period shall be retained by PBM.

7. Employer acknowledges and agrees that no Prescription Drug Rebates shall be paid pursuant to Exhibit A unless and until this Pharmacy Benefit Services Schedule is fully executed.

E. **Pharmacy Base Administrative Services Fees and Expenses**

1. Employer agrees to pay PBM fees for the Pharmacy Services as set forth on Exhibit A.

2. PBM's fees for the Pharmacy Services may be renegotiated in the event of substantial changes that would increase or decrease the obligations or costs of providing the Pharmacy Services, including but not limited to changes in the Pharmacy Benefit Plan, legislative changes, or postal rate changes. In addition to other rights set forth in Article 18(c) of the Agreement, PBM shall have the right to change the Pharmacy Base Administrative Services Fees or other fees provided in Exhibit A if: (a) PBM is no longer the sole provider of the Covered Prescription Services contemplated in this Pharmacy Services Schedule; (b) Employer implements an on-site pharmacy; or (c) a change in applicable law occurs resulting in an increase in the cost or amount of Covered Prescription Services under this Agreement. PBM shall provide notice to Employer of the change in the Pharmacy Base Administrative Services Fees at least 30 days prior to the implementation date of such change. Any change in the Pharmacy Base Administrative Services Fees will be effective as of the date the change occurs, even if that date is retroactive. If such change is unacceptable to Employer, either Party shall have the right to terminate this Pharmacy Services Schedule by giving written notice of termination to the other Party before the effective date of the change. If Employer accepts the proposed Pharmacy Base Administrative Services Fees, PBM shall provide a revised Exhibit A, and, if applicable, Schedule A, that will then become part of this Agreement without the necessity of securing Employer's signature on the Exhibit and, if applicable, Schedule.

3. If changes in the Pharmacy Benefit Plan are incompatible with existing systems and procedures and require PBM or its subcontractor to perform additional programming, reports, or services, such additional activities will be performed at the expense of Employer, if agreed to by PBM.

4. Employer shall be responsible for out-of-pocket production costs, travel expenses, and banking expenses incurred by PBM in carrying out implementation activities at the request of Employer.

5. PBM shall not provide or be responsible for the expenses or costs of services furnished by attorneys, actuaries, certified public accountants, investment counselors, or investment analysts, or for similar services performed for Employer. PBM shall not be authorized to engage such services or incur any expense or cost therefore without the written consent of Employer. In the event that such services are engaged by PBM at the written request of Employer, Employer shall be responsible for all costs and expense thereof, that shall be separately billed by the provider of the services or by PBM as incurred.

6. Employer agrees to pay PBM fees for Claims Runout Services described in Section 5 of Exhibit A of the Pharmacy Services Schedule.

F. **Audits.**

1. Unless otherwise provided for in this Section F of the Pharmacy Services Schedule, the parties acknowledge and agree that the Claims audit provisions set forth in Article 12 of the Agreement shall apply. However, in the event of any conflict between the Claims audit provisions in Article 12 of the Agreement and this Pharmacy Services Schedule, the terms and conditions of this Pharmacy Services Schedule shall govern with respect to the provision of Pharmacy Services.

2. Employer, must provide at least 60 days prior written notice to PBM of its intent to conduct an audit of PBM's performance under this Pharmacy Services Schedule to ensure compliance with the Agreement and applicable laws. The scope of an audit including time, place, type and duration of all audits must be reasonable, agreed to by PBM, and in accordance with PBM's audit procedures and guidelines. Onsite audits and access to claims processing systems will not be permitted.

3. Any Employer requests for a third party auditor to audit will constitute Employer's direction and authorization to PBM to disclose Employer-specific information, including Member information and PHI, to Employer's auditor. PBM will provide Employer's auditor with access to all applicable Employer-specific information reasonably necessary to determine the accuracy of Claims payments and verify PBM's performance under this Pharmacy Services Schedule, subject to PBM's third party confidentiality obligations; provided, however, any other documentation requested during the course of an audit not in the audit scope or necessary for the audit, will be provided at PBM's discretion.

4. Employer shall not be permitted to audit any contract between PBM, its Vendors, subcontractors, or manufacturers.

G. **Termination.** In addition to the provisions in Article 19 of this Agreement,

1. Either Party may terminate this Pharmacy Services Schedule by giving 90 days notice prior to the date of the termination.

2. This Pharmacy Services Schedule shall terminate on the date the Agreement is terminated unless otherwise agreed to by the Parties. If the Parties agree to continue the Pharmacy Services Schedule after termination, applicable provisions of the Agreement shall remain in effect until a new agreement is reached by the Parties.

3. This Pharmacy Services Schedule shall terminate on the effective date of any governmental body's action that prohibits all activities contemplated under this Pharmacy Services Schedule.

4. Following termination of only this Pharmacy Services Schedule, the remainder of the Agreement shall continue in full force and effect during the Agreement Period. Termination of this Pharmacy Services Schedule will not terminate the rights or obligations of either Party arising out of the period during which this Agreement was in effect.

5. In the event of termination of this Pharmacy Services Schedule, PBM shall not be responsible for notifying Members of such termination or of the procedure to be followed to retain or obtain Plan coverage.

6. Upon notice of termination of this Pharmacy Services Schedule for any reason other than for non-payment of amounts due under this Schedule, the Parties will mutually develop a transition plan that includes but is not limited to: (1) a schedule of transition activities and timelines for completion; (2) a detailed description of the respective roles of PBM and Employer; and (3) such other information and planning as necessary to ensure that the transition takes place according to an agreed upon schedule and with minimum disruption to Members. The transition plan shall be subject to written approval by both Parties.

7. Unless mutually agreed to in writing by the Parties, upon termination of this Pharmacy Services Schedule, Employer shall cease adoption and use of PBM's Formulary as part of its Plan and agrees that it shall not copy, distribute, or sell PBM's Formulary.

IN WITNESS WHEREOF, the Parties have executed this Schedule to be effective as of the Effective Date.

Augusta-Richmond County

By: _____

Title: _____

Date: _____

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: _____

Title: Vice President, Sales and Client Management

Date: October 9, 2023

CarelonRx, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT A - FEES & EXPENSES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Exhibit A shall govern the Agreement Period from 1/1/2023 through 12/31/2027 and is made part of this Pharmacy Benefits Administrative Services Schedule. This Exhibit is intended to supplement the Agreement between the Parties as it relates to Pharmacy Services only. In the event of an inconsistency between the applicable provisions of this Pharmacy Services Schedule and the Agreement, the terms of this Pharmacy Services Schedule shall govern, but only as they relate to Pharmacy Services. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. 1/1/2023 to the end of the day of 12/31/2027.

Paid Claims shall be processed pursuant to the terms of this Pharmacy Services Schedule when incurred and paid as follows:

- Incurred from 1/1/2023 through 12/31/2027 and
- Paid from 1/1/2023 through 12/31/2027.

PBM shall provide any offer to renew this Pharmacy Services Schedule at least 60 days prior to the end of an Agreement Period.

Section 2. Broker and Consultant Base Compensation

Not Applicable

Section 3. Pharmacy Administrative Services Fees

Change to Administrative Services Fees. The Administrative Services Fees in Section 3 of Schedule A of the Agreement and the Pharmacy Administrative Services Fees in Section 3 of Exhibit A may be changed during the Agreement Period based upon an event in Article 18(c) of the Agreement or Section E(2) of the Pharmacy Services Schedule.

A. Pharmacy Base Administrative Services Fee

Pharmacy Base Administrative Services Fee. The Pharmacy Administrative Services Fees shall also include a fee that will be charged monthly for services related to pharmacy benefits management including, but not limited to, pharmacy mail services, clinical services, and customer services. Such fee shall be:

- $1.25 per Prescription Drug Claim January 1, 2023 through December 31, 2023
- $1.25 per Prescription Drug Claim January 1, 2024 through December 31, 2024
- $1.25 per Prescription Drug Claim January 1, 2025 through December 31, 2025
- $1.25 per Prescription Drug Claim January 1, 2026 through December 31, 2026
- $1.25 per Prescription Drug Claim January 1, 2027 through December 31, 2027

B. Drug Rebate Allocation

1. PBM and/or its Vendor has negotiated programs with pharmaceutical manufacturers for drug rebates on certain Prescription Drugs dispensed to Members and has arranged for payments of such rebates to be made directly to PBM ("Drug Rebate Programs"). PBM has entered into such Drug Rebate Programs on its behalf and not on behalf of Employer, and therefore retains all rights, title, and interest to any and all actual Prescription Drug Rebates it receives from manufacturers and/or its Vendor. Such Drug Rebate Programs are not based solely on the Prescription Drug utilization of one Employer Plan, but rather are based on the Prescription Drug utilization of all individuals enrolled in PBM managed programs. The Prescription Drug Rebates are conditioned on certain Prescription Drugs being included on the Formulary that PBM requires Employer to adopt as part of its Plan. Employer shall be paid or credited a portion or the amount attributable to its actual or estimated value of Prescription Drug Rebates as described in Section 3(B) of Exhibit A.

2. PBM may receive Manufacturer Administrative Fees directly from pharmaceutical manufacturers. In addition, PBM may receive service fees from pharmaceutical manufacturers for providing services (e.g., Provider and Member education programs that promote clinically appropriate and safe dispensing and use of Prescription Drugs). For purposes of this Pharmacy Services Schedule, service fees received by PBM shall not be considered Prescription Drug Rebates. For purposes of this Pharmacy Services Schedule, Manufacturer Administrative Fees received by PBM shall be considered Prescription Drug Rebates.

3. Minimum Pharmacy Rebate Offset and Guarantee: PBM shall transfer to Anthem an amount that will be used by Anthem to reduce the Base Administrative Services Fee set forth in Section 3(A) of Schedule A. The amount of such offset, also referred to as the Pharmacy Rebate Offset is set forth in Section 3(A) of Schedule A. PBM shall reconcile each quarter the Pharmacy Rebate Offset that Employer received against the amount representing 100% of the actual Prescription Drug Rebates PBM has guaranteed in the Prescription Drug Rebate Performance Guarantee as defined in Exhibit C. If the actual Prescription Drug Rebate amount the PBM receives is greater than the Pharmacy Rebate Offset the Employer received from PBM, then PBM shall return the difference between the actual Prescription Drug Rebate amount and the Pharmacy Rebate Offset to the Employer. Provided, however, if the total Prescription Drug Rebates Performance Guarantee as defined in Exhibit C, exceeds the amount described herein, the PBM will pay the Employer the difference at annual true up.

4. Medical Drug Rebates.

   From January 1, 2023 through December 31, 2023:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

   From January 1, 2024 through December 31, 2024:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

   From January 1, 2025 through December 31, 2025:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

   From January 1, 2026 through December 31, 2026:

   PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

From January 1, 2027 through December 31, 2027:

PBM shall pay to Employer 100% of the Medical Drug Rebates earned through participation in the applicable pharmacy program and attributable to Employer's Plan subject to PBM's timely and actual receipt of payment and accompanying data from pharmaceutical manufacturers subject to any deduction for shared savings under Section 3(C) of this Exhibit A. The actual rebate amount will be determined by reconciling the Medical Drug Rebate amount payable against shared savings on an annual basis.

Employer shall not be eligible to earn Medical Drug Rebates as of the effective date of Employer elimination or reduction of any of the following pharmacy programs: Right Drug Right Channel - Pharmacy to Medical, Right Drug Right Channel - Medical to Pharmacy, Site of Care, and Medical Pharmacy Specialty Drug Review.

C. Other Fees or Credits

Fee for Pharmacy Prior Authorization. $55.00 per authorization.

Fee for Step Therapy. PBM shall charge a fee of $0.30 per pharmacy Claim.

Fee for Quantity Limits. PBM shall charge a fee of $0.55 per pharmacy Claim for applying frequency and quantity limits to certain Prescription Drugs.

Fee for Pharmacy Physician Review. $800.00 per review

Fee for Vaccine Administration. PBM shall charge a fee for the administration of vaccines at a retail pharmacy location of $2.50 per vaccine.

Fee for Custom Communications. PBM shall charge a fee of $2.00 per custom communication requested by the Employer.

Fee for Member-Submitted Claims. PBM shall charge a fee of $2.50 per Claim for each Member-submitted Claim.

Fee for Clinical Care Gap Outreach Program (Enhanced) (also referred to as Rx Care Nexus Program): PBM shall charge a fee of $0.60 per pharmacy Claim for additional clinical scope and chronic conditions managed, increased actionable interventions, and expansion of clinical programs such as: behavioral health management, adherence outreach, new start education, Formulary alternatives, primary non-adherence, and clinical safety and efficacy.

Fee for Specialty Cost Optimization. The charge to Employer for administration and management of the Specialty Cost Optimization Program is 50% of the shared savings attained through PBM's Specialty Cost Optimization Program capped at $0.50 PMPM. PBM's shared savings fee shall be deducted from the Medical Drug Rebate due Employer. In no event will PBM charge Employer a shared savings fee if the Medical Drug Rebate due to the Employer is less than the shared savings fee due to PBM.

Fee for Pharmacy Network Audit. The charge to Employer is 25.00% of the total amount recovered from periodic onsite or field audits of Network Pharmacies, including, but not limited to, audits to determine compliance with billing requirements and the terms and conditions of the Network Pharmacy agreements. These audits are separate and distinct from Claims processing and financial accuracy audits.

Fee for Employer Reporting – Base Package. PBM's Base Package is included at no cost and includes access to RxGuide (unlimited). All custom reporting requests will be charged at $150 per hour of time needed to generate customized ad hoc reports.

PBM Services Early Termination Fee. In consideration of the special pricing arrangements under this Agreement, Employer shall pay PBM an Early Termination Fee, as described below, if Employer terminates the pharmacy portion of the Plan before the end of the Performance Period (as defined in Exhibit C) for any reason other than PBM's failure to comply with a material duty or obligation related to the administration of pharmacy benefits under this Agreement.

The Early Termination Fee shall be calculated by multiplying $1.50 PSPM by (i) the average monthly Subscriber count for the 6 months immediately prior to termination; multiplied by (ii) the number of months remaining in the Performance Period. If Employer intends to terminate the pharmacy portion of the Plan before the end of the Performance Period, Employer must provide PBM with the required termination notice under Section G of the Pharmacy Services Schedule. In the event Employer terminates the pharmacy portion of the Plan before the end of the Performance Period, the applicable Early Termination Fee will be billed to Employer with the amount due within 30 days of the termination date.

Fee for Member Communications. PBM shall charge a fee of $1.30 per letter for the following programs:

- Non-FDA Approved Drug Block
- Re-Labeler Program
- Safety Communications/Drug Recalls and Withdrawals
- New Implementation Formulary Disruption Letters
- Commercial Formulary Member Notifications (Includes Newly Available Generic Notification When Required By Law)

Invoices for Prescription Drug Claims: When PBM invoices Employer for retail Network Prescription Drug Claims, the amount billed will reflect pricing that is equal to the amount that is paid to pharmacies for those Claims.

Pharmacy Plan Implementation Program Credit. PBM shall provide a credit totaling $50,000.00 to Employer for use from January 1, 2023 through December 31, 2023 as a credit to defray applicable implementation costs incurred. This full credit amount only applies if Employer's enrollment exceeds 2,255 Subscribers from January 1, 2023 through December 31, 2023. If enrollment is below 2,255 Subscribers, the credit amount decreases proportionally. After December 31, 2023, if enrollment is below 2,255 Subscribers, PBM shall not require that Employer refund any previously paid credits. For any applicable services outlined below that are provided by a vendor, Employer's request to PBM for application of credit for vendor's services must be accompanied by copies of vendor's invoices to Employer in order for PBM to apply a credit to Employer's weekly Claims invoice. PBM will not reimburse Employer's vendors directly. Services from a vendor that is a direct competitor of PBM are not eligible for reimbursement.

The credit can be used for the following implementation related purposes:

- Custom communication services provided by either PBM or an outside vendor;
- Implementation expenses;
- Claims audit equal to actual billed charges*;
- Clinical audit equal to actual billed charges*;
- Wellness programs purchased by Employer from PBM; or
- Additional reporting or data feeds equal to the actual billed charges.

Personnel expenses, programming expenses that are not directly related to administration of health care benefits and travel are not reimbursable. Employer acknowledges and agrees that PBM will report the payment or credit where required by law to do so.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, this Plan Implementation Program Credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Flat Fee - Plan Program Credit. PBM will provide a Plan Program Credit in the amount of $20,000.00. The Plan Program Credit is only available from 1/1/2023 through 12/31/2027 and, subject to PBM approval, may be applied towards any combination of the following:

- Plan Communications
- Wellness Programs
- Implementation Audit
- Claims Audit
- Additional Reporting or Data Feeds
- and Other – such as Innovation or Technology

The Plan Program Credit does not apply towards programming expenses that are not directly related to administration of health care benefits, personnel expenses, travel, and incentives.

Employer shall submit all requests for reimbursement under the Plan Program Credit noted above to PBM with documentation of Employer expenses and costs no later than thirty (30) days after the end of the then current contract year. PBM shall reimburse Employer within 30 days of receipt of Employer's request and supporting documentation. Any funds remaining sixty (60) days after the end of then current year in the Plan Program Credit allowance will be retained by PBM.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, this Plan Program Credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Unidentified Recoveries. PBM shall retain any funds received through recovery processes that are paid to PBM and, following good faith and reasonable efforts, cannot be tied to a specific Employer or Member.

Section 4. Pharmacy Administrative Services Fees and Paid Claims Billing Cycle and Payment Method

Billing cycles and payment methods are contained in Schedule A.

Section 5. Claims Runout Services

A. Claims Runout Period

Claims Runout Period shall be for the 12 months following the date of termination of this Pharmacy Services Schedule.

B. Claims Runout Administrative Services Fee

Pharmacy:

The fee for Claims Runout Services will be waived. Fees in Section 3(C) of this Exhibit A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, network access fees; or (ii) apply to the Pharmacy Services Schedule Period but were not billed during the Pharmacy Services Schedule Period, will be billed and payable during the Claims Runout Period. Payment is due to PBM by the Invoice Due Date.

IN WITNESS WHEREOF, the Parties have executed this Exhibit to be effective as of the pharmacy Agreement Period.

Augusta-Richmond County

By: _____

Title: _____

Date: _____

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. dba Anthem Blue Cross and Blue Shield

By: Robert Dean

Title: Vice President, Sales and Client Management

Date: October 9, 2023

CarelonRx, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT B - PHARMACY SERVICES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

The following is a list of standard services that PBM will provide under this Pharmacy Services Schedule for the Pharmacy Administrative Services Fees set forth on Section 3 of Exhibit A. These services will be furnished to Employer in a manner consistent with PBM's standard policies and procedures for self-funded plans. PBM may also offer services to Employer that have an additional fee. If Employer has purchased such services, those services and any additional fees are also set forth on Exhibit A.

Prescription Benefit Services

- Mail Order Pharmacy
- Specialty Pharmacy Services
  - Prescription eServices
  - Pharmacy locator
  - Online Formulary
- Point of sale Claims processing (not including pharmacy COB services)
- Mail Order Claims processing
- Mail Order call center with toll free number
- Mail Order regular shipping and handling
- Standard management reports
- Concurrent Drug Utilization Review (DUR) programs
- Retrospective DURs
- Pharmacy help desk with toll free number
- Daily Claims review audits of Network Pharmacies
- Assistance in determining "creditable prescription drug coverage" under Medicare Part D
- Integration of medical and pharmacy Claims data for proactive prior authorizations (i.e., a Member's diagnosis from medical Claims is incorporated into the pharmacy Claim system to seamlessly approve prior authorizations where diagnoses are required)

EXHIBIT C - PERFORMANCE GUARANTEES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Exhibit C provides certain guarantees pertaining to PBM's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for each year in the period from 1/1/2023 through 12/31/2027 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Exhibit C and made a part of this Exhibit C. This Exhibit shall supplement and amend the Pharmacy Benefits Administrative Services Schedule between the Parties. If there are any inconsistencies between the terms of the Agreement and this Exhibit C, the terms of this Exhibit C shall control. If there are any inconsistencies between the terms contained in this Exhibit, and the terms contained in any of the Attachments to this Exhibit C, the terms of the Attachments to this Exhibit C shall control.

Section 1. General Conditions

A. The Performance Guarantees described in the Attachments to this Exhibit C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:

1. Allocation. The term Allocation is the percent of total Amount at Risk to each Performance Guarantee.
2. Amount at Risk. The term Amount at Risk means the amount PBM may pay if it fails to meet the target(s) specified under the Performance Guarantee.
3. Measurement Period. The term Measurement Period is the period of time under that PBM's performance is measured, that may be the same as or differ from the period of time equal to the Performance Period.
4. Performance Category. The term Performance Category describes the general type of Performance Guarantee.
5. Reporting Period. The term Reporting Period refers to how often PBM will report on its performance under a Performance Guarantee.
6. Service Feature. The term Service Feature is a service standard stipulated and defined to be guaranteed.

B. PBM shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Exhibit C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by PBM shall be based on PBM's then current measurement and calculation methodology, that shall be available to Employer upon request.

C. Any audits performed by PBM to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.

D. If the Agreement is not executed, PBM shall have no obligation to make payment under these Performance Guarantees.

E. Unless otherwise specified in the Attachments to this Exhibit C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by PBM or its Vendors.

F. If Employer terminates the Agreement or the Pharmacy Services Schedule between the Parties prior to the end of the Performance Period, or if the Agreement or the Pharmacy Services Schedule is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.

G. Guarantees apply only as long as there are at least 61,164 Annualized Adjusted Prescription Drug Claims.

H. PBM reserves the right to make changes to any of the Performance Guarantees provided in the Attachments to this Exhibit C upon the occurrence, in PBM's determination, of any of the following:

1. a change to the Plan benefits or the administration of the Plan initiated by Employer that results in a substantial change in the services to be performed by PBM or the measurement of a Performance Guarantee;
2. an increase or decrease of 20.00% or more of the number of Members that were enrolled for coverage on the latter of the effective date or renewal date of this Pharmacy Services Schedule;

3. a failure by Employer to implement its responsibilities under the clinical management programs that are part of the Plan;
4. a failure by Employer to adopt the Formulary;
5. a change in the proportionate mix of Employer's retail and mail order Prescription Drug Claims of more than 20.00% (including but not limited to a change in the overall Members' percentage of usage of retail versus Mail Order Pharmacies);
6. a change in pharmacy utilization patterns of more than 20.00% (including but not limited to a change in the overall Members' percentage of usage of Brand Drugs versus Generic Drugs versus Specialty Drugs);
7. a change that results in PBM no longer being the exclusive source of Prescription Drug Rebates for Employer's Plan;
8. the determination that Employer has an on-site pharmacy with 340b designation or any such designation where the pharmacy receives upfront pricing discounts from pharmaceutical manufacturers, that was not disclosed or known by PBM as of the effective date of this Attachment to Exhibit C;
9. PBM is no longer the sole administrator for Employer's Prescription Drug Plan;
10. a government action or major change in pharmaceutical industry practices that eliminates or materially reduces the manufacturer Drug Rebate program; or
11. a failure by Employer to maintain the selected Formulary and applicable clinical edits or Employer has excepted Members from application of the selected Formulary and clinical edits that prevent full savings from accruing.
12. product offering decisions by drug manufacturers that result in: (a) a reduction of Prescription Drug Rebates, including the introduction of a lower cost alternative product which may replace an existing Brand Drug that is eligible for Prescription Drug Rebates; (b) an unexpected launch of a Brand Drug and/or Generic Drug; (c) unforeseen delays in expected Brand Drug and/or Generic Drug launches; or (d) a Brand Drug converted to over-the-counter ("OTC") status, recalled or withdrawn from the market.
13. A failure by Employer to maintain and implement a Plan design wherein non-preferred drugs have either a $15.00 higher Copayment or a 50% higher coinsurance (ex: preferred = 30%, non-preferred = 45%) than preferred Prescription Drugs.

Should there be a change in occurrence as indicated above and these changes negatively impact PBM's ability to meet the Performance Guarantees, PBM shall have the right to modify the Performance Guarantees contained in the Attachments.

I. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Exhibit C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances that are beyond the control of PBM, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, pandemics, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.

J. As determined by PBM, Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other Employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.

K. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.

L. Employer acknowledges and agrees that each Performance Guarantee will be measured based on the Measurement Period as described in the Attachments to this Exhibit C and prorated to account for Employer specific Effective or renewal dates when measured using aggregated data. The Performance Guarantee will begin on the Employer Effective Date. However, if the Employer terminates the Pharmacy Benefits Schedule before the end of a Measurement Period, the Performance Guarantee measured will be based on the entire Measurement Period during which the termination occurred.

Section 2. Payment

A. If PBM fails to meet any of the obligations specifically described in a Performance Guarantee described in the Attachments to this Exhibit C, PBM shall pay Employer the amount set forth in the Section describing the Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees that will occur annually unless otherwise stated in the Performance Guarantee.

B. Notwithstanding the above, PBM has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Exhibit C against any amounts owed by Employer to PBM under: (1) any Performance Guarantees contained in the Attachments to this Exhibit C; or (2) the Agreement.

C. Notwithstanding the foregoing, PBM's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement and the Pharmacy Schedule, in this Exhibit C and the Attachments, including providing PBM with the information or data required by PBM in the Attachments. PBM shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts PBM's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, that expressly includes but is not limited to Employer or its vendor's failure to timely provide PBM with accurate and complete data or information in the form and format expressly required by PBM.

D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.

E. PBM shall reconcile the Pricing Performance Guarantees described in Attachment 1 to Exhibit C on an annual basis, calculated in accordance with Section 4 of this Exhibit C. The reconciliation for each year of the Performance Period will be submitted to Employer within 90 days after the end of the Measurement Period and any resulting value shortfall shall by paid by PBM to Employer within 30 days following submission of the reconciliation report.

F. PBM shall pass through rebate amounts guaranteed by PBM as described in Attachment 1 to Exhibit C on a quarterly basis in accordance with Section 3 of this Exhibit C to Employer within 120 days after the end of the calendar quarter. PBM will pass through additional collections from prior quarters in subsequent quarterly disbursements. PBM shall reconcile the Performance Guarantees for each rebate Performance Guarantee described in Attachment 1 to Exhibit C on an annual basis, calculated in accordance with Section 3 of this Exhibit C. The reconciliation for each Measurement Period will be submitted to Employer within 10 months following the end of the Measurement Period and any resulting value shortfall shall be paid by PBM to Employer within 30 days following the reconciliation. Prescription Drug Rebates collected post annual reconciliation attributable to the reconciled Measurement Period shall be retained by PBM.

Section 3. Prescription Drug Rebate Performance Guarantees

A. Any payment due to Employer under a rebate Performance Guarantee will be offset by favorable results achieved in any other rebate Performance Guarantee.

B. This Performance Guarantee will be determined by comparing the total Prescription Drug Rebates Performance Guarantee to the Prescription Drug Rebates credited to the Employer pursuant to the Pharmacy Services Schedule and Section 3(B) of Exhibit A. If the total Prescription Drug Rebates Performance Guarantee exceeds the Prescription Drug Rebates credited to the Employer, PBM will credit Employer the difference.

C. For purposes of these Performance Guarantees, the following Claims will not be included in the calculation:

- Medicare Part D Claims;
- 340B Claims;
- Vaccines
- Supplies;
- Prescriptions filled through the Employer's on-site pharmacy;
- Single Source Generics;
- Compound Drugs;
- Authorized Generics;

- Brand MAC;
- Over-the-counter ("OTC") drugs;
- Member-submitted Claims;
- Coordination of Benefits (COB)/ Secondary Claims;
- Limited Distribution Drugs;
- New to Market Drugs;
- Biosimilar Drugs;
- Out-of-Network Claims;
- Indian Health Claims;
- Long Term Care Claims;
- IV Infusion Drugs
- Military VA Claims;
- Non-Formulary Claims;
- Multi-Source Brands;
- Specialty Drug Starter Fill;

D. The Parties acknowledge and agree that Prescription Drug Rebate Guarantees may be revised in the event of product offering decisions by drug manufacturers that result in: (a) a reduction of Prescription Drug Rebates, including the introduction of a lower cost alternative product which may replace an existing rebatable Brand Drug; (b) an unexpected launch of a Brand Drug and/or Generic Drug; (c) unforeseen delays in expected Brand Drug and/or Generic Drug launches; or (d) a Brand Drug converted to over-the-counter ("OTC") status, recalled or withdrawn from the market.

- A change in Employer's ERISA status or failure of Employer to provide accurate ERISA status.

E. Prescription Drug Rebate Guarantees do not apply to Paid Claims processed through institutional, hospital or staff model/hospital pharmacies where the pharmacy, most likely, has its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.

F. COVID test kits, COVID anti-viral medication and COVID vaccines are excluded from the Prescription Drug Rebate Guarantees under this Pharmacy Services Schedule.

Section 4. Prescription Drug Pricing Performance Guarantees

A. To determine any payment due to Employer under these Prescription Drug Pricing Performance Guarantees, each Performance Guarantee is calculated based on the Prescription Drugs that were paid during the Measurement Period for:

- Retail pharmacy
- Mail Order
- Retail 90
- Specialty Drugs

(each such subset of Paid Claims for Prescription Drugs is referred to as a "Pricing Guarantee Category").

Each guarantee within a Pricing Guarantee Category is then compared to the sum of appropriate portion of the Paid Claims for Prescription Drugs plus any Member cost shares associated with each Performance Guarantee within that Pricing Guarantee Category. Paid Claims for Prescription Drugs include Ingredient Costs plus Dispensing Fees. Therefore, Paid Claims for Prescription Drugs dispensed by a Retail Pharmacy are separated into Brand and Generic Ingredient Costs and Brand and Generic Dispensing Fees. These Ingredient Costs and Dispensing Fees are compared against each identified Performance Guarantee provided in this Pharmacy Services Schedule to determine if the Performance Guarantee is met.

B. Any payment due to Employer under any Performance Guarantee within a Pricing Guarantee Performance Category will be offset by favorable results achieved in any other guarantee regardless of the Pricing Guarantee Performance Category.

C. The following conditions apply to this Performance Guarantee:

1. This Performance Guarantee applies to Claims submitted by Network Providers applicable to Employer's Plan.
2. Drugs identified at the time the prescription is filled as Single Source Generics, will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
3. Drugs identified at the time the prescription is filled as Brand MAC, will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
4. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 3 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
5. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 4 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
6. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 5 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
7. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 6 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
8. Member Pay the Difference Claims will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
9. "Discount" and "Dispensing Fee" shall refer to and mean effective rate/aggregate pricing, not per Paid Claim discount rates or dispensing fee.
10. COVID test kits, COVID anti-viral medication and COVID vaccines are excluded from the Prescription Drug Pricing Guarantees under this Pharmacy Services Schedule.
11. Claims for Covered Prescription Services delivered by a Retail Pharmacy to a Member will be included in the Retail Pharmacy Network Pricing Guarantees and not within the Mail Order Pharmacy Pricing Guarantees.

D. PBM reserves the right to make changes to any of the Prescription Drug Pricing Performance Guarantees provided in the Attachments to this Exhibit C upon the occurrence, in the PBM's determination, of the following:

1. The percentage of Claims subject to a consumer driven health plan (CDHP) is materially different from the assumption used to develop the Prescription Drug Pricing Performance Guarantee.

E. The following Claims will be excluded from this Performance Guarantee:

- Medicare Part D Claims;
- 340B Claims;
- Vaccines
- Supplies;
- Prescriptions filled through the Employer's on-site pharmacy;
- Claims paid on the basis of U&C charges;
- Compound Drugs;
- Authorized Generics;
- Over-the-counter ("OTC") drugs
- Member-submitted Claims;
- Coordination of Benefit (COB) Claims/Secondary Claims;
- Out-of-Network Claims;
- Indian Health Claims;

- Long Term Care Claims;
- IV Infusion Drugs;
- Military VA Claims;

F. In the event that there are court or government imposed or industry wide or pricing source initiated changes in the AWP reporting source or source changes in the methodology used for calculating AWP, including, without limitation, changes in the mark-up factor used in calculating AWP (collectively, the "AWP Changes"), the terms of any financial relationship between the Parties that relate to AWP will be modified by PBM such that the value of AWP for the purpose of such relationship(s) will have the same economic equivalence in the aggregate to the value used by the Parties prior to the AWP Change. The intent of this provision is to preserve the relative economics of both Parties for such financial relationships based upon AWP to that which existed immediately prior to the AWP Change.

In the event that the AWP pricing benchmark used by PBM's PBM hereunder is replaced with another benchmark calculation, PBM may switch to such new pricing benchmark. If a change to Pricing Guarantees is deemed necessary PBM will provide written notice of new pricing terms at least 30 days before the effective date of the change.

ATTACHMENT 1 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Pharmacy Performance Guarantees

This Attachment is made part of Exhibit C and will be effective for the Performance Period from 1/1/2023 through 12/31/2027. This Attachment is intended to supplement and amend the Agreement between the Parties. The Measurement Period for these Performance Guarantees will be annual, unless otherwise specified herein. These Performance Guarantees are guaranteed upon offer and acceptance of renewal of the medical portion of the Agreement.

Pharmacy Performance Guarantee	Measurement and Reporting Period
Prescription Drug Rebate Guarantees **Minimum Drug Rebates:** (a) The Prescription Drug Rebates Employer receives from PBM will not be less than the following amounts ("Total Drug Rebates Guarantee"): **NATIONAL FORMULARY** **NON-SPECIALTY DRUGS** **BRAND NAME PRESCRIPTION DRUGS** (1) An amount equal to the sum of $354.73 (2023), $389.68 (2024), $426.73 (2025), $435.60 (2026), $446.68 (2027) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Retail Pharmacies for a supply of less than 84 days; plus (2) An amount equal to the sum of $607.04 (2023), $650.71 (2024), $687.96 (2025), $709.01 (2026), $726.19 (2027) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Retail Pharmacies for a supply of 84 days or greater. (3) An amount equal to the sum of $894.92 (2023), $919.22 (2024), $1,000.45 (2025), $1,029.62 (2026), $1,053.09 (2027) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Mail Order Pharmacies. **SPECIALTY DRUGS** **BRAND NAME PRESCRIPTION DRUGS** (1) An amount equal to the sum of $2,976.39 (2023), $3,335.31 (2024), $3,686.61 (2025), $3,787.27 (2026), $3,821.35 (2027) per Paid Claim for Specialty Brand Name Prescription Drugs dispensed at retail and mail order Pharmacies	**Measurement Period** Annual **Reporting Period** Annual

Pharmacy Performance Guarantee	Measurement and Reporting Period
Prescription Drug Pricing Guarantees **Prescription Drug Pricing:** (a) The Prescription Drug Pricing Guarantees for Ingredient Cost Discount and Dispensing Fees will be the amounts listed under the following Pricing Guarantee Categories: **BASE RETAIL PHARMACIES** **RETAIL PHARMACIES** The guarantees for Retail Pharmacies will be the following amounts: 1. Brand Discount: AWP minus 19.25% (2023), 19.35% (2024), 19.45% (2025), 19.55% (2026), 19.65% (2027) 2. Brand Dispensing Fee: $0.50 (2023), $0.50 (2024), $0.50 (2025), $0.50 (2026), $0.50 (2027) 3. Generic Discount: AWP minus 85.00% (2023), 85.15% (2024), 85.30% (2025), 85.45% (2026), 85.60% (2027) 4. Generic Dispensing Fee: $0.50 (2023), $0.50 (2024), $0.50 (2025), $0.50 (2026), $0.50 (2027) **RETAIL 90 PHARMACY PHARMACIES** The guarantees for RETAIL 90 Pharmacies dispensing 84-90 day supplies will be the following amounts: 1. Brand Discount: AWP minus 21.50% (2023), 21.60% (2024), 21.70% (2025), 21.80% (2026), 21.90% (2027) 2. Brand Dispensing Fee: $0.40 (2023), $0.40 (2024), $0.40 (2025), $0.40 (2026), $0.40 (2027) **MAIL ORDER OPTIONS** **MAIL ORDER PHARMACY** The guarantees for mail order will be the following amounts: 1. Brand Discount: AWP minus 24.00% (2023), 24.10% (2024), 24.20% (2025), 24.30% (2026), 24.40% (2027) 2. Brand Dispensing Fee: $0.00 (2023), $0.00 (2024), $0.00 (2025), $0.00 (2026), $0.00 (2027) 3. Generic Discount: AWP minus 87.50% (2023), 87.65% (2024), 87.80% (2025), 87.95% (2026), 88.10% (2027) 4. Generic Dispensing Fee: $0.00 (2023), $0.00 (2024), $0.00 (2025), $0.00 (2026), $0.00 (2027)	**Measurement Period** Annual **Reporting Period** Annual

Pharmacy Performance Guarantee	Measurement and Reporting Period
SPECIALTY SERVICE OPTIONS **SPECIALTY DRUGS** **The guarantees for Specialty DRUGS will be the following amounts:** 1. Discount: AWP minus 22.50% (2023), 22.60% (2024), 22.70% (2025), 22.80% (2026), 22.90% (2027) 2. Dispensing Fee: $0.00 (2023), $0.00 (2024), $0.00 (2025), $0.00 (2026), $0.00 (2027)	

ATTACHMENT 2 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Pharmacy Operations Guarantees

This Attachment is made part of Exhibit C and will be effective for the Performance Period from 01/01/2023 through 12/31/2027. This Attachment is intended to supplement and amend the Agreement between the Parties. The Measurement Period for these Performance Guarantees will be annual, unless otherwise specified herein. Annual and quarterly reporting periods indicated below are based on calendar years and calendar quarters. These Performance Guarantees are guaranteed upon offer and acceptance of renewal of the medical portion of the Agreement. Payment by PBM to Employer shall be made within 90 days following the reconciliation. The amount at risk for the Pharmacy Operations Guarantees is $50,000.00.

Performance Category	Guarantee	Reporting Period	Reporting Level	Amount at Risk Allocation
Claims Processing - TAT for Member Submitted Claims - No Intervention Required	Member submitted claims not requiring intervention shall be processed within 5 business days.	Quarterly	BOB	09.09%
Claims Processing - TAT for Member Submitted Claims - Intervention Required	Member submitted claims with issues or requiring intervention shall be processed within 10 business days.	Quarterly	BOB	09.09%
Member Services - Phone Abandonment Rate	PBM guarantees calls to Member Services toll-free phone lines shall have an abandonment rate of 02.00% or less.	Quarterly	BOB	09.09%
Member Services - Phone Speed of Answer	For inbound calls to PBM Member Services toll-free phone lines, PBM shall answer 100% of inbound calls within an average of 25 seconds (including calls routed to an IVR).	Quarterly	BOB	09.09%
Member Services - Call Blockage	PBM will have a call blockage rate of no greater than 0%. Carrier will have a call blockage rate of no greater than 01.00%; provided that in no case shall PBM instruct or permit carrier to block calls.	Quarterly	BOB	09.09%
PBM Mail Order Pharmacy - Dispensing Accuracy	PBM accuracy in dispensing prescriptions from its PBM Mail Order Pharmacies (correct drug, correct strength, correct dosage form, correct labeling, and correct member) shall be at least 99.995%.	Quarterly	BOB	09.09%
PBM Mail Order Pharmacy - TAT - No Intervention Required	PBM's Mail Order Pharmacies will dispense and ship all clean prescriptions (those not requiring intervention or clarification) within an average of 1 business day(s).	Quarterly	BOB	09.09%

Performance Category	Guarantee	Reporting Period	Reporting Level	Amount at Risk Allocation
PBM Mail Order Pharmacy - TAT - Intervention Required	PBM's Mail Order Pharmacies will dispense and ship all nonclean prescriptions (those requiring intervention or clarification) for covered drugs to members within an average of 4 business days.	Quarterly	BOB	09.09%
PBM Specialty Pharmacy - On-time Delivery of Scheduled Orders	PBM Specialty Pharmacy guarantees 99.25% on-time delivery of scheduled orders.	Quarterly	BOB	09.09%
Pharmacy Network - Pharmacy Access	Subject to the availability of any active retail pharmacy within the specified area, the PBM National Network shall include a pharmacy within 1 mile(s) of the residence of at least 98.50% of urban Members, within 3 miles of the residence of at least 98.50% of suburban Members, and within 10 miles of the residence of at least 98.50% of rural Members, when there is an active retail pharmacy within 1 mile(s) of urban Members residences, within 3 miles of suburban Members residences, and within 10 miles of rural Members residences, as measured on a calendar year and Employer specific basis.	Annually	BOB	09.09%
System - Claims Processing System Availability	PBM on-line claims processing system shall be available to accept and process claims a minimum of 99.98% of the time excluding any system maintenance periods.	Quarterly	BOB	09.09%

ATTACHMENT 3 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

Clinical Care Gap Outreach Program (Enhanced) (also referred to as Rx Care Nexus Program)

Performance Guarantee

This Attachment is made part of Exhibit C and will be effective for the Performance Period from 01/01/2023 through 12/31/2027 ("Performance Period"). This Attachment is intended to supplement and amend the Agreement between the Parties. The Performance Period for this Performance Guarantee will be on a 12 month contract year basis, unless otherwise specified herein. The annual reporting period is based on a twelve 12 month contract year.

For purposes of this Attachment to Exhibit C, Measurement Period shall be defined as the Performance Period timeframe plus an additional 6 months after the end of the applicable Performance Period. The additional 6 months is required to ensure Claims from the Performance Period are fully settled and to fully evaluate the aggregate gross savings realized from the Claims incurred during the Performance Period.

This Performance Guarantee is guaranteed upon offer and acceptance of: 1) the Rx Care Nexus Program as set forth in Exhibit A of this Pharmacy Schedule; and 2) renewal of the medical portion of the Agreement. Any payment by PBM to Employer shall be made within 30 days following the reconciliation.

This Performance Guarantee is conditioned upon Employer maintaining at least 1,000 enrolled Members on average during the Measurement Period.

A. Administration of Guarantee

1. The Rx Care Nexus Program includes interventions around adherence outreach for both non-compliant and new to therapy patients as well as patient and Provider outreach when lower-cost, clinically appropriate therapeutic equivalents are available for targeted drugs.
2. The pricing for the Rx Care Nexus Program as set forth in Exhibit A of this Pharmacy Services Schedule is based on Employer agreeing to implement all of the current conditions in the Rx Care Nexus Program: asthma/COPD, behavioral health conditions, diabetes, cardiovascular conditions, hyperlipidemia, hypertension, gastroesophageal reflux disease, osteoporosis, seizure disorders.
3. PBM guarantees that the aggregate gross savings realized from the Rx Care Nexus Program services over the Performance Period shall be 2:1 of the aggregate fees paid by Employer for the Rx Care Nexus Program for that Performance Period.
4. This Guarantee is contingent upon Employer providing PBM with (a) the required prior year Member, eligibility and prescription data elements prior to calculation of the Return on Investment ("ROI") if PBM was not Employer's PBM in the calendar year prior to Employer's implementation of the Rx Care Nexus Program; and (b) sufficient and accurate eligibility information, which includes current telephone numbers and email addresses of Members.
5. The ROI savings calculation shall be determined as follows:
    a. Improved Medication Adherence: For Members whose adherence to a drug therapy improves, medical savings is derived from avoided adverse medical events as a result of taking medications appropriately. These savings totals are derived from published literature and undergo actuarial review. For every gap closure, this total is applied once annually per avoided adverse event;
    b. Lower Cost Alternatives: Savings derived by difference in cost between high priced branded/nonformulary medication and lower cost generic or therapeutic alternatives. Savings is tracked at a Member/Claim level for 3 years after first alternative fill; and
    c. Medication Management: Saving derived from removing or reducing inappropriate utilization (i.e., inappropriate dose or frequency of medication therapies) and successful recommendation to guideline directed therapy (i.e., addition or change of medication therapy) to avoid adverse medical events and/or duplication of therapy. The annualized actual Claim cost savings is derived by comparing post intervention costs versus prior intervention.

    PBM will include the associated savings in its ROI Guarantee.

6. Employer acknowledges and agrees that the estimated health care savings described above in Section A.5 above reflect an estimate of the health care costs presumed to be avoided through the actions of PBM to improve medication adherence and close gaps in care associated with certain chronic conditions that typically have high levels of medical costs. This amount will be an estimate of the health care costs avoided by the Plan through the associated condition-specific savings identified in current peer reviewed clinical literature.
7. PBM reserves the right to revise the ROI Guarantee in the event of changes to Plan design or Member population that materially impacts the effectiveness of the Rx Care Nexus Program. Employer acknowledges it shall not be eligible to receive an ROI savings guarantee under any other pharmacy program, which includes adherence or closing gaps in therapy, or in addition to any other integrated savings guarantee program during any period that Employer receives an ROI savings guarantee under the Rx Care Nexus Program.

B. Measurement and Reporting

The Performance Period for this Performance Guarantee will be on a 12 month contract year basis. The annual reporting period is based on a 12 month contract year.

C. Annual Amount at Risk

The annual amount at risk shall be 100% of the Rx Care Nexus Program fee, which is set forth on Exhibit A to the Pharmacy Services Schedule.

D. Final Settlement and Reconciliation

1. At the end of the Measurement Period, there will be a settlement and reconciliation.
2. The final settlement and reconciliation will be submitted to Employer within 1 month immediately following the end of the applicable Measurement Period.
3. In the event PBM fails to meet the ROI Guarantee, PBM shall, within 1 month following submission of the final reconciliation to Employer as set forth in Section D.2 above, credit Employer for its portion of any ROI shortfall following the end of the applicable Measurement Period to the extent necessary under the ROI Guarantee. PBM's maximum obligation under the ROI shall be the amount of Rx Care Nexus Program fees paid by Employer during the applicable Performance Period.

CONFIDENTIALITY AGREEMENT
SAMPLE ONLY

This Confidentiality Agreement ("Agreement"), effective as of the last date signed below, is entered into by Elevance Health on behalf of itself and its affiliates and subsidiaries (each an "Elevance Health Company" and collectively "Elevance Health") and ("Recipient"). Elevance Health and Recipient may be referred to each as a "Party" and collectively as the "Parties".

1. **Scope**. The Parties acknowledge and agree that: (a) Elevance Health is a third party administrator and/or insurer for certain self-funded and fully insured group health plans operated on behalf of employers (each a "Plan" and collectively the "Plans"); (b) pursuant to separate agreements between the Plans and Recipient, Recipient performs services necessary for the administration of the Plans; (c) the Parties reasonably anticipate that certain Plans have requested or will request that Elevance Health provide to Recipient certain information; and (d) the terms and conditions of this Agreement shall govern Recipient's use and disclosure of Elevance Health's P/C Information (as defined herein) contained in the information provided by Elevance Health to Recipient, regardless of the Plan involved.

2. **Specifications and Permitted Purpose**. "Information" shall mean the data that Elevance Health agrees to release to Recipient pursuant to each Plan request. The Information shall conform to the specifications set forth in an Elevance Health Data Release Specifications Form, and shall be for Recipient's use only in accomplishing the particular plan administration purpose ("Permitted Purpose") identified therein. "Data Release Specifications Form" means a form substantially similar to the sample attached hereto as Exhibit A. Each Data Release Specifications Form agreed to by the Parties shall be deemed incorporated into this Agreement by reference.

3. **P/C Information**. Recipient acknowledges that the Information includes Elevance Health's Proprietary Information and Elevance Health's Confidential Information. "Elevance Health's Proprietary Information" means the non-public, trade secret, commercially valuable, or competitively sensitive information of an Elevance Health Company, or other material and information relating to the products, business, or activities of an Elevance Health Company, including but not limited to: (i) Information about the Elevance Health Company's provider networks, provider negotiated fees, provider discounts, and provider contract terms; (ii) information about the systems, procedures, methodologies, and practices used by an Elevance Health Company in performing its services such as underwriting, claims processing, claims payment, and health care management activities; and (iii) combinations of data elements that could enable information of this kind to be derived or calculated. "Elevance Health's Confidential Information" means information that an Elevance Health Company is obligated by law or contract to protect, including but not limited to: (i) Social Security Numbers; (ii) provider tax identification numbers (TINs); (iii) National Provider Identification Numbers (NPIs); (iv) provider names, provider addresses, and other identifying information about providers; and (v) drug enforcement administration (DEA) numbers, pharmacy numbers, and other identifying information about pharmacies. Elevance Health's Proprietary Information and Elevance Health's Confidential Information may be referred to together as the "P/C Information." "Elevance Health Company, " as used in the definitions set forth in this Section 3 and for purposes of this Agreement also includes a licensee of the Blue Cross and Blue Shield Association (each a "Blue Plan"), to the extent Elevance Health provides such Blue Plan's Information to Recipient.

4. **Business Associate Status and Obligations**. The Parties acknowledge and agree that: (a) the Information may include protected health information ("PHI"), as that term is defined and used in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. §§ 160-164 (collectively, "HIPAA"); (b) each Party may be the Plans' Business Associate as defined and governed by HIPAA; (c) to the extent required by HIPAA, each Plan has required or will require such Party separately to enter into a Business Associate Agreement with the Plan, setting forth its obligations pursuant to 45 C.F.R 164.502(e); and (d) Recipient's use and disclosure of the P/C Information shall be governed by this Agreement; however, Elevance Health's disclosure of PHI to Recipient and Recipient's subsequent use and disclosure of the PHI separate and apart from the P/C Information shall be governed by HIPAA and the Plans' applicable Business Associate Agreements.

5. **Permitted and Non-permitted Uses**. Recipient shall use the P/C Information solely for the Permitted Purpose set forth in the applicable Data Release Specifications Form and to develop related reports and information for the applicable Plan(s). Recipient shall not, without Elevance Health's advance written consent: (a) use the P/C Information, or reports or summaries arising therefrom, for any other purpose; (b) alter the P/C Information in any manner; (c) combine the P/C Information with other data to create or add to an aggregated database for Recipient's own internal use or analysis or for use in producing analyses, reports, extracts, or summaries that will or could be made available to any person or entity other than the applicable Plan; (d) combine the P/C Information provided for a particular Permitted Purpose with P/C Information provided for another purpose; (e) sell or disclose the P/C Information to any other person or entity, including without limitation affiliates of Recipient, except as expressly permitted herein; or (f) except to accomplish the Permitted Purpose, use the P/C Information for its own internal use and analysis. The provisions of this section shall survive the termination of this Agreement.

6. **Permitted and Non-permitted Disclosures**. Recipient shall maintain the P/C Information in strict confidence, and, except as expressly permitted in this Section 6, shall only permit access to and use of the P/C Information by those of its employees and agents whose access and use are necessary to accomplish the Permitted Purpose and who are bound to maintain the P/C Information in strict confidence. Recipient may disclose the P/C Information associated with a particular request to the applicable Plan, but shall not disclose it to any other person or entity, including but not limited to another carrier or vendor, except as expressly permitted herein. At the direction of the applicable Plan, Recipient may disclose the minimum amount of P/C Information necessary to a consultant or vendor of the Plan who has entered into a confidentiality agreement with Elevance Health (or amended its existing confidentiality agreement with Elevance Health via the addition of a Data Release Specifications Form) with respect to the disclosure. Additionally, Recipient may disclose the minimum amount of P/C Information necessary to Recipient's own consultants or vendors who need to know the P/C Information to fulfill the Permitted Purpose, but only if Recipient: (a) enters into a Confidentiality Agreement with the consultant or vendor containing provisions regarding the use and disclosure of such P/C Information at least as stringent as those contained in this Agreement; and (b) provides Elevance Health with advance written notice of the identity of the consultant or vendor to whom the disclosure is to be made. Elevance Health reserves the right to require such consultant or vendor to enter into a Confidentiality Agreement with Elevance Health prior to such disclosure by Recipient.

7. **Data Protections and Security**. Recipient shall afford the P/C Information the same protections it would employ if the P/C Information were its own proprietary and confidential information, but no less than a reasonable degree of protection. Recipient shall implement reasonable and appropriate safeguards and technical controls designed to use, store, transmit, and dispose of the P/C Information in a manner intended to ensure that the P/C Information will only be used for the Permitted Purpose and that the P/C Information will be protected against reasonably anticipated threats to its security. If Recipient receives the Information from Elevance Health via electronic means such as FTP transmission, Recipient shall use reasonable physical and software-based security measures commonly used in the electronic data interchange field to protect the P/C Information. Recipient shall implement and comply with, and shall not attempt to circumvent or bypass, Elevance Health 's security procedures for the use of the electronic method of Information transmission.

8. **Systems Access**. If Elevance Health grants Recipient the right to access Elevance Health's benefits administration or other electronic systems ("Systems") in order to view, use, or facilitate the transfer of the Information, the following conditions shall apply: (a) the Systems, and any passwords, user identification codes, and documentation with respect to the Systems shall be treated as Elevance Health's Proprietary Information for purposes of this Agreement; (b) Recipient's right to access the Systems is nonexclusive and nontransferable, and Recipient shall not share, lease or otherwise transfer its right to access and use the Systems to any other person or entity; (c) all rights, title and interest in the Systems remain Elevance Health's; (d) Recipient shall only access the Information described on the applicable Data Release Specifications Form which is necessary to accomplish the Permitted Purpose; (e) all Systems access shall be achieved through the interfaces and protocols provided or authorized by Elevance Health, and Recipient shall comply with any and all reasonable restrictions and limitations pertaining to such access as shall be communicated to Recipient by Elevance Health in writing; and (f) Recipient shall immediately notify Elevance Health of any unauthorized use of Recipient's access credentials or other unauthorized access to the Systems.

9. **Providers**. Except in reports provided to the applicable Plan as permitted by this Agreement, Recipient shall not in any report, or in any other medium, refer to any provider of health care or pharmacy by name or by any other identifying reference. Recipient shall not contact any provider of health care or pharmacy concerning any information obtained pursuant to this Agreement unless the contact is coordinated by Elevance Health.

10. **Disclaimer and Exculpation**. Elevance Health provides the Information on an "as-is" basis, and makes no representation or warranty as to the accuracy or reliability of any conclusions or interpretations made by Plans and/or Recipient on the basis of the Information. Recipient releases Elevance Health and its agents and employees from any and all liability whatsoever for any erroneous, inaccurate, or incomplete Information.

11. **Disposition of the P/C Information**. Upon termination of this Agreement or the conclusion of Recipient's use of the P/C Information to accomplish the Permitted Purpose, Recipient shall destroy the P/C Information or return it to Elevance Health. Notwithstanding the foregoing, Recipient may retain the P/C Information pursuant to Recipient's reasonable record retention policies and procedures in compliance with applicable law; provided, however, that Recipient shall continue to be bound by the confidentiality terms of this Agreement with respect to the P/C Information for as long as such P/C Information is retained.

12. **Excepted Information**. This Agreement shall not be construed to restrict the disclosure by Recipient of information that (a) other than as a result of breach of this Agreement, has been previously published, is now public knowledge, or becomes public knowledge; (b) other than in violation of this Agreement, is independently developed by Recipient; (c) is made available to Recipient by any person or entity other than Elevance Health, provided the source of such information is not subject to any confidentiality obligations with respect to it; or (d) is required to be disclosed pursuant to law, order, regulation, or judicial or administrative process, but only to the extent of such required disclosures.

13. **Investigation of Suspected Breach**. If Elevance Health reasonably believes that Recipient has breached this Agreement, Elevance Health shall have the right to investigate. Recipient shall permit Elevance Health or its designee to observe and review onsite Recipient's processes and records relating to how the P/C Information has been stored, used, and disclosed, and shall reasonably cooperate with Elevance Health. Elevance Health shall give Recipient at least seventy-two (72) hours' advance notice and shall perform any onsite review at its own cost and expense, during normal business hours, and in a manner reasonably designed to protect the confidentiality of Recipient's confidential information and to avoid interfering with Recipient's business operations. If Elevance Health's review confirms that a breach has occurred, then notwithstanding any other provision of this Agreement and in addition to any other available remedies: (a) Elevance Health shall have the right, at its sole option, to discontinue any ongoing releases of Information to Recipient and terminate this Agreement immediately upon notice to Recipient; and (b) notwithstanding the terms of Section 11, Recipient shall immediately return all P/C Information then in its possession to Elevance Health.

14. **Equitable Relief**. Recipient acknowledges that irreparable injury could result to Elevance Health and its business if Recipient breaches its obligations under this Agreement. Without prejudice to any other rights and remedies available to it, Elevance Health shall be entitled to seek a restraining order, injunction or other equitable relief to prevent any actual, intended, or likely injuries which may result from a breach by Recipient.

15. **Legal Prohibition**. In the event that any local, state or federal law now in existence or hereafter enacted or decided (including rulings of regulatory agencies) prohibits Elevance Health from providing any or all of the Information, Elevance Health shall be relieved of any obligation to do so and shall notify Recipient in writing.

16. **Successors and Assigns**. This Agreement shall inure to the benefit of all successors and assigns of the Parties.

17. **Severability**. The unenforceability or nullity of any of the provisions of this Agreement, either in whole or in part, shall not render any other provision unenforceable or null and void.

18. **Headings**. All headings used in this Agreement are used for reference purposes only, and shall not affect the meaning or interpretation of any provision of this Agreement.

19. **Governing Law**. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Indiana.

20. **Notice**. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent via certified or registered mail with return receipt requested or via a recognized courier service to the Notice Address set forth below.

21. **Multiple Counterparts**. This Agreement and any subsequent amendment to it may be executed in several counterparts and by each of the Parties on a separate counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument. A facsimile signature shall be deemed equivalent to an original ink signature. This Agreement (and any subsequent amendment) shall not become binding on either of the Parties until each Party has transmitted to the other Party a counterpart executed by the transmitting Party.

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties, superseding any and all earlier agreements, either oral or written, between the parties with respect to the subject matter hereof, and no earlier agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding.

23. **Termination**. Unless earlier terminated pursuant to Section 13, this Agreement shall remain in effect until such time as either Party provides at least ninety (90) days' written notice to the other Party of its decision to terminate this Agreement; provided, however, that the obligations related to the use, disclosure, and protection of the P/C Information shall have no expiration.

24. **Amendment**. From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent this Agreement. In such event, the parties agree that Elevance Health shall have the right to unilaterally amend this Agreement to reflect such change.

In consideration of the mutual obligations contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions herein. Each of the undersigned represents, warrants, and covenants that he or she has the authority and the right to enter into this Agreement binding the Party on whose behalf the Agreement is hereby executed:

ELEVANCE HEALTH:	**RECIPIENT**:
Elevance Health, Inc. on behalf of itself and its affiliates and subsidiaries	_____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____
Notice Address:	**Notice Address**:
220 Virginia Avenue	_____
Indianapolis, IN 46204	_____
Attn: General Counsel	_____

EXHIBIT A
SAMPLE ONLY

DATA RELEASE SPECIFICATIONS FORM

This Data Release Specifications Form amends, supplements, and is incorporated into the Confidentiality Agreement(s), identified herein, and previously entered into between the Parties. For any prior Data Release Specifications Form or data request approved by Elevance Health under a Confidentiality Agreement which included an "Exhibit A - Elevance Health Standard Record Layout – Medical, " such Exhibit A shall be deleted in its entirety. For avoidance of doubt and regardless of any "sample" File Record Layout provided to the Recipient or referenced in the Confidentiality Agreement or attachments thereto, all data request made under this or subsequent Data Release Specifications Form shall be fulfilled in accordance with Elevance Health's Data Release Policy.

Name of Employer for whom data release is requested: _____

Incurred Date Range of requested historical data (if applicable): _____

Paid Date Range of requested historical data (if applicable): _____

Requested frequency of ongoing data releases (if applicable): _____

Purpose(s) for which Elevance Health Data and Non-Elevance Health Data is requested. Describe in full detail how the Elevance Health Data and Non-Elevance Health Data will be used and/or disclosed:

_____

List all other parties, if any, to whom Recipient wishes to disclose the Elevance Health Data and Non-Elevance Health Data (name and address). (Each may be required to enter into an Agreement with Elevance Health.)

(As applicable INSERT - {Third Party Full Legal Name}, {Full Address})

_____

(If applicable INSERT - {Agreement Type} / {Agreement Signatories} / {Execution Date})

_____

File Layout Specifications: Attach requested deliverable's layout(s) or format(s), which are subject to Elevance Health's approval.

{INSERT AGREED TO DELIVERABLE LAYOUT(S) / FORMAT(S)}

RECIPIENT:		**ELEVANCE HEALTH:**	
<INSERT VENDOR NAME (as listed in Agreement)>		ELEVANCE HEALTH INC. ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUBSIDIARIES	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Confidentiality Agreement (Title/Parties/Date):

<Agreement Type> / <Agreement Signatories> / <Execution Date>

By signing this Data Release Specifications form, the Parties acknowledge and agree that, to the extent applicable, it will satisfy the requirement for a "File Record Layout Form" and/or "Data Release Specifications Form" and will serve the same purpose with respect to any confidentiality agreements requiring the use of a File Record Layout Form or Data Release specifications Form.

INTEGRATED ENGAGEMENT SERVICES PREFERRED SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Augusta-Richmond County

This Integrated Engagement Services Preferred Schedule ("Schedule") supplements and amends the Administrative Services Agreement ("Agreement") and is effective January 1, 2023 ("Effective Date"). If there are any inconsistencies between the provisions of this Schedule, any other Schedule, and/or the Agreement, the terms of this Integrated Engagement Services Preferred Schedule shall control, but only as they relate to Integrated Engagement Services Preferred. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

A. DEFINITIONS. For purposes of this Schedule, the following words and terms, if they appear in this Schedule, shall have the meanings assigned to them below unless the context or use clearly indicates another meaning or intent:

1. **CARVE-OUT ADMINISTRATOR**. If applicable, a third party vendor providing services to Employer and which, in connection with such services, will provide information to Anthem, or otherwise coordinate with Anthem, in connection with the Integrated Engagement Services.
2. **ENGAGEMENT APPLICATION**. The mobile application and web site on which the Integrated Engagement Services will be displayed to Users.
3. **ENGAGEMENT FUNCTIONALITY**. A component of the Integrated Engagement Services which will be made available on the Engagement Application as of its applicable Production Ready Date.
4. **INTEGRATED ENGAGEMENT SERVICES**. The consumer engagement services which are provided by Anthem to Employer.
5. **PRODUCTION READY DATE**. For medical transparency, the day immediately following the day Anthem delivers notice to Employer that the implementation is complete with respect to medical transparency. For each other Engagement Functionality, the day immediately following the day Anthem delivers notice to Employer that such Engagement Functionality will be made available to Users.
6. **USER**. A Subscriber or a Subscriber's covered dependent who is at least 18 years of age and, if applicable, a non-covered individual who is eligible to receive Integrated Engagement Services.

B. INTEGRATED ENGAGEMENT SERVICES

1. The Engagement Application will be accessible via secure sign-on with authentication, and will permit Users to also access the Anthem.com web site and, as applicable, the web sites of Employer's Carve-Out Administrators.

C. GENERAL PROVISIONS

1. **Conforming Data**. To the extent that data is required from Employer or Employer's Carve-Out Administrator(s) in order to provide the Integrated Engagement Services or any Engagement Functionality or feature included in the Integrated Engagement Services:
   a. Employer acknowledges and agrees that enrollment in Integrated Engagement Services constitutes written permission and consent from Employer for Anthem: 1) to contact Carve-Out Administrator(s) to begin implementation and set-up for Integrated Engagement Services; and 2) to collect applicable benefit and claims data from Carve-Out Administrator(s).
   b. Employer must provide, or ensure that each Carve-Out Administrator provides Anthem with the necessary data in accordance with Anthem's specifications regarding timeliness, quality, content, file format, and medium (the "Conforming Data").
   c. Employer acknowledges that Anthem's ability to perform the Integrated Engagement Services and to satisfy any applicable performance measures or guarantees is dependent on the timely receipt by Anthem of the Conforming Data.
   d. Employer agrees that if the Conforming Data is not provided or is not provided in a timely manner, Anthem shall have no obligation to provide the Integrated Engagement Services, or perform related reporting or other obligations until such time as the Conforming Data is received and integrated by Anthem.

e. Anthem will not be penalized in any manner, be deemed to be in breach of the Agreement, or be deemed to have failed to achieve any applicable performance measures or guarantees, to the extent that performance has been prevented or materially negatively affected by the failure of Employer or Employer's Carve-Out Administrator(s) to provide the Conforming Data.

2. **Change in Carve-Out Administrator(s)**. If Employer changes Carve-Out Administrators, a one-time fee shall apply for each such change.

3. **Use of Employer Brands**. To the extent that Employer's name, marks, logo or other such content (collectively, "Employer Brands") will be displayed or included on any printed materials as part of the Integrated Engagement Services, Employer grants Anthem a royalty-free license to use such Employer Brands for purposes of the Integrated Engagement Services.

4. **Taxes**. Employer shall be responsible for any sales and use tax or other similar tax of any nature assessed with respect to the Integrated Engagement Services or any product or service included within the Integrated Engagement Services by a government authority under applicable law. Employer agrees to reimburse Anthem in full for all such remitted taxes upon receipt of Anthem's invoice.

5. **Termination of Integrated Engagement Services**. Subject to any applicable early termination fee as set forth in Schedule A, this Schedule may be terminated during the term of the Administrative Services Agreement only if Employer provides Anthem with 90 days' advance written notice.

6. **Federal and State Compliance**. Employer is solely responsible for compliance with the Family and Medical Leave Act and, to the extent applicable to Employers' wellness program(s), for compliance with the Americans with Disabilities Act, the Internal Revenue Code, federal and state nondiscrimination laws, and other federal and state laws and regulations governing wellness programs.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
dba Anthem Blue Cross and Blue Shield

By: Robert Tew

Title: Vice President, Sales and Client Management

Date: October 9, 2023

CDHP Group Questionnaire

This questionnaire is for ☑ **New Employer** ☐ **Renewing Employer** ☐ **Product Modification/Mid-year Change**
What is the effective date? 01/01/2024

Instructions

1. Complete section A. The remaining sections should only be completed if offering the applicable benefit account.
2. For existing employers, please provide current Employer ID (Case #) in section A.
3. Submit completed application to the Anthem Implementation Lead.

Section A: Employer Information and Accounts

Employer Name | Tax ID

Employer ID (Case Number) | Effective Date

Number of Benefit Eligible Employees | Estimated Number of Participants

Employer Contact Name #1 | Phone | Email

Employer Contact Name #2 | Phone | Email

Employer Contact Name #3 | Phone | Email

Broker/Consultant Contact Name | Phone | Email

Check the box for each type of account being offered, then complete the applicable sections:

☐ Health Savings Account (HSA): Section B, I

☑ Flexible Spending Account (FSA): Sections C, F, G, H, I *(Healthcare FSA, Limited Purpose FSA, and Dependent Care)*

☐ Commuter- Transit and Parking: Sections D, F, G, H, I

☐ Health Reimbursement Arrangement (HRA) or Health Incentive Account Plus (HIP): Sections E, F, G, H, I

- ☐ Member Pay HRA with Debit Card: Section E1
- ☐ Provider Pay HRA with an Upfront Deductible: Section E2
- ☐ Provider Pay Medical Split HRA: Section E3
- ☐ HRA Provider Pay: Section E4
- ☐ HRA Rollover: Section E5
- ☐ Custom HRA (Please attach prior approval for any customization requirements and/or benefit configurations)

Section B: Health Savings Accounts ☐ Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐No changes from previous year ☐See requested changes below

HSA Custodian: WealthCare Saver

***WealthCare Saver** will distribute HSA Custodial Agreements, Terms and Conditions, and Privacy Notices to employees within 10 days of HSA account opening.*

Do you have a prior HSA custodian for which you would like to facilitate an employer managed bulk transfer? No

If yes, please specify the below information:

HSA Custodian Name:

HSA Custodian Phone Number:

Who will pay monthly administration fees for HSAs? Actives Employer COBRA Employer

Please select method of providing payroll contributions: ACH Pull - Upload Files Online (up to 400 enrollees)

Payroll frequency and date: Payroll frequency: Date of first contribution:

Payroll frequency: Date of first contribution:

Provide employer HSA contribution, if applicable.

Employee: $ Employee Plus One: $ Family: $ Frequency: Expected date of first contribution:

Contributions will not post automatically based on this form. Deposits that occur on weekends or bank holidays will become available within 2-3 business days.

Will incentives be offered to employees to earn additional HSA dollars by completing health activities? No

Only applies for account deposits, if you have selected gift cards as the redemption option, please select 'No'

Extra-Bucks Account: No

An Extra Bucks account helps your employees transition from an HRA that has rolled over to an HSA plan. Any HRA funds that would have rolled over can be deposited into an account to be used for medical coinsurance only. Note: If you have a prior administrator for your HRA, we will require a file from your prior administrator to credit funds into the "Extra Bucks" account.

Do you want to fund by divisions, group suffix, or funding group? No

Would you like to use the below bank account to fund HSA payroll deposits and non-HSA claims?*

**If different bank accounts is selected, the below bank account information will be used for HSA payroll deposits and Section G will need to be completed for non-HSA claims.*

☐ *For renewing clients, select here to continue using the bank account information on file.*

Employer HEREBY authorizes Anthem, or its agents, to initiate ACH transfers for the following depository in accordance with the NACHA Operating Rules outlined below:

Bank Account Number Routing Number Type of Account:

Financial Institution Name

Name of Authorized Signer Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

If there is a filter preventing unauthorized bank entries, please see the filters to add below. Both submitting bank BMO and your chosen Custodian must be added.

SUBMITTING BANK (ODFI): BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051

ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.

Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

WealthCare Saver (HSA Deposits):

BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288

Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

NACHA Operating Rules

Employer HEREBY authorizes Anthem or its agent, , to initiate ACH debit entries (or correcting credit entries) to the bank account listed below. Anthem or its agent shall ACH debit the employer group for the sum total of claim reimbursement activity each day. Anthem or its agent shall notify the employer of claims activity through an email as well as an employer funding report. Employer agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this Agreement.

Both parties agree to be bound by NACHA Operating Rules as they pertain to these transactions. Employer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. This Authorization will remain in effect until Employer cancels it in writing or provides a new account authorization, allowing at least ten (10) business days for Anthem and its agent to act. Employer understands that if an ACH debit fails for any reason, including insufficient funds, and Anthem or its agent becomes obligated to settle claims, Employer will indemnify Anthem or its agent for such amounts within one (1) business day of receiving notice from Anthem or its agent. A charge of $100.00 may be assessed for each ACH return. Failure to transfer funds to Anthem or its agent as set forth herein may result in the suspension or termination of services.

If there is a filter preventing unauthorized bank entries, please see the filters to add below. Both submitting bank BMO and your chosen Custodian must be added.
SUBMITTING BANK (ODFI): BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.

Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.
WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288

Section C: Flexible Spending Accounts, Limited Purpose FSA, and Dependent Care Accounts ☐Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐ No changes from previous year ☐ See requested changes below

Please select which accounts will be offered:			
Plan Options	☑ **FSA – Section 213(d)**	☐ **Limited Purpose FSA**	☑ **Dependent Care**
Plan Start to End Date	to		
Claim Run-out Date			
Terminated employees can submit claims for: *(Terminated employees are not eligible for grace period or spend down)*	If "Other", please specify:		
Maximum Annual Election *(Amount must include employer contributions from Employer Contribution field below, if any)*	Amount:	Amount:	Amount:
Grace Period* *(Allows claims to be incurred for 75 days after the last day of the plan year. For example, a calendar year plan's grace period ends March 15.)*			
Carryover* *(If your plan allows employees to carryover up to the IRS Maximum, the employee must be enrolled in the new FSA benefit year)*	Note: Enrollment required to participate in next year's carryover funds beyond grace period Will a carryover be offered? Is there a minimum rollover amount? No What is the rollover expiration period? If so, how much?		
Allow participants to update their LPFSA to full purpose once their minimum deductible has been met?	Not Applicable	No (standard)	Not Applicable
DCA Spend Down Provision *(Allows termed members to incur new expenses through the plan year)*	Not Applicable	Not Applicable	
Employer Contribution	$ per EE per year	$ per EE per year	$ per EE per year
Payroll Contribution Method			
Payroll Frequency and Date	Payroll Frequency:	First Payroll Date:	
Debit Card Access			

**The grace period allows a participant to use any remaining funds from the previous plan year for a period of 2 ½ months after. It cannot be offered in combination with the carryover. A carryover allows participants to roll forward any unused funds, up to the IRS Maximum, into the future plan year. The funds can be used for previous and current dates of service during the claim run out, after which it can only be used for current dates of service.*

Section D: Transit and Parking Accounts ☐ Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐ No changes from previous year ☐ See requested changes below

Please select which accounts will be offered:

Plan Options	☐ **Transit**	☐ **Parking**
Terminated employees can submit claims for:	If "Other", please specify:	
Maximum Monthly Election (Amount must include employer contributions from Employer Contribution field below, if any)	Amount:	Amount:
Employer Contribution	$ per EE per month	$ per EE per month
Payroll Contribution Method		
Payroll Frequency and Date	Payroll Frequency:	First Payroll Date:
Debit Card Access		

Section E: Health Reimbursement Arrangements ☐ Not Applicable

If this is a Renewal or Mid-Year Change, please select one of the following: ☐No changes from previous year ☐See requested changes below

Please complete one HRA section per PLAN ID. If offering more than one HRA, please complete the Appendix at the end of this application. *(e.g. if offering an HRA and an HIA+ (HIP) plan fill out one in section E and the other details in the Appendix.)*

HRA1: Group Suffix

Plan Start Date | Plan End Date | Claim Run-Out Date

Terminated employees can submit claims for 90 days (Standard) | If "Other", please specify:

HRA Funding per Employee

Will HRA funds be pro-rated based on entry date in the plan?

If not pro-rated, will HRA funds be distributed to employees on a monthly, quarterly or annual basis?

Select one tier only then specify annual allocation level per tier *(2 tier only for <1,000)*:
Dollar amount in each field below must be populated.

Will incentives be offered to employees to earn HRA dollars by completing health activities?
If 'Yes', please select one:

If offering ability to earn incentives on top of the employer HRA allocation, enter the HRA allocation amounts below.

***Health Incentive Account Plus**: Health Incentive Plan (HIP) + Health Reimbursement Arrangement (HRA): Eligible expenses and method of spending will be same as HRA. If 'yes' is selected, complete HRA Section.*

*If offering **incentive HRA only**, select your funding tier and enter 0.00 for each coverage type.*

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

SELECT ONE OFFERING FROM SECTIONS E1 – E4.

Section E1: Member Pay HRA with Debit Card

Indicate the services you would like to cover. A debit card will be offered to all members:
☑ Medical ☐ Dental ☐ Vision ☐ Rx ☐ OTC

Section E2: Provider Pay HRA with an Upfront Deductible – No Debit Card

Indicate the services you would like to cover.
☐ Auto Pay Medical:
- ☐ In Network Medical Deductible
- ☐ Out of Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ Out of Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx

Select one tier that matches the employee HRA Funding Tier, then specify the HRA up front deductible *(2 tier only for <1,000)*:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Do you want an embedded deductible per individual? If so, provide the individual upfront deductible.

☐ Individual Deductible: $

Section E3: Provider Pay Medical Split HRA: Employer HRA Covers a Percent of Each Claim – With Optional Rx Debit Card

Indicate the Member Responsibility by claim:

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx Debit Card

Section E4: HRA Provider Pay – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance

☐ Rx

Section E5: HRA Rollover

Would you like to offer an HRA rollover? No

If you select 'yes', please fill out this section. If you select 'no', please move to the next section.

Rollover Date *(recommend 3 months from the effective date and the first of the month)*:

Minimum rollover amount *(recommend $0)*: **$**

How much of remaining employee funds should rollover to the next plan year?

If "Percent" or "Percent Up to Cap" are selected, specify percent value: %

Select one tier only then specify maximum rollover amount for each tier:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

For first year accounts, will a HRA be expected to roll over from a previous administrator or system?

If yes, please select:

☐ LITES ☐ Other:

No data file impact

Section F: Debit Cards and Account Priority

Plan Priority

Please indicate which plan will be the priority.

☐Health Reimbursement Account (HRA) ☐Flexible Spending Account (FSA)

Substantiation (Non-HSA Accounts Only)

The IRS requires transactions be substantiated and if not appropriately substantiated that debit cards will be suspended.

Suspend debit cards

If "Do not suspend debit cards" is chosen, you acknowledge that you understand that in certain cases this benefit could be considered taxable. Anthem will provide and require a hold harmless agreement prior to enabling this option. This hold harmless can be requested from your account manager.

The following transactions will be approved without participant intervention in compliance with IRS regulations:

- Prescription and OTC items purchased at IIAS pharmacies
- Recurring expenses
- Transactions that match amounts from a claim file
- Copays
- Copay multipliers

Please indicate if you use one of the following carriers:

☐Anthem Dental ☐ Anthem Vision ☐ Anthem Rx (Pharmacy)

☐Non-Anthem Rx PBM:

☐ Non-Anthem Dental

☐ Non-Anthem Vision

Section G: Prefunding and Frequency of Replenishment for Accounts Other Than HSA

Please indicate preferred billing method for claims and debit card utilization. We will initiate an ACH debit for prefunding and ACH debit on frequency selected here: Daily, 3% prefund required

- The Employer agrees that all funds are solely Employer's funds, are part of Employer's general assets, and do not include any employee/beneficiary contributions.
- The Employer appoints Anthem or its subcontractor as agent to hold funds for the sole purpose of satisfying Employer payment obligations.
- An initial prefund is required which will be debited approximately three to four weeks prior to the plan start date. If elections are not available to calculate reserve by the 15th of the month prior to effective date, reserve will be calculated using an estimate.
- The prefund is calculated by using the following formula: FSA, FSL, and MP HRA - Total Annual Election x % prefund selected. Extra Bucks, Incentive Only, and DCA/Commuter without FSA – is calculated separately.
- If the amount of employees enrolled increases month to month, we reserve the right to recalculate the prefund amount and request additional funds.
- If claim utilization during the week exceeds the reserve on hand, additional funds will be requested off-cycle to cover the shortage.
- The employer is required to have sufficient funds in the bank account designated to cover the activity on the account or all activity will be frozen. If reserve funds have not been received prior to effective date, cards will not work and claims will not be reimbursed.
- Any amounts remaining at the end of the run out are returned to the employer within 180 days, not to exceed 240 days.
- If there are less than 1,000 employees enrolled, 0% prefund will be required if daily schedule is selected.
- Prefund is required for all plans with the exception of PP HRA.

Do you require to fund by divisions, group suffix, or funding group?

If ACH Debit is selected, please provide bank account that should be used for claims and debit card swipes. Employer HEREBY authorizes Anthem or its agents to initiate ACH transfer entries for the following depository in accordance with NACHA Operating Rules outlined below:

Designate the plans this bank account will fund: Specific plan(s)

If specific plan is selected, select the plan and complete below. If additional plans are selected, complete additional ACH forms in Appendix 3.

☑ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number Routing Number Type of Account: Checking

Financial Institution Name

Name of Authorized Signer Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

Spending Account Utilization (Claim & Debit Card Activity for NON-HSA Plans):
BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.
Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288
Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

NACHA Operating Rules

Employer HEREBY authorizes Anthem or its agent, , to initiate ACH debit entries (or correcting credit entries) to the bank account listed below. Anthem or its agent shall ACH debit the employer group for the sum total of claim reimbursement activity each day. Anthem or its agent shall notify the employer of claims activity through an email as well as an employer funding report. Employer agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this Agreement.

Both parties agree to be bound by NACHA Operating Rules as they pertain to these transactions. Employer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. This Authorization will remain in effect until Employer cancels it in writing or provides a new account authorization, allowing at least ten (10) business days for Anthem and its agent to act. Employer understands that if an ACH debit fails for any reason, including insufficient funds, and Anthem or its agent becomes obligated to settle claims, Employer will indemnify Anthem or its agent for such amounts within one (1) business day of receiving notice from Anthem or its agent. A charge of $100.00 may be assessed for each ACH return. Failure to transfer funds to Anthem or its agent as set forth herein may result in the suspension or termination of services.

Section H: Optional Services

Please select any additional services for Anthem to provide:
Additional fees may apply.

☐ Plan Document Creation: $50 per document (maximum $350)
☐ Plan Document Maintenance: $125/hour
☐ Non-Discrimination Testing: $75 per test (maximum $350)
☐ Custom Third-Party Substantiation Vendor File Feed (one-time fee)

- Current carrier $3,500
- New carrier $7,000

Additional fees may apply for non-standard templates

Dental:

Vision:

Pharmacy:

Section I: Signature Section

Date

Signature

Name

Title

Section J: Internal Use Only

Brand: Anthem BlueCross BlueShield

Customer Phone Number:

Appendix 1. Additional Health Reimbursement Arrangements

HRA2: Group Suffix

Plan Start Date	Plan End Date	Claim Run-Out Date
Terminated employees can submit claims for	If "Other", please specify:	

HRA Funding per Employee

Will HRA funds be pro-rated based on entry date in the plan?

If not pro-rated, will HRA funds be distributed to employees on a monthly, quarterly or annual basis?

Select one tier only then specify annual allocation level per tier *(2 tier only for <1,000)*:
Dollar amount in each field below must be populated.

Will incentives be offered to employees to earn HRA dollars by completing health activities?
If 'Yes', please select one:

If offering ability to earn incentives on top of the employer HRA allocation, enter the HRA allocation amounts below.

***Health Incentive Account Plus**: Health Incentive Plan (HIP) + Health Reimbursement Arrangement (HRA): Eligible expenses and method of spending will be same as HRA. If 'yes' is selected, complete HRA Section.*

*If offering **incentive HRA only**, select your funding tier and enter 0.00 for each coverage type.*

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Who will be sending incentive files?

☐ Vendor ☐ Employer

What format(s) will the file be submitted in?

SELECT ONE OFFERING FROM APPENDIX 1-1 – 1-5.

Appendix 1-1: Member Pay HRA with Debit Card

Indicate the services you would like to cover. A debit card will be offered to all members:
☐ Medical ☐ Dental ☐ Vision ☐ Rx ☐ OTC

Appendix 1-2: Provider Pay Medical with Optional Rx/Dental/Vision Debit Card

Indicate the services you would like to cover.
☐ Auto Pay Medical:
- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)
☐ Dental (Debit Card)
☐ Vision (Debit Card)

Appendix 1-3: Provider Pay HRA with an Upfront Deductible – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx

Select one tier that matches the employee HRA Funding Tier, then specify the HRA up front deductible *(2 tier only for <1,000)*:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Do you want an embedded deductible per individual? If so, provide the individual upfront deductible.

☐ Individual Deductible: $

Appendix 1-4: Provider Pay Medical Split HRA: Employer HRA Covers a Percent of Each Claim – With Optional Rx Debit Card

Indicate the Member Responsibility by claim:

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)

Appendix 1-5: HRA Provider Pay – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance

☐ Rx

Appendix 1-6: HRA Rollover

Would you like to offer an HRA rollover?
If you select 'yes', please fill out this section. If you select 'no', please move to the next section.

Rollover Date *(recommend 3 months from the effective date and the first of the month)*:

Minimum rollover amount *(recommend $0)*: **$**

How much of remaining employee funds should rollover to the next plan year?

If "Percent" or "Percent Up to Cap" are selected, specify percent value: %

Select one tier only then specify maximum rollover amount for each tier:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Was there a rollover of unused funds with a different administrator last year?

Does this group require rollover of unused HRA funds from a renewing legacy Lumenos HRA account that was administered on LITES?
No data file impact

Appendix 2. Additional Health Reimbursement Arrangements

HRA2: Group Suffix

Plan Start Date	Plan End Date	Claim Run-Out Date

Terminated employees can submit claims for	If "Other", please specify:

HRA Funding per Employee

Will HRA funds be pro-rated based on entry date in the plan?

If not pro-rated, will HRA funds be distributed to employees on a monthly, quarterly or annual basis?

Select one tier only then specify annual allocation level per tier *(2 tier only for <1,000)*:
Dollar amount in each field below must be populated.

Will incentives be offered to employees to earn HRA dollars by completing health activities?
If 'Yes', please select one:

If offering ability to earn incentives on top of the employer HRA allocation, enter the HRA allocation amounts below.

***Health Incentive Account Plus**: Health Incentive Plan (HIP) + Health Reimbursement Arrangement (HRA): Eligible expenses and method of spending will be same as HRA. If 'yes' is selected, complete HRA Section.*

*If offering **incentive HRA only**, select your funding tier and enter 0.00 for each coverage type.*

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

SELECT ONE OFFERING FROM APPENDIX 2-1 – 2-5.

Appendix 2-1: Member Pay HRA with Debit Card

Indicate the services you would like to cover. A debit card will be offered to all members:

☐ Medical ☐ Dental ☐ Vision ☐ Rx ☐ OTC

Appendix 2-2: Provider Pay Medical with Optional Rx/Dental/Vision Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)

☐ Dental (Debit Card)

☐ Vision (Debit Card)

Appendix 2-3: Provider Pay HRA with an Upfront Deductible – No Debit Card

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx

Select one tier that matches the employee HRA Funding Tier, then specify the HRA up front deductible *(2 tier only for <1,000)*:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Do you want an embedded deductible per individual? If so, provide the individual upfront deductible.

☐ Individual Deductible: $

Appendix 2-4: Provider Pay Medical Split HRA: Employer HRA Covers a Percent of Each Claim – With Optional Rx Debit Card

Indicate the Member Responsibility by claim:

Indicate the services you would like to cover.

☐ Auto Pay Medical:

- ☐ In Network Medical Deductible
- ☐ In Network Coinsurance
- ☐ In Network Copays*
- ☐ Out of Network Medical Deductible
- ☐ Out of Network Coinsurance
- ☐ Out of Network Copays*

**Not recommended for Provider Pay*

☐ Rx (Debit Card)

Appendix 2-5: HRA Provider Pay – No Debit Card

Indicate the services you would like to cover.

- ☐ Auto Pay Medical:
  - ☐ In Network Medical Deductible
  - ☐ Out of Network Medical Deductible
  - ☐ In Network Coinsurance
  - ☐ Out of Network Coinsurance
- ☐ Rx

Appendix 2-6: HRA Rollover

Would you like to offer an HRA rollover?
If you select 'yes', please fill out this section. If you select 'no', please move to the next section.

Rollover Date *(recommend 3 months from the effective date and the first of the month)*:

Minimum rollover amount *(recommend $0)*: **$**

How much of remaining employee funds should rollover to the next plan year?

If "Percent" or "Percent Up to Cap" are selected, specify percent value: %

Select one tier only then specify maximum rollover amount for each tier:

Employee (S)	Employee + Adult (A)	Employee + Child (C)	Employee + Children (N)	Family (F)
$	$	$	$	$

Was there a rollover of unused funds with a different administrator last year?

Does this group require rollover of unused HRA funds from a renewing legacy Lumenos HRA account that was administered on LITES?
No data file impact

Appendix 3. Additional ACH Authorization

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.
Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288
Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

This bank account is for: *Select all that apply:* ☐ HRA ☐ FSA ☐ FSL ☐ DCA ☐ Transit ☐ Parking

Bank Account Number | Routing Number | Type of Account:

Financial Institution Name

Name of Authorized Signer | Title of Authorized Signer

Signature/e-Signature

E-mail Contact (for daily settlement notification)

BMO HARRIS BANK N/A. ACCOUNT NAME:Med-I-Bank ROUTING NUMBER: 075000051
ORIGINATION ID: 07500005 COMPANY ID (Daily POS Settlements): 1383261866 COMPANY ID (RESUBMITS): W383261866 COMPANY ID: 3333313100.
Note there is a $1 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

WealthCare Saver (HSA Deposits):
BMO HARRIS BANK N/A. COMPANY ID: I900808825 ROUTING NUMBER: 071000288
Note there is a $0.01 non-refundable pre-note to ensure the account can be debited. If there is a filter preventing unauthorized bank entries, please make sure these filters are added.

Employer HEREBY authorizes Anthem, or its agents, to initiate ACH transfers for the above depository(ies) in accordance with the NACHA Operating Rules outlined below:

Employer HEREBY authorizes Anthem or its agent, , to initiate ACH debit entries (or correcting credit entries) to the bank account listed above. Anthem or its agent shall ACH debit the employer group for the sum total of claim reimbursement activity each day. Anthem or its agent shall notify the employer of claims activity through an email as well as an employer funding report. Employer agrees not to dispute any debits with its bank provided the transaction(s) correspond to the terms indicated in this Agreement.

Both parties agree to be bound by NACHA Operating Rules as they pertain to these transactions. Employer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. This Authorization will remain in effect until Employer cancels it in writing or provides a new account authorization, allowing at least ten (10) business days for Anthem and its agent to act. Employer understands that if an ACH debit fails for any reason, including insufficient funds, and Anthem or its agent becomes obligated to settle claims, Employer will indemnify Anthem or its agent for such amounts within one (1) business day of receiving notice from Anthem or its agent. A charge of $100.00 may be assessed for each ACH return. Failure to transfer funds to Anthem or its agent as set forth herein may result in the suspension or termination of services.

Signature/e-Signature

Augusta, Georgia

2024 Renewal Summary

Policy 752570

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since August 1, 2015. We appreciate your business and the chance to renew our commitment. We strive to provide Augusta, Georgia and your employees outstanding value, expertise and personal service.

As always our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short—better results with less noise. Thank you again for your continued business.

Our Approach to Renewals - Continued Partnership

The renewal rates for your Group Life and Disability insurance will be effective January 1, 2024

In designing fair renewal pricing, we review three components of rating:

1. The Calculated Rate (also called the Manual Rate): We use your current census file demographics, plan design, industry and location to determine a rate for your coverage based on The Standard's book of business of other similar customers. We do this for groups of all sizes.

2. The Experience Rate: In addition, we use your past claims history to help us determine your renewal rates. Especially for large employers, past claims experience can be a fair and useful predictor of future liability.

3. The Blended Rate: If applicable, we use a formula to determine how credible your Experience Rate is in predicting your future claims and blend it with your Calculated Rate. This produces a Blended Rate that we use to determine your final pricing.

In this package you'll see demographics tables, experience tables, and experience evaluations, where applicable, and a rating action for each of the products reviewed. Please see the renewal summary for complete list of renewal rates.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Renewal Action for Basic Life

The renewal for Basic Life will be as follows:

January 1, 2024 Renewal Rates

Product Class	Through 12/31/2023	Effective 1/1/2024
Basic Life		
Actives	$0.26 Per $1,000	$0.26 Per $1,000
Retirees	$3.34 Per $1,000	$3.34 Per $1,000

Rates will be guaranteed for 2 years until January 1, 2026

The Standard is committed to helping you provide employees and their beneficiaries with the support they need. Below is a reminder of the additional services and tools offered with your Life plan.

The Life Services Toolkit

For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to- face. They can also take advantage of access to financial counselors, legal consultation and other support services. This service is offered through a vendor that is not affiliated with The Standard.

Travel Assistance

Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel from home or internationally for business or pleasure with minimal restrictions. Available 24 hours a day — with access online or through a single phone call — Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services and medical, legal, and translation service referrals. This service is offered through a vendor that is not affiliated with The Standard.

Your Additional Life and Spouse Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Renewal Action for Additional Life and Spouse Life

The renewal for Additional Life and Spouse Life will be as follows:

January 1, 2024 Renewal Rates

Product Class	Through 12/31/2023	Effective 1/1/2024
Additional Life and Spouse Life *Rate is based on age of Spouse on Last January 1*	Rate Mode is Per $1,000	Rate Mode is Per $1,000
Under 30	$0.090	$0.090
30 - 34	$0.100	$0.100
35 - 39	$0.120	$0.120
40 - 44	$0.190	$0.190
45 - 49	$0.320	$0.320
50 - 54	$0.530	$0.530
55 - 59	$0.820	$0.820
60 - 64	$1.280	$1.280
65 - 69	$2.300	$2.300
70 and Older	$3.690	$3.690

Rates will be guaranteed for 2 years until January 1, 2026

Your Long Term Disability Renewal

The Standard's Long Term Disability insurance helps your employees protect a portion of their incomes. Our holistic approach can also support productivity by helping employees stay at or return to work.

Renewal Action for Long Term Disability

The renewal for Long Term Disability will be as follows:

January 1, 2024 Renewal Rates

Product Class	Through 12/31/2023	Effective 1/1/2024
Long Term Disability	0.297 % Insured Earnings	0.297 % Insured Earnings

Rates will be guaranteed for 2 years until January 1, 2026

The Standard is committed to offering services that help employees feel successful at work and at home. To make sure you're aware of what's offered with your LTD plan, we've highlighted key services below.

Employee Assistance Program

The Employee Assistance Program (EAP) can help employees and managers resolve personal and workplace issues. The EAP provides 24/7 support from masters-degreed clinicians by phone, online, live chat, email and text. Employees and family members can receive referrals to support groups, a network counselor, or community resources. They can also be connected to your health plan and other benefits you offer. Your program includes face-to-face counseling sessions. EAP services can help with depression, family issues, life improvement, addictions, financial concerns, workplace conflicts and more. They can also be connected to your health plan and other benefits you offer. This service is offered through a vendor not affiliated with The Standard.

Augusta, Georgia
2024 Renewal Summary
Policy 752570

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with Augusta, Georgia. A summary of our 2024 Renewal Offer is in the chart below. Thank you for allowing The Standard the opportunity to support your insurance needs.

Products & Services *	Through 12/31/2023	Effective 1/1/2024
Basic Life		
Actives	$0.26 Per $1,000	$0.26 Per $1,000
Retirees	$3.34 Per $1,000	$3.34 Per $1,000
Travel Assistance for Basic Life	*Included in rates for Basic Life*	*Included in rates for Basic Life*
Additional Life and Spouse Life	Rate Mode is Per $1,000	Rate Mode is Per $1,000
Rate is based on age of Spouse on Last January 1		
Under 30	$0.090	$0.090
30 - 34	$0.100	$0.100
35 - 39	$0.120	$0.120
40 - 44	$0.190	$0.190
45 - 49	$0.320	$0.320
50 - 54	$0.530	$0.530
55 - 59	$0.820	$0.820
60 - 64	$1.280	$1.280
65 - 69	$2.300	$2.300
70 and Older	$3.690	$3.690
Child Life	$1.00 Per $1,000, Elective	$1.00 Per $1,000, Elective
Voluntary AD&D		
Member	$0.045 Per $1,000, Elective	$0.045 Per $1,000, Elective
Family	$0.045 Per $1,000, Elective	$0.045 Per $1,000, Elective
Child	$0.045 Per $1,000, Elective	$0.045 Per $1,000, Elective
Long Term Disability	0.297 % Insured Earnings	0.297 % Insured Earnings
Employee Assistance Program	*Included in Rates for LTD*	*Included in Rates for LTD*
	Rates will be guaranteed for 2 years until January 1, 2026.	

** The rates above are shown monthly*

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Atlanta group office at (770) 434-0333 and we'll be happy to help.

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP LIFE INSURANCE

Policyholder:	Augusta, Georgia
Policy Number:	752570-A
Effective Date:	August 1, 2015

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

Chairman and CEO

GC190-LIFE/S399

Table of Contents

Index of Defined Terms

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	752570-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Not applicable
Policyholder:	Augusta, Georgia
Employer(s):	Augusta, Georgia
Group Policy Effective Date:	August 1, 2015
Policy Issued in:	Georgia

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are one of the following:

1. An active employee of the Employer who is regularly working at least 30 hours each week; or
2. An employee of the Employer who retired under the Employer's retirement program.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition:

Class 1:	Active Administrators
Class 2:	All other Active Members
Class 3:	Retired Members

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date:
Class 1 and 2:	If you are a Member on the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member. If you become a Member after the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member.
Class 3:	If you are a Member on the Group Policy Effective Date, you are eligible on that date. If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.
Evidence Of Insurability:	Required: a. For late application for Contributory insurance. b. For reinstatements if required. c. For Members and Dependents eligible but not insured under the Prior Plan. d. For any Plan 2 (optional) Life Insurance Benefit in excess of the Guarantee Issue Amount of (a) 3 times your Annual Earnings or (b) $200,000; whichever is less. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of additional life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date. e. For any increase resulting from a plan or option change you elect.

Certain Evidence Of Insurability Requirements Will Be Waived. Your insurance is subject to all other terms of the Group Policy.

One Time Open Enrollment Period: November 15, 2019 through November 29, 2019

If you are eligible for or insured for Plan 2 (additional) Life Insurance or Dependents Life Insurance under the Group Policy, certain Evidence Of Insurability requirements will be waived with respect to Plan 2 (additional) Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you, your Spouse or Child previously submitted Evidence Of Insurability that was not approved by us under any group policy issued by us to the Policyholder or covering your Employer.

1. If you are eligible but not insured for Plan 2 (additional) Life Insurance under the Group Policy, requirements a. and c. above will be waived for you if you apply for an amount of Plan 2 (additional) Life Insurance up to the Guarantee Issue Amount during your Employer's One Time Open Enrollment Period.

2. If you are insured for an amount of Plan 2 (additional) Life Insurance under the Group Policy, for an amount less than the Guarantee Issue Amount, requirement e. above will be waived for you if you apply for an increase in your Plan 2 (additional) Life Insurance up to the Guarantee Issue Amount during your Employer's

One Time Open Enrollment Period. However, Evidence Of Insurability is required to become insured for any Plan 2 (additional) Life Insurance Benefit that exceeds the Guarantee Issue Amount.

3. If your Spouse is eligible but not insured for Dependents Life Insurance under the Group Policy, requirements a. and c. above will be waived for your Spouse if you apply for Dependents Life Insurance for your Spouse up to $10,000 during your Employer's One Time Open Enrollment Period.

4. If your Spouse is insured for an amount of Dependents Life Insurance under the Group Policy, for an amount less than $10,000 requirement e. above will be waived for your Spouse if you apply for an increase in Dependents Life Insurance for your Spouse up to $10,000 during your Employer's One Time Open Enrollment Period.

5. If your Child was eligible but not insured for Dependents Life Insurance under the Group Policy, requirements a. and c. above will be waived for your Child if you apply for Dependents Life Insurance for your Child in the amount of $5,000 during your Employer's One Time Open Enrollment Period.

PREMIUM CONTRIBUTIONS

Life Insurance:	
Plan 1 (basic):	
Class 1 and 2:	Noncontributory
Class 3:	Contributory
Plan 2 (optional):	Contributory
Dependents Life Insurance:	Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1 (basic):

Class 1:	1 times your Annual Earnings, rounded to the nearest multiple of $1,000, if not already a multiple of $1,000. The maximum amount is $300,000.
Class 2:	$50,000
Class 3:	$25,000

Plan 2 (optional):

Class 1 and 2:	You may apply for Life Insurance in multiples of $10,000, from $10,000 to $400,000. Plan 2 Life Insurance Benefit may not exceed 5 times your Annual Earnings.
Class 3:	None
The Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed $5,000 or 10% of the Life Insurance Benefit, whichever is less.

Dependents Life Insurance Benefit:

For your Spouse:

Class 1 and 2:	You may elect one of the following options: Option 1: $5,000 Option 2: $10,000
Class 3:	None

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your combined Plan 1 (basic) and Plan 2 (optional) Life Insurance.

For your Child:

Class 1 and 2:	$5,000
Class 3:	None

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your combined Plan 1 (basic) and Plan 2 (optional) Life Insurance.

REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life Insurance:

Age Of Member	Percentage
65 through 69	65%
70 or over	50%

OTHER BENEFITS

Waiver Of Premium:

Class 1 and 2:	Yes
Class 3:	No
Accelerated Benefit:	Yes

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:	
Minimum Time Insured:	5 years
Maximum Conversion Amount:	$2,000
Suicide Exclusion:	Applies to Plan 2 (optional) Life Insurance
Leave Of Absence Period:	60 days
Continuity Of Coverage:	Yes
Insurance Eligible For Portability:	
For you:	
Life Insurance	Yes
Minimum amount:	$10,000
Maximum amount:	$500,000
For your Spouse:	
Dependents Life Insurance	Yes
Minimum amount:	$5,000
Maximum amount:	$100,000
For your Child:	
Dependents Life Insurance	Yes
Minimum amount:	$1,000
Maximum amount:	$5,000
Annual Earnings based on:	IRS Form W-2. See **Definitions**.

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on:

i. The January 1 following the date you apply for an elective increase or the date of change in your classification or Annual Earnings.

ii. The date of a change in your age.

2. Decreases

A decrease in your Life Insurance Earnings becomes effective on:

i. The January 1 following the date of change in your classification or Annual Earnings.

ii. The date of a change in your age.

Any other decrease in your Life Insurance becomes effective on the January 1 following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

   Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

   a. Noncontributory Life Insurance

      Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

   b. Contributory Life Insurance

      You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

      (i) The date you become eligible if you apply on or before that date.

      (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

   a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

   b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates, unless you are covered as a retired Member; and

4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.

   a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.

   b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

   c. During the first 60 days of:

      (1) A temporary layoff; or

      (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.

   d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.

   e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features.**

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.

2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.

3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.

4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

D. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

E. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

a. The date you become eligible for Life Insurance; and

b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and

2. The date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

i. The date your Life Insurance becomes effective; and

ii. The date you first acquire a Dependent.

2. Contributory Dependents Life Insurance

   You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

   i. The date your Life Insurance becomes effective if you apply on or before that date;

   ii. The date you become eligible to insure your Dependents if you apply on or before that date; and

   iii. The date you apply if you apply within 31 days after you become eligible.

   Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.

d. Takeover Provision

   Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce;
6. For any Dependent, the date the Dependent ceases to be a Dependent.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

   (If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you are under age 75.

3. On the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the12 consecutive month period, we will include time insured under the Prior Plan.

4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

   This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of $1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day **or** first day of the calendar month after your employment with your Employer or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, if you apply within 31 days after the date your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan.

If death occurs within 31 days after the date your employment terminates or is reduced or you retire under the Employer's retirement plan **or** insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your <employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan, and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment or insurance under the Group Policy terminates or is reduced or you retire under the Employer's retirement plan.

(WITH DL REF) LI.TP.OT.1X

WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

(ELIG 60_TERMS 65) LI.WP.OT.2

ACCELERATED BENEFIT

A. Accelerated Benefit

Member: If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least $10,000 of Insurance in effect to be eligible.

Spouse: Member: If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least $5,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is $500,000. The minimum Accelerated Benefit is $5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

LI.AB.OT.5

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
   a. The Member's failure to make a required premium contribution.
   b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.

2. The maximum amount you have a Right To Convert is the lesser of:

   a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and

   b. The Maximum Conversion Amount. See **Coverage Features.**

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 10 working days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive

the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.GA.5

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
   a. AD&D Insurance benefits payable because of the death of your Dependent.
   b. Dependents Life Insurance benefits.

c. Accelerated Benefits.

4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.

   a. The children of the Dependent.

   b. The parents of the Dependent.

   c. The brothers and sisters of the Dependent.

   d. Your estate.

5. Additional Benefits will be paid as follows:

   The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designations between your Plan 1 Life Insurance and Plan 2 Life Insurance may be different.

Your Beneficiary designation for your Plan 1 AD&D Insurance death benefits will be the same as your Plan 1 Life Insurance.

Your Beneficiary designation for your Plan 2 AD&D Insurance death benefits will be the same as your Plan 2 Life Insurance.

You may name a Beneficiary for your Plan 1 Life Insurance and your Plan 2 Life Insurance as identified above. If you do not name a Beneficiary for each of your Plan 1 Life Insurance and Plan 2 Life Insurance, death benefits payable due to your death for that Plan will be paid in accordance with D. No Surviving Beneficiary, below. Death benefits payable due to the death of your Spouse where a Beneficiary is not named will be paid in accordance with A4. of this section. Two or more named surviving Beneficiaries will share equally, unless specified otherwise.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;

2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

   If the amount payable to a Recipient is less than $25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

   If the amount payable to a Recipient is $25,000, or more, we will deposit it into a Standard Secure Access checking account which:

   a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
   b. Is owned by the Recipient;
   c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
   d. Is fully guaranteed by us.

3. Installments

   Payment to a Recipient may be made in installments if:

   a. The amount payable is $25,000 or more;
   b. The Recipient chooses; and
   c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(NO FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.OT.6X

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
   a. Eligibility for insurance;
   b. Entitlement to benefits;
   c. Amount of benefits payable;
   d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means 12 times your average monthly earnings from your Employer determined from your W-2 form for the preceding calendar year. If you do not have a W-2 form from the Employer for the preceding calendar year, Annual Earnings means your annual rate of earnings on your last full day of Active Work. Annual Earnings does not include stock options or stock bonuses even if reported on your W-2 form.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

i. Your adopted child; or

ii. Your stepchild and the child of your Spouse, if living in your home.

iii. A child living in your home for whom you are the court appointed legal guardian.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

(W2_NO STOCK) LI.DF.OT.5X

ALIC99X

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP LONG TERM DISABILITY INSURANCE

Policyholder:	Augusta, Georgia
Policy Number:	752570-B
Effective Date:	August 1, 2015

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.

Chairman, President and CEO

GC190-LTD/S399

Table of Contents

Index of Defined Terms

COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	752570-B
Policyholder:	Augusta, Georgia
Employer(s):	Augusta, Georgia
Group Policy Effective Date:	August 1, 2015
Policy Issued in:	Georgia

Member means:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date: If you are a Member on the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member. If you become a Member after the Group Policy Effective Date, you are eligible on the first day following 30 consecutive days as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

LTD Benefit:	60% of the first $8,333 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	$5,000 before reduction by Deductible Income.
Minimum:	$100
Benefit Waiting Period:	180 days.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger	To age 65, or to SSNRA, or 3 years 6 months, whichever is longest.
62	To SSNRA, or 3 years 6 months, whichever is longer.
63	To SSNRA, or 3 years, whichever is longer.
64	To SSNRA, or 2 years 6 months, whichever is longer.
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

PREMIUM CONTRIBUTIONS

Insurance is:	Noncontributory

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features.**

(VAR MBR DEF) LT.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

1. Insurance Subject To Evidence Of Insurability

   Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Insurance Not Subject To Evidence of Insurability

   The **Coverage Features** states whether insurance is Contributory or Noncontributory.

   a. Noncontributory Insurance

      Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

   b. Contributory Insurance

      You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

      i. The date you become eligible if you apply on or before that date; or

      ii. The date you apply if you apply within 31 days after you become eligible.

      Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

a. For late application for Contributory insurance.

b. For Members eligible but not insured under the Prior Plan.

c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

There is no Minimum LTD Benefit if there is a reduction by benefits payable under the Prior Plan.

B. Effect Of Preexisting Conditions

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or

b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or

b. The date LTD Benefits end under the terms of the Group Policy.

(PX AND AW) LT.CC.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.

   a. During the first 365 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.

   b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.

   c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.

   d. During the Benefit Waiting Period.

LT.EN.OT.1X

WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
   a. If you become insured again within 90 days.
   b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

LT.RE.OT.2

DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

A. Own Occupation Definition Of Disability.

B. Any Occupation Definition Of Disability.

A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OWNOCC_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

a. In your Own Occupation during the Own Occupation Period; and

b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings.

D. Family Care Expenses Adjustment

If you must pay Family Care Expenses in order to work, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:

1. Your Work Earnings will be reduced by the first $250 per Family Member of the monthly Family Care Expenses you pay, but not to exceed a total of $500 for all Family Members.

2. The Work Earnings and the Family Care Expenses must be for the same period.
3. You must give us satisfactory proof of the Family Care Expenses you pay.
4. The Work Earnings reduction by Family Care Expenses will end 12 months after it begins.

Family Care Expenses means the amount you pay to a licensed care provider for the care of your Family which is necessary in order for you to work.

Family Member means:

1. Your Child; or
2. Your spouse, parent, grandparent, sibling, or other close family member residing in your home who is:
   a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
   b. Chiefly dependent upon you for support and maintenance.

Child means:

1. Your child residing in your home (including your stepchild and an adopted child), from live birth through age 11; or
2. Your child, age 12 or older, residing in your home (including your stepchild and an adopted child) who is:
   a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
   b. Chiefly dependent upon you for support and maintenance.

(PLUS PCT_FAMILY CR) LT.RW.OT.2

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to $25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

a. Training and education expenses.

b. Family care expenses.

c. Job-related expenses.

d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

A. Allowable Periods

1. During the Benefit Waiting Period: a total of 90 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

(NEW TR PERIOD) LT.TR.OT.1

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

PREDISABILITY EARNINGS

Predisability Earnings means your average monthly earnings from your Employer determined from your W-2 form for the calendar year immediately preceding the date you become Disabled. If you

do not have a W-2 form from the Employer for the preceding calendar year, Predisability Earnings means your average monthly earnings for the time you have been a Member. Any change in your earnings after your last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
   b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
2. Stock options or stock bonuses even if reported on your W-2 form.

(W2_NO STOCK) LT.PD.OT.1

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
   a. A workers' compensation law;
   b. The Jones Act;
   c. Maritime Doctrine of Maintenance, Wages, or Cure;
   d. Longshoremen's and Harbor Worker's Act; or
   e. Any similar act or law.
4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
   a. The Federal Social Security Act;
   b. The Canada Pension Plan;
   c. The Quebec Pension Plan;
   d. The Railroad Retirement Act; or

e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

   If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.
8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHR OFFST_PUB_WITH 3RD) LT.DI.OT.1

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:

   a. Profit sharing plan.

b. Thrift or savings plan.

c. Deferred compensation plan.

d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.

e. Individual Retirement Account (IRA).

f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).

g. Stock ownership plan.

h. Keogh (HR-10) plan.

(PUB_NO OTHR OFFST) LT.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

COST OF LIVING ADJUSTMENT BENEFIT

A. Eligibility

You are eligible for a COLA Benefit if, on each April 1, you have been Disabled for the preceding calendar year (January 1, through December 31) and are receiving LTD Benefits.

B. COLA Benefit Rules

1. Your LTD Benefits becoming payable after you are eligible for a COLA Benefit are increased by the COLA Factor in effect for the current year.
2. A new COLA Factor is determined each April 1.
3. Your first COLA Factor is equal to 1.00 plus the rate of increase in the CPI-W for the prior calendar year.
4. Each following COLA Factor is equal to 1.00 plus the rate of increase in the CPI-W for the prior calendar year, times the previous COLA Factor.
5. The maximum rate of increase in the CPI-W that we will use is 3%.
6. The amount payable after adjustment by the COLA Factor will not exceed $25,000.
7. Your COLA Factor will not decrease, even if the CPI-W decreases.
8. The Minimum LTD Benefit is not adjusted by the COLA Factor.

(TO 65_FULL) LT.CA.OT.3

SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
   a. Your surviving spouse;
   b. Your surviving unmarried children, including adopted children, under age 25;
   c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
   d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

(MULTPL) LT.SB.OT.1

CONVERSION OF INSURANCE

Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

1. Your insurance ends for a reason other than:
   a. Termination or amendment of the Group Policy;
   b. Your failure to make a required premium contribution; or
   c. Your retirement.
2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
3. You are not Disabled on the date your insurance ends.
4. You are a citizen or resident of the United States or Canada.
5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

1. $4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is $8,000);
2. 60% of your insured Predisability Earnings on the date your insurance ended; and
3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

LT.CV.OT.2

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods,** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Preexisting Condition

1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

a. For which you have done or for which a reasonably prudent person would have done any of the following:

i. Consulted a physician or other licensed medical professional;

ii. Received medical treatment, services or advice;

iii. Undergone diagnostic procedures, including self-administered procedures;

iv. Taken prescribed drugs or medications;

b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

2. Exclusion

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

a. Have been continuously insured under the Group Policy for 12 months; and

b. Have been Actively At Work for at least one full day after the end of that 12 months.

D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

F. Alcohol Exclusion

You are not covered for a Disability caused or contributed to by your operation of a Motor Vehicle while you are under the influence of alcohol.

You will be deemed to be under the influence of alcohol if your blood alcohol level meets or exceeds the level at which intoxication would be presumed under the applicable state law in which the Motor Vehicle accident occurred. If the Motor Vehicle accident occurs outside of the United States intoxication is presumed at a blood alcohol level equal to or greater than .08 grams per deciliter.

Motor Vehicle means a motor vehicle licensed for use on public highways.

(WITH PRUDNT) LT.XD.GA.1X

DISABILITIES SUBJECT TO LIMITED PAY PERIODS

A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

1. Mental Disorders; or
2. Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder or Substance Abuse at the end of the 24 months, this limitation will not apply for the periods shown below:

a) While you remain continuously confined; and

b) If payment of LTD Benefits is continued under a. above, the limitation will not apply for the first 90 days immediately following your Hospital discharge, assuming you remain Disabled. A Hospital reconfinement will not extend the 90 day period.

During none of the periods above will benefits be payable beyond the end of the Maximum Benefit Period

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(NO OTHR LMS) LT.LP.OT.1X

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 10 working days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. A description of any additional information needed to support your claim.

d. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting

the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Group Policy are not assignable.

J. Interest Paid On Benefits

If we fail to comply with the claim processing and payment provisions described above, we will pay interest on accrued benefits at a rate of 18 percent per annum.

(REV PUB WRDG) LT.CL.GA.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
   a. Eligibility for insurance;
   b. Entitlement to benefits;
   c. The amount of benefits payable; and
   d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the

rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

Administrative Services Committee Meeting

Meeting Date: 11/28/2023

HCD_ Lead Hazard Reduction Program Partnerships Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve HCD's request of recommendation of award for the RFQ Item #23-188 in compliance and direction of the Augusta Procurement Department.

Background: On January 24, 2023, HUD awarded $3.9 million, to the City of Augusta as part of the record investment of $125 million nationwide: to 26 state and local government agencies that will help protect Augusta, Georgia's children and families from lead-based paint and home health hazards.

The Lead-Based Paint Hazard Reduction Program (LBP) grants include $3,560,000 in LBP funding and $400,000 in HUD's Healthy Homes Supplemental funding. The LBP grants include $400 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards, in addition to lead-based paint hazards.

Lead Hazard Reduction

This program funds lead hazard reduction activities in owner-occupied single-family homes and rental properties if the units meet the minimum program requirements. These requirements include but are not limited to, the units which must be in need of lead hazard reduction activity; structurally sound upon completion of the lead hazard reduction activity; and registered with the **Georgia Department of the Environment Lead Poisoning Prevention Program.**

Analysis: Motion to approve HCD's request in authorizing and approving securing lead services in response to RFQ Item #23-188 for Certified Lead Abatement Contractors, Certified Lead RRP Contractor, Certified Lead Inspector/ Risk Assessor, Clearance Inspectors with the Contractors. The vendors are

required to have acquired Georgia Certification for the respective areas of discipline to be also to be qualified.

The recommendation of award for the following areas of discipline:

1. Georgia Certified Lead Abatement Contractors:
Clean and Green Environmental
EnviroLogical Elements Inc.

2.Georgia Certified Lead Renovation, Repair and Paint (RRP) Contractor
King Chapel Realty
G &P Construction
Clean and Green Environmental
EnviroLogical Elements Inc.
Blount's Complete Home Services Inc.
Good Human Solutions Inc.

3. Georgia Certified Lead Inspector/ Risk Assessor
Clean and Green Environmental
EnviroLogical Elements Inc.

4. Georgia Clearance Inspectors
King Chapel Realty
G &P Construction
Clean and Green Environmental
EnviroLogical Elements Inc.
Blount's Complete Home Services Inc.
Good Human Solutions Inc.
4. Georgia Clearance Inspectors

Pre-qualifying the vendors will allow the vendors to bid on lead hazard reduction projects.

Financial Impact: Augusta, Georgia receives funding from HUD annually.

Alternatives: Deny HCD’s Request

Recommendation: Motion to approve HCD's request of recommendation of award for the RFQ Item #23-188 in compliance and direction of the Augusta Procurement Department.

Funds are available in the following accounts: Lead Grant: Total amount requested - $0
221073227- 5211120 Contractional Services

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

Request for Qualification

Request for Qualifications will be received at this office until **Friday, October 27, 2023 @ 11:00 a.m.** via ZOOM **Meeting ID: 892 2666 7872; Passcode: 414311** for furnishing:

RFQ Item #23-188 Lead Grant Hazard Reduction Program for Augusta, GA – Housing and Community Development

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, October 13, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to procurement. **All specific requirements contained in the request for qualification including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark the RFQ number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for qualification issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	September 21, 28 2023 and October 5, 12, 2023
Metro Courier	September 21, 2023

Revised: 3/22/21

RFQ #23-188 - Lead Grant Reduction Program for Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 82
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 270
Georgia Procurement Registry: 921
Total packages submitted: 7
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies
Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Yes	209640	Yes	Yes	Yes
Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Yes	1817653	Yes	Yes	Yes
Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	Yes	267977	Yes	Yes	Yes
G & P Construction 317 Reynolds St North Augusta, SC 30901	Yes	877166	Yes	Yes	Yes
Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Yes	1638978	Yes	Yes	Yes
King Chapel Realty 1756 Broad St Augusta, GA 30904	Yes	2305062	Yes	Yes	Yes
Ark Remediation, LLc - Non-Compliant - Late Submittal					

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
1. Georgia Certified Lead Abatement Contractors

Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	0.0	0.0	5.0	4.5	0.0	0.0	
3. Organization & Approach	(0-5)	15	0.0	0.0	4.5	4.5	0.0	0.0	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	0.0	0.0	5.0	4.5	0.0	0.0	
5. Financial Stability	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
6. References	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		**85**	**0.0**	**0.0**	**24.5**	**23.5**	**0.0**	**0.0**	**0.0**
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		**15**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		**100**	**0.0**	**0.0**	**24.5**	**23.5**	**0.0**	**0.0**	**0.0**

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
RFQ Due: Friday, October 27, 2023 @ 11:00 a.m.
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
1. Georgia Certified Lead Abatement Contractors

Vendors	King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	0.0	0.0	100.0	90.0	0.0	0.0	0.0
3. Organization & Approach	0.0	0.0	67.5	67.5	0.0	0.0	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	0.0	0.0	200.0	180.0	0.0	0.0	0.0
5. References	0.0	0.0	25.0	25.0	0.0	0.0	0.0
6. Financial Stability	0.0	0.0	25.0	25.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	0.0	0.0	417.5	387.5	0.0	0.0	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	0.0	0.0	417.5	387.5	0.0	0.0	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
2. Georgia Certified Lead Renovation, Repair and Paint (RRP) Contractor

Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	4.0	5.0	4.5	4.5	4.0	4.0	
3. Organization & Approach	(0-5)	15	5.0	4.5	5.0	4.5	4.5	5.0	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	4.5	5.0	5.0	4.5	5.0	4.5	
5. Financial Stability	(0-5)	5	5.0	5.0	5.0	5.0	5.0	4.5	
6. References	(0-5)	5	5.0	5.0	5.0	4.5	5.0	4.5	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		**85**	**23.5**	**24.5**	**24.5**	**23.0**	**23.5**	**22.5**	**0.0**
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		**15**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		**100**	**23.5**	**24.5**	**24.5**	**23.0**	**23.5**	**22.5**	**0.0**

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/9/23

RFQ #23-188 - Lead Grant Reduction Program for
Augusta, Georgia - Housing and Community Development
Evaluation Date: Thursday, November 9, 2023 @ 10:00 a.m. via ZOOM
2. Georgia Certified Lead Renovation, Repair and Paint (RRP) Contractor

Vendors	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078 (334) 283-5663	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815 (706) 793-9080	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024 (678) 807-7900	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341 (770) 455-0391	G & P Construction 317 Reynolds St North Augusta, SC 30901 (803) 624-9735	Good Human Solution 2008 Ryan Rd Augusta, GA 30904 (706) 267-7516	King Chapel Realty 1756 Broad St Augusta, GA 30904 (706) 910-7475
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	80.0	100.0	90.0	90.0	80.0	80.0	0.0
3. Organization & Approach	75.0	67.5	75.0	67.5	67.5	75.0	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	180.0	200.0	200.0	180.0	200.0	180.0	0.0
5. References	25.0	25.0	25.0	25.0	25.0	22.5	0.0
6. Financial Stability	25.0	25.0	25.0	22.5	25.0	22.5	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	385.0	417.5	415.0	385.0	397.5	380.0	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	385.0	417.5	415.0	385.0	397.5	380.0	0.0

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Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

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Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	0.0	0.0	5.0	4.5	0.0	0.0	
3. Organization & Approach	(0-5)	15	0.0	0.0	4.5	4.5	0.0	0.0	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	0.0	0.0	5.0	4.5	0.0	0.0	
5. Financial Stability	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
6. References	(0-5)	5	0.0	0.0	5.0	5.0	0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		85	0.0	0.0	24.5	23.5	0.0	0.0	0.0
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		15	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		100	0.0	0.0	24.5	23.5	0.0	0.0	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/9/23

Procurement DepartmentRepresentative:_____Nancy Williams_____

Procurement Department Completion Date: 11/9/23

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Vendors	King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	0.0	0.0	100.0	90.0	0.0	0.0	0.0
3. Organization & Approach	0.0	0.0	67.5	67.5	0.0	0.0	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	0.0	0.0	200.0	180.0	0.0	0.0	0.0
5. References	0.0	0.0	25.0	25.0	0.0	0.0	0.0
6. Financial Stability	0.0	0.0	25.0	25.0	0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	0.0	0.0	417.5	387.5	0.0	0.0	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	0.0	0.0	417.5	387.5	0.0	0.0	0.0

Internal Use Only

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Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

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4. Georgia Clearance Inspectors

Vendors			King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**						
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/ Fail	PASS	PASS	PASS	PASS	PASS	PASS	Fail
2. Qualifications & Experience	(0-5)	20	4.0	5.0	5.0	4.5	4.0	4.0	
3. Organization & Approach	(0-5)	15	5.0	4.5	5.0	5.0	4.5	4.5	
Scope of Services – Vendors should address the requirements listed under Section C the Scope of Services to include the following item: 1. Firms ability to abate, renovate repair paint and remediate a home of lead passing HUDs clearance level. 2. Firm ability to produce final clearance report including lead base paint component lead hazard control plan and final clearance and issue final clearance report 3. The firm must have the ability to have a lead supervisor on the project from start to finish. 4. The firm must show that they are abreast with current education requirements and Training. 5. Must be a lead abatement firm and trained certified RRP firm. 6. Number of educational classes instructed through HUD or EPA. 7. Cost Competitiveness - Explain your approach to cost of labor and materials for similar project scope.	(0-5)	40	5.0	5.0	5.0	4.5	4.5	4.5	
5. Financial Stability	(0-5)	5	5.0	5.0	5.0	5.0	4.5	4.5	
6. References	(0-5)	5	5.0	5.0	5.0	4.5	4.5	4.5	
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)		**85**	**24.0**	**24.5**	**25.0**	**23.5**	**22.0**	**22.0**	**0.0**
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
7. Presentation by Team	(0-5)	10							
8. Q&A Response to Panel Questions	(0-5)	5							
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)		**15**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
Total Cumulative Score (Maximum point is 500)		**100**	**24.0**	**24.5**	**25.0**	**23.5**	**22.0**	**22.0**	**0.0**

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Procurement Department Completion Date: 11/9/23

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Vendors	King Chapel Realty 1756 Broad St Augusta, GA 30904	Blount's Complete 2907C Tabacco Rd Hephzibah, GA 30815	Clean and Green Environmental 3245 Peachtree Pkwy Suite D-468 Suwanee, GA 30024	Envirological Elements, Inc. 2070 Peachtree Industrial Ct. Ste. 104 Altanta, GA 30341	G & P Construction 317 Reynolds St North Augusta, SC 30901	Good Human Solution 2008 Ryan Rd Augusta, GA 30904	Ark Remediation, LLC 2064 Notasulga Rd Tallassee, AL 36078
Phase I **Evaluation Criteria**	**Weighted Scores**						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
2. Qualifications & Experience	80.0	100.0	100.0	90.0	80.0	80.0	0.0
3. Organization & Approach	75.0	67.5	75.0	75.0	67.5	67.5	0.0
4.Scope of Services Scope of Services Firm's understanding of the Scope of Services and task and requirements for each area of the developer to be performed included in Section V. -Portfolio of two (2) past projects similar to the scope of services completed within the past three (3) years. -Experience with the development for new Construction and familiar with rehabilitation projects. -Experience with relevant projects in nature to the RFQ specifications requirements.	200.0	200.0	200.0	180.0	180.0	180.0	0.0
5. References	25.0	25.0	25.0	25.0	22.5	22.5	0.0
6. Financial Stability	25.0	25.0	25.0	22.5	22.5	22.5	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 425)	405.0	417.5	425.0	392.5	372.5	372.5	0.0
Phase 2 (Option - Numbers 7 - 8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
7. Presentation by Team	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8. Q&A Response to Panel Questions	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)							
Total Cumulative Score (Maximum point is 500)	405.0	417.5	425.0	392.5	372.5	372.5	0.0

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Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 11/9/23

Augusta GEORGIA

Housing and Community Development Departn

Hawthorne E. Welcher Jr, Director

Shauntia Lewis, Deputy Director

MEMORANDUM

To: Geri Sams, Procurement Director

From: Hawthorne Welcher, Jr., Housing and Community Development Director

CC: Darrell White, Procurement Deputy Director
Nancy Williams, Procurement Contract Compliance Administrator

Date: November 9, 2023

RE: **HCD Recommendation of Award to Enter into Contract Negotiations for RFQ Item #23-188 Lead Grant Hazard Reduction Program**

SUBJECT

I. In compliance with Augusta, Georgia's Code, and following direction from the Augusta Procurement Department, Housing and Community Development (HCD) requests the recommendation of award for the following RFQ Item #23-188.
- **King Chapel Realty,**
- **G &P Construction,**
- **Clean And Green Environmental,**
- **Envirological Elements, Inc.,**
- **Blount's Complete Home Services Inc.,**
- **Good Human Solutions.**

HOUSING COMMUNITY DEVELOPMENT RECOMMENDATION

Approve and authorize securing services in response to # RFQ Item 23-188 through Bid from King Chapel Realty, G &P Construction, Clean and Green Environmental, Envirological Elements Inc., Blount's Complete Home Services Inc., and Good Human Solutions Inc. Such Lead service are to include:

I. Certified Lead Abatement Contractors
   a. Lead Abatement Housing
   b. Passing Clearance
2. Certified Lead RRP Contractor
   a. Renovation Repair for Housing
   b. Pass Clearance

3. Certified Lead Inspector/ Risk Assessor
    c. Lead Inspection and or Risk Assessment for housing
    d. Issue final report including lead base paint components and lead hazard control plan.
4. Clearance Inspectors
    a. Conduct visual clearance as feasible
    b. Conduct Final Clearance and issue final clearance report

Recommendation of Award RFQ Item #23-I88 Lead Hazard Reduction November 9, 2023

II. Authorize the following contractors:

King Chapel Realty
- Certified Lead RRP Contractor
- Clearance Inspectors

G &P Construction,
- Certified Lead RRP Contractor
- Clearance Inspectors

Clean and Green Environmental,
- Certified Lead Abatement Contractors
- Certified Lead RRP Contractor
- Certified Lead Inspector/ Risk Assessor
- Clearance Inspectors

Envirological Elements Inc.,
- Certified Lead Abatement Contractors
- Certified Lead RRP Contractor
- Certified Lead Inspector/ Risk Assessor
- Clearance Inspectors

Blount's Complete Home Services Inc., and
- Certified Lead RRP Contractor
- Clearance Inspectors

Good Human Solutions Inc.
- Certified Lead RRP Contractor
- Clearance Inspectors

To bid on lead hazard reduction projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Secure sound professional services for Certified Lead Abatement Contractors, Certified Lead RRP Contractor, Certified Lead Inspector/ Risk Assessor and Clearance Inspectors for RFQ Item #23-188 Lead Hazard Reduction Program

Thank you again, and if you have any questions or concerns, please do not hesitate to give me a call at (706) 821-1797.

COMMENTS:

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

(a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.

(b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).

(c) *Pre-qualification standards*. The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.

(d) *Failure to pre-qualify*. Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.

(e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

Sec. 1-10-51. 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 only 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 may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) 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. 1-10-52. Sealed proposals.

(a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(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- 50(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 may 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 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(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. No late proposals shall be accepted. 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 offerors will be identified at the proposal acceptance; 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). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror 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) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *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.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, 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 the other applicable sections of this chapter.

CLEAN AND GREEN ENVIRONMENTAL
3245 PEACHTREE PKWY, SUITE D-468
SUWANEE, GA 30024

ENVIROLOGICAL ELEMENTS, INC
2070 PEACHTREE INDUSTRIAL COURT, SUITE 104
ATLANTA, GA 30341

PYRAMID REMEDIAL SYSTEMS, INC.
5890 GATEWAY DRIVE, SUITE C
ALPHARETTA, GA 30004

BALCO, LLC
2110 FORTSON ROAD
FORTSON, GA 31808

A1A ENVIRONMENTAL INC.
125 TOWN PARK DRIVE, SUITE 300
KENNESAW, GA 30144

SAVANNAH ABATEMENT, LLC 702 EAST DUFFY STREET
SAVANNAH, GA 31401

ENVIROMASTERS, INC.
2790 27 HIGHWAY N
CARROLLTON, GA 30117

COMMERCIAL DISASTER RECOVERY, LLC
5352 FRANKLIN GOLDMINE RD.
CUMMING, GA 30028

DIVERSIFIED ENVIRONMENTAL MANAGEMENT, INC.
3339 HOSPITAL AVENUE W
CHAMBLEE, GA 30341

CWI ENVIRONMENTAL, LLC
63 BOYD ROAD
DAHLONEGA, GA 30533

OASIS CONSTRUCTION SERVICES, INC.
45 WOODSTOCK STREET
ROSWELL, GA 30075

BEST-TEC ASBESTOS ABATEMENT, INC.
630 INDUSTRIAL AVENUE, #8
BOYNTON BEACH, FL 33426

CBS ENTERPRISES, INC
DBA: SERVICE MASTER RESTORE
8301 FORTSON RD
FORTSON, GA 31808

EASTERN ENVIRONMENTAL, INC. 24480 US HWY. 17 NORTH
HAMPSTEAD, NC 28443

PROPERTY MEDICS OF GEORGIA
3250 PEACHTREE CORNERS CIRCLE
SUITE A
PEACHTREE CORNERS, GA 30092

REERO CONSTRUCTION LLC
2817 OVERLAKE RUN
POWDER SPRINGS, GA 30127

ONE SOURCE ENVIRONMENTAL, LLC
3717 LATROBE DRIVE, SUITE 760
CHARLOTTE, NC 28211

E. LUKE GREENE COMPANY, INC.
4807 DOUGLAS DAM ROAD
STRAWBERRY PLAINS, TN 37871

REGULATORY COMPLIANCE SERVICES, INC.
707 WINDING WAY
ADEL, GA 31620

KRANE DEVELOPMENT INC.,
DBA ADS SERVICES, INC.
5451 59TH STREET N
TAMPA, FL 33610

ENVIRONMENTAL HOLDINGS GROUP, LLC
190 KITTY HAWK DRIVE
MORRISVILLE, NC 27560

GLE ASSOCIATES, INC.
5405 CYPRESS CENTER DRIVE,
STE. 110
TAMPA, FL 33609

AMERICAN LOGISTICS INTERNATIONAL INC
656 SCHOOL RD.
HAMPTON, GA 30228

RAGINS CONSTRUCTION
3875 LOG CABIN DRIVE
MACON, GA 31204

ENVIRONMENTAL RESTORATION LLC
1666 FABICK DRIVE
FENTON, MO 63026

SERVICEMASTER CLEANING & RESTORATION SERVICES
3643 EXPLORER TRAIL, SUITE A
OAKWOOD, GA 30566

TRILEAF CORPORATION
1515 DES PERES ROAD SUITE 200
ST. LOUIS, MO 63131

RFQ ITEM #23-188
LEAD GRANT HAZARD PROGRAM
FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ DUE: FRIDAY, 10/27/23 @11:00 AM

RFQ ITEM #23-188
LEAD GRANT HAZARD PROGRAM
FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ MAILED: 9/21/2023

UNITED CONSULTING GROUP
625 HOLCOMB BRIDGE ROAD
NORCROSS, GA 30071

1PRIORITY ENVIRONMENTAL SERVICES 4028 DALEY AVENUE
FORT WORTH, TX 76180

CLEAN ENVIRONMENTAL GROUP
4810 DARTMOORE LANE
SUWANEE, GA 30024

NOVA ENGINEERING AND ENVIRONMENTAL, LLC
3900 KENNESAW 75 PARKWAY
KENNESAW, GA 30144

STRATEGIC ENVIRONMENTAL SOLUTIONS LLC
2774 COBB PARKWAY NW, SUITE 109-356
KENNESAW, GA 30152

LAKESHORE ENVIRONMENTAL CONTRACTORS, LLC
5513 EASTCLIFF INDUSTRIAL LOOP
BIRMINGHAM, AL 35210

SOUTHERN SITE DEVELOPMENT, LLC
5591 PEACHTREE ROAD
CHAMBLEE, GA 30341

AMR, LLC
3755 HARRISON RD. SW, SUITE 700
LOGANVILLE, GA 30052

GILL GROUP
512 N. ONE MILE ROAD
DEXTER, MO 63841

REAMS ENTERPRISES, INC
1478 CENTRAL AVENUE
EAST POINT, GA 30344

SOUTHERN DEMOLITION AND ENVIRONMENTAL
2035 BOLTON ROAD
ATLANTA, GA 30318

GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC.
514 HILLCREST INDUSTRIAL BOULEVARD
MACON, GA 31204

CONNOR
1421 CLARKVIEW ROAD, SUITE 100
BALTIMORE, MD 21209

SOUTHEAST LEAD CONSULTANTS, INC.
243 JIM KNIGHT ROAD
CARTERSVILLE, GA 30121

CITY OF ROME - BUILDING INSPECTION DEPARTMENT
607 BROAD STREET
ROME, GA 30162

PROFESSIONAL ENVIRONMENTAL MANAGEMENT, INC.
3735 HARRISON ROAD, SUITE 500
LOGANVILLE, GA 30052

RELIABLE RESTORATION LLC
6950 PEACHTREE INDUSTRIAL BOULEVARD
NORCROSS, GA 30071

NV5, INC.
1713 SOUTH KINGS AVENUE
BRANDON, FL 33511

ARROWOOD ENVIRONMENTAL GROUP, INC.
10 ROSE HILL DRIVE
SAVANNAH, GA 31419

PEACHWOOD MILLWORKS, LLC
155 CHRISTOPHER CIRCLE
FORT VALLEY, GA 31030

DARCCO ENVIRONMENTAL, INC.
6342 ARLINGTON EXPRESSWAY
JACKSONVILLE, FL 32211

APEX COMPANIES, LLC
15850 CRABBS BRANCH WAY,
SUITE 200
ROCKVILLE, MD 20855

CASCADE SERVICES COMPANY, INC. 1062 GRANT TERRACE
ATLANTA, GA 30315

CASON ENVIRONMENTAL & DEMOLITION SERVICES, LLC
1118 STUCKEY AVENUE
TALLAHASSEE, FL 32310

GEO HYDRO ENGINEERS, INC.
1000 COBB PLACE BOULEVARD,
STE 290
KENNESAW, GA 30144

AEGIS ENVIRONMENTAL, INC.
105 SOUTHEAST PARKWAY, SUITE 115
FRANKLIN, TN 37064

NATIONAL ENVIRONMENTAL SOLUTIONS INC.
5134 HIGHWAY 17
CLARKESVILLE, GA 30523

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FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ MAILED: 9/21/2023

HIBERNIA ENTERPRISES, INC.
3680 HEWATT COURT
SNELLVILLE, GA 30039

ARK REMEDIATION, LLC
2901 NOTASULGA RD
TALLASEE, AL 36078

CROSS ENVIRONMENTAL SERVICES,
155 BLAKE AVE. NW, SUITE G3
FORT WALTON BEACH, FL 32548

FOREWARNED PROPERTY SERVICES LLC
103 WOODLAND CAMP ROAD
TEMPLE, GA 30179

AEROSTAR SES, LLC
3550 ST. JOHNS BLUFF ROAD SOUTH
JACKSONVILLE, FL 32224

INSITE ENVIRONMENTAL, LLC
4369 SALEM ROAD
COVINGTON, GA 30016

ARCHER RESTORATION SERVICES, INC.
3430 NOVIS POINTE
ACWORTH, GA 30101

LIFE ENVIRONMENTAL SERVICES, INC.
2779 CLAIRMONT ROAD NE,
SUITE G-4
ATLANTA, GA 30329

LANG ENVIRONMENTAL, INC.
6418 BADGER DRIVE
TAMPA, FL 33610

W.T. MILLER, LLC
430 OLD GATE ROAD
MIDLAND, GA 31820

SACAL ENVIRONMENTAL & MANAGEMENT COMPANY
2153 VINEVILLE AVENUE
MACON, GA 31204

KJS GENERAL CONTRACTOR INC
6205 ABERCORN STREET, SUITE 105
SAVANNAH, GA 31405

PARTNER ASSESSMENT CORPORATION
2154 TORRANCE BOULEVARD, STE 200
TORRANCE, CA 90501

MILL CREEK ENVIRONMENTAL
1818 PERIMETER RD.
DAWSONVILLE, GA 30534

3RD EYE HOME INSPECTION, LLC
384 OTHELLO DR.
HAMPTON, GA 30228

SPECTRUM ANALYTICAL SERVICES, INC.
1333 AMBERWOOD DRIVE
WOODSTOCK, GA 30189

LEGACY 4 CONSTRUCTION
3947 KARLEEN RD
HEPHZIBAH, GA 30815

BLOUNT'S COMPLETE HOME SERVICES INC. DBA BLOUNT'S CONSTRUCTION
2907-C TOBACCO RD.
HEPHZIBAH, GA 30815

GLE
5405 CYPRESS CENTER DRIVE,
SUITE 110
TAMPA, FL 33609

JOHN K WILLIAMS REALTY LLC
JOHN K WILLIAMS SR.
109 SHERYL CT.
BRUNSWICK, GA 31525

JOHN K WILLIAMS REALTY LLC
JOHN K WILLIAMS JR.
109 SHERYL CT.
BRUNSWICK, GA 31525

JOHN K WILLIAMS REALTY LLC
JARVIS WILLIAMS
109 SHERYL CT.
BRUNSWICK, GA 31525

REGULATORY COMPLIANCE SERVICES INC.
TREY FAUSETT
2653 NE CHERRY LAKE CIRCLE
PINETTA, FLORIDA 32350

FAUSETT FLORIDA, LLC
TREY FAUSETT
2653 NE CHERRY LAKE CIRCLE
PINETTA, FL 32350

COASTAL PLAINS ENVIRONMENTAL, INC.
TREY FAUSETT
2653 NE CHERRY LAKE CIRCLE
PINETTA, FLORIDA 32350

DARRELL GRANT
HCD

HAWTHORNE WELCHER
HCD

PHYLLIS JOHNSON
COMPLIANCE

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FOR AUGUSTA, GA- -HOUSING AND
COMUMUNITY DEPARTMENT
RFQ MAILED: 9/21/2023

BIDDERS LIST

BID ITEM # 23-188 COST $_____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	G & P Construction	317 Reynolds Street Augusta, GA 30901	9/22/23	1	AP	
2	GLE Associates, Inc.	1100 ~~Spring~~ Street, NW Ste 820				
3	National Environmental Solutions, Inc.	P. O. Box 220 Sautee, GA 30571				
4						
5						
6						
7						
8						
9						

Planholders

Add Supplier | Export To Excel

Supplier (6)

Supplier	Download Date
ConstructConnect	10/02/2023
Dodge Data	09/24/2023
FINBACK 670, Inc.	10/10/2023
MXI Environmental Services	09/22/2023
Onvia, Inc. - Content Department	09/22/2023
RYZE UP2 IT SERVICES	09/22/2023

Add Supplier

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Remove

Documents

Filename	Type	Action
23-188_RFQ	Bid Document / Specifications	View History

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, September 22, 2023 2:08 PM
To: Tywanna Scott
Cc: Nancy M. Williams
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000005

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: **PE-72155-NONST-2023-000000005**
Event Title: **Lead Grant Hazard Program**
Event Type: **Non-State Agency**

Process Log
2023/09/22 14:02:00 : Log starts for - 1295222 - EVENT_RELEASE_TO_SUPL
2023/09/22 14:02:05 : Email Process Log for the Event#: PE-72155-NONST-2023-000000005
2023/09/22 14:02:05 : Email Batch# 2309221162
2023/09/22 14:02:05 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/09/22 14:08:20 : Total No of Contacts found for sending Email: 921
2023/09/22 14:08:20 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000005&sourceSystemType=gpr20

09/22/2023 02:08:20 PM

Administrative Services Committee

Meeting Date: November 28, 2023

2024 Annual Bid Award – Procurement Department

Department: Procurement

Presenter: Geri Sams

Caption: Request the approval of the following annual bid items, as the estimated annual purchases for these items are **expected to exceed** $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. 23-004 Plant Instrumentation, 24-025 Inmate Clothing, 24-029: Uniforms and Accessories, 24-134: Molle Pouches and 24-136: Ballistic Vest

Background: Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code.

The Annual Bid Items for consideration are as follows:

UTILITIES:	2024 BUDGET	RECOMMENDED AWARD
23-004: Plant Instrumentation	$250,000	Keller Amer. and Digi Intl.
SHERIFF'S OFFICE		
24-025: Inmate Clothing	$ 65,000	Victory Supply
24-029: Uniforms and Accessories	$350,000	Uniforms by John*
24-134: Molle Pouches	$ 40,000	Richard Cowell Tactical
24-136: Ballistic Vest	$159,000	Uniforms by John*

*Denotes a Local Vendor recommendation.

The recommendation for the award is for a one-year term with the option to extend for an additional year upon mutual consent of both parties. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code.

The annual bid items underwent a thorough and transparent sealed bid process, as mandated by the Augusta Procurement Code. Subsequent to this process, the respective User Departments diligently reviewed all submittals and have collaboratively formulated a comprehensive recommendation of award.

The Procurement Department has worked closely with the User Departments to ensure a meticulous evaluation of the bids received. The outcome of this collaborative effort is

	the attached recommendation, which reflects a balanced consideration of factors such as cost-effectiveness, quality, and compliance with our procurement guidelines. Enclosed herewith, please find the detailed recommendation of award for your review and approval. We believe that the selected vendors not only meet but exceed the specified requirements, and their proposals align with the principles of fairness, competitiveness, and transparency upheld by the Augusta Procurement Code.
Analysis:	The reason for seeking your approval is rooted in the fact that the User Department may need to submit requisitions for the purchase of items that exceed the $25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54. Section 1-10-54, under the "Authority of Administrator to make small purchases," clearly outlines that the Administrator is vested with the authority to make purchases, approve annual bids, and enter into professional services agreements without Commission approval for products, services, and annual bids not exceeding $25,000. In alignment with this provision, we seek approval for the bids, as they fall within the Administrator's purview for small purchases. The bid has undergone a meticulous review process by both the Procurement Department and the User Department, ensuring compliance with all relevant guidelines and standards. Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.
Financial Impact:	User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility. Importantly, the payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.
Alternatives:	Deny
Recommendation:	The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.
Funds are available in the following accounts:	User Department are responsible for the procurement of items within their approved 2024 Budget
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Bid Item # 23-004 Plant Instrmentation – Annual Contract
For Augusta, GA – Utilities Department
Bid Date: Wednesday, September 6, 2023 @ 1:00 p.m.

Total Number Specifications Mailed Out: 14
Total packages submitted: 2
Total Non-Compliant: 0

Vendors		KELLER AMERICA 351 BELL KING ROAD NEWPORT NEWS,VA 23606	DIGI INTERNATIONAL 9350 EXCELSIOR BLVD SUITE 700 HOPKINS, MN
Attachment B		YES	YES
E-Verify #		1733390	246699
SAVE Form		YES	YES
DESCRIPTION	**Manufacturer**	**PRICE**	**PRICE**
HydroRanger 200 Ultrasonic level controller 7M L5034-SAA01	Siemens		
EchoMax XPS-10 Ultrasonic level transducer 7ML1115-0CA30	Siemens		
Chlorine Analyzer HydroAct HA2	Chemtrac LLC		
Monitor AMI Turbiwell WILED A-25.411.700.1	Swan Analytical Instruments		
Connect Sensor + A-310 CSENSE-A310	Digi International		$424.00
Digi Remote Manger Premier DIGI-RM-IM-PRM-5YR	Digi International		$210.00
Digi Connect Sensor+ Battery 760000912	Digi International		$49.00
Pressure Transmitter SPT25-20-0200A	Prosence	101.25EA	
Control Switch 1046505	CSI Controls		
Submersible Level Transmitter 101610-49 Model: PBLTX-10-60-PU	Dwyer	681.75 EA	
EXCEPTION		YES	

Invitation To Bid

Sealed bids will be received at this office until Wednesday, August 30, 2023 @ 1:00 p.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM UTILITIES DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	23-004 Plant Instrumentation	

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

Geri A. Sams Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, August 18, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle July 27, 2023, Aug 3, 10, 17 2023
Metro Courier July 27, 2023

UTILITIES DEPARTMENT

Augusta GEORGIA

Wes Byne, P.E.
Director

MEMORANDUM

TO: Geri Sams, Director – Procurement
Darrell White, Deputy Director - Procurement
Nancy Williams – Contract Compliance Administrator
Shunika Hill – Bid Management Assistant

FROM: Wes Byne, Director – Utilities Department
Allen Saxon, Assistant Director, AUD-Facilities Operations
Stephen Orton, Superintendent-AUD-Facilities and Maintenance

SUBJECT: **Plant Instrumentation (Bid Item #23-004) Recommendation of Award**

DATE: September 27, 2023

It is our recommendation that the items on the bid list for **Bid No. 23-004 Plant Instrumentation** be awarded to the lowest compliant bidders, **Keller America** and **Digi International.**

Thank you for your assistance regarding this request.

27 Sept 23

Wes Byne, P.E. - Director, Utilities Department **Date**

CC:
Tess Thompson, Manager-AUD Finance

SENT TO:
SEP 27 2023
PROCUREMENT

Augusta Utilities Administration
452 Walker Street – Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
WWW.AUGUSTAGA.GOV

OFFICAL

Augusta GEORGIA	Bid #24-026 Inmate Clothing-Annual Contract for Augusta, Georgia - Sheriff's Office Bid Date: Wednesday, October 4, 2023 @ 11:00 a.m. Total Number Specifications Mailed Out: Total packages submitted: Total Non-Compliant:						
Vendors:		**Bob Baker Company 7925 Purfoy Road Fuquay Varina, NC 27526**		**Victory Supply 7025 Industrial Park Road Mount Pleasant, TN 38474**		**CHARM-TEX 1618 CONEY ISLAND AVE BROOKLYN, NY 11230**	
Attachment B		YES		YES		YES	
E-Verify #		168473		468942		267678	
SAVE Form		YES		YES		YES	
SIZE	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
Large	100 each/color	16.18 14.56 STRIPED	1,618.00 1,456.00 STRIPED	$14.59	$1,459.00	$15.98	$1,598.00
X Large	100 each/color	16.18 14.56 STRIPED	1,618.00 1,456.00 STRIPED	$14.59	$1,459.00	$15.98	$1,598.00
2X Large	200 each/color	16.18 14.56 STRIPED	3,236.00 2,912.00 STRIPED	$14.59	$2,918.00	$15.98	$3,196.00
3X Large	200 each/color	16.78 15.56 STRIPED	3,356.00 3,112.00 STRIPED	$15.29	$3,057.78	$16.90	$3,380.00
4X Large	200 each/color	16.78 15.56 STRIPED	3,356.00 3,112.00 STRIPED	$15.29	$3,057.78	$17.54	$3,508.00
5X Large	200 each/color	16.78 15.56 STRIPED	3,356.00 3,112.00 STRIPED	$15.99	$3,198.00	$18.18	$3,636.00
6X Large	100 each/color	16.78 16.86 STRIPED	1,678.00 1,686.00 STRIPED	$15.99	$1,599.00	$18.90	$1,890.00
7X Large	100 each/color	20.78 17.96 STRIPED	2,078.00 1,796.00 STRIPED	$15.99	$1,599.00	$20.90	$2,090.00
9X Large	100 each/color	20.78 18.96 STRIPED	2,078.00 1,896.00 STRIPED	$16.57	$1,656.81	$21.90	$2,190.00
10X Large	25 each/color	21.78 18.96 STRIPED	544.50 474.00 STRIPED	$16.57	$414.20	$22.90	$572.50
Brand Name		TRI-STITCH		VSI		CT	
TOTAL BID QUOTE		$43,930.50		$20,418.57		$23,658.50	
Delivery in Days		30-DAYS		14-21 DAYS		90-DAYS	

Invitation To Bid

Sealed bids will be received at this office until Wednesday, October 4, 2023 @ 11:00 a.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM SHERIFF'S DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	24-025 Inmate Clothing	CLO-200-00; SRV-998-26; SRV-967-34
2	24-029 Uniforms and Accessories	CLO-200-00; SRV-967-34; SRV-998-26
3	24-134 Molle Pouches	024-680-00
4	24-136 External Ballistic Vest and External Carrier	024-680-00

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

Geri A. Sams Procurement Department
535 Telfair Street - Room 605, Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannaulbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 22, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procannualbids@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
Metro Courier August 31, 2023

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Michelle Thomas

DATE: October 9, 2023

RE: 24-025 Inmate Clothing Award Letter

Please award Bid Item# 24-025 in reference to Inmate Clothing for the Richmond County Sheriff's Office for the year 2024 to Victory Supply Company. They were the lowest bidder based on the total bid quoted.

Thanking you in
advance

Augusta GEORGIA

Bid Item #24-029
Uniforms and Accessories - Annual Contract
for Augusta Georgia - Sheriff's Office
Bid Due: Wednesday, October 11, 2023@ 11:00 a.m.

Total Number Specifications Mailed Out: 20
Total packages submitted: 2
Total Noncompliant: 1

Vendors			Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
Attachment B			yes		yes	
E-Verify #			272348		2288153	
Save Form			yes		yes	
Addendum			yes		no/non-compliant	
SECTION A - UNIFORMS						
ITEM NO.	DESCRIPTION	EST. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Long Sleeve Men's Shirts	250				
	Medium		$143.23	$35,807.50	$102.20	$25,550.00
	Large		$143.23	$35,807.50	$102.20	$25,550.00
	Xlarge		$143.23	$35,807.50	$102.20	$25,550.00
	XXLarge & Up		$143.23	$35,807.50	$102.20	$25,550.00
2	Short Sleeve Men's Shirts	250				
	Medium		$115.23	$28,807.50	$88.20	$22,050.00
	Large		$115.23	$28,807.50	$88.20	$22,050.00
	Xlarge		$115.23	$28,807.50	$88.20	$22,050.00
	XXLarge & Up		$115.23	$28,807.50	$88.20	$22,050.00
3	Long Sleeve Women's Shirts	250				
	Medium		$143.23	$35,807.50	$102.20	$25,550.00
	Large		$143.23	$35,807.50	$102.20	$25,550.00
	Xlarge		$143.23	$35,807.50	$102.20	$25,550.00
	XXLarge & Up		$143.23	$35,807.50	$102.20	$25,550.00
4	Short Sleeve Women's Shirt	250				
	Medium		$115.23	$28,807.50	$88.20	$22,050.00
	Large		$115.23	$28,807.50	$88.20	$22,050.00
	Xlarge		$115.23	$28,807.50	$88.20	$22,050.00
	XXLarge & Up		$115.23	$28,807.50	$88.20	$22,050.00
5	Uniform Polo Shirts - Class B	500				
	XS		$74.23	$37,115.00	$64.20	$32,100.00

Augusta GEORGIA

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	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
	Small		$74.23	$37,115.00	$64.20	$32,100.00
	Medium		$74.23	$37,115.00	$64.20	$32,100.00
	Large		$74.23	$37,115.00	$64.20	$32,100.00
	XLarge		$74.23	$37,115.00	$64.20	$32,100.00
	XXLarge & Up to 5X		$74.23	$37,115.00	$64.20	$32,100.00
6	UNIFORM POLO SHIRTS-CLASS B2	500				
	XS		$54.23	$27,115.00	$42.20	$21,100.00
	Small		$54.23	$27,115.00	$42.20	$21,100.00
	Medium		$54.23	$27,115.00	$42.20	$21,100.00
	Large		$54.23	$27,115.00	$42.20	$21,100.00
	Xlarge		$54.23	$27,115.00	$42.20	$21,100.00
	XXLarge & Up to 6X		$54.23	$27,115.00	$42.20	$21,100.00
7	CBWDC UNIFORMS POLO SHIRTS	500				
	Medium		$49.23	$24,615.00	$41.20	$20,600.00
	Large		$49.23	$24,615.00	$41.20	$20,600.00
	Xlarge		$49.23	$24,615.00	$41.20	$20,600.00
	XXLarge & Up		$49.23	$24,615.00	$41.20	$20,600.00
8	UNIFORMS UNDERVEST SHORT SLEEVE POLO SHIRT					

Augusta GEORGIA

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	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
	XS		$50.23		$55.20	$27,600.00
	Medium		$50.23		$55.20	$27,600.00
	Large		$50.23		$55.20	$27,600.00
	Xlarge		$50.23		$55.20	$27,600.00
	XXLarge & Up		2xl 10% 3xl 20% 4xl 30% 5xl 40%		$55.20	$27,600.00
9	UNIFORMS UNDERVEST LONG SLEEVE POLO SHIRT					
	XS		$56.23		$58.20	$29,100.00
	Medium		$56.23		$58.20	$29,100.00
	Large		$56.23		$58.20	$29,100.00
	Xlarge		$56.23		$58.20	$29,100.00
	XXLarge & Up		2xl 10% 3xl 20% 4xl 30% 5xl 40%		$58.20	$29,100.00
10	MEN'S UNIFORM TROUSERS CLASS A	500				
	Medium		$129.23	$64,615.00	$89.20	$44,600.00
	Large		$129.23	$64,615.00	$89.20	$44,600.00
	Xlarge		$129.23	$64,615.00	$89.20	$44,600.00
	XXLarge & Up		$129.23	$64,615.00	$89.20	$44,600.00
11	WOMEN'S UNIFORM TROUSERS CLASS A	250				
	Medium		$129.23	$32,307.50	$89.20	$29,300.00
	Large		$129.23	$32,307.50	$89.20	$29,300.00
	Xlarge		$129.23	$32,307.50	$89.20	$29,300.00
	XXLarge & Up		$129.23	$32,307.50	$89.20	$29,300.00

Augusta GEORGIA

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	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
12	MEN'S UNIFORM TROUSERS CLASS	750				
	Medium		$123.23	$92,422.50	$89.20	$66,900.00
	Large		$123.23	$92,422.50	$89.20	$66,900.00
	Xlarge		$123.23	$92,422.50	$89.20	$66,900.00
	XXLarge & Up		$123.23	$92,422.50	$89.20	$66,900.00
13	WOMEN'S UNIFORM TROUSERS CLASS B	750				
	Medium		$123.23	$92,422.50	$89.20	$66,900.00
	Large		$123.23	$92,422.50	$89.20	$66,900.00
	Xlarge		$123.23	$92,422.50	$89.20	$66,900.00
	XXLarge & Up		$123.23	$92,422.50	$89.20	$66,900.00
14	MEN'S CBWDC UNIFORM TROUSERS	750				
	Medium		$64.23	$48,172.50	$55.20	$41,400.00
	Large		$64.23	$48,172.50	$55.20	$41,400.00
	Xlarge		$64.23	$48,172.50	$55.20	$41,400.00
	XXLarge & Up		$64.23	$48,172.50	$55.20	$41,400.00
15	WOMEN'S CBWDC UNIFORM TROUSERS	750				
	Medium		$64.23	$48,172.50	$55.20	$41,400.00
	Large		$64.23	$48,172.50	$55.20	$41,400.00
	Xlarge		$64.23	$48,172.50	$55.20	$41,400.00
	XXLarge & Up		$64.23	$48,172.50	$55.20	$41,400.00
	SECTION B - BDUs AND BICYCLE					
1	LIGHTWEIGHT TACTICAL PANTS (MEN'S)	20				
	Medium		$43.23	$864.60	$38.20	$764.00
	Large		$43.23	$864.60	$38.20	$764.00
	Xlarge		$43.23	$864.60	$38.20	$764.00
	XXLarge & Up		$43.23	$864.60	$38.20	$764.00

Augusta GEORGIA

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	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
2	LIGHTWEIGHT TACTICAL PANT (WOMEN'S)	20				
	Medium		$43.23	$864.60	$38.20	$764.00
	Large		$43.23	$864.60	$38.20	$764.00
	Xlarge		$43.23	$864.60	$38.20	$764.00
	XXLarge & Up		$43.23	$864.60	$38.20	$764.00
3	TACTICAL CARGO PANT (MEN'S)	20				
	Medium		$71.23	$1,424.60	$34.20	$684.00
	Large		$71.23	$1,424.60	$34.20	$684.00
	Xlarge		$71.23	$1,424.60	$34.20	$684.00
	XXLarge & Up		$71.23	$1,424.60	$34.20	$684.00
4	TACTICAL CARGO PANT (MEN'S)	20				
	Medium		$71.23	$1,424.60	$34.20	$684.00
	Large		$71.23	$1,424.60	$34.20	$684.00
	Xlarge		$71.23	$1,424.60	$34.20	$684.00
	XXLarge & Up		$71.23	$1,424.60	$34.20	$684.00
5	BICYCLE PANTS	25				
	Medium		$102.23	$2,555.75	$90.20	$2,255.00
	Large		$102.23	$2,555.75	$90.20	$2,255.00
	Xlarge		$102.23	$2,555.75	$90.20	$2,255.00
	XXLarge & Up		$102.23	$2,555.75	$90.20	$2,255.00
	SECTION C - UNIFORM WEB GEAR					
1	Baton Holder	20	$22.23	$444.60	$25.20	$504.00
2	Dura-Web No-Crush Duty Belt	20	$63.23	$1,264.60	$59.20	$1,184.00
3	Handcuff Case-Chain Cuffs	20	$29.23	$584.60	$28.20	$564.00
4	Double Retention Holster	20	$179.23	$3,584.60	$90.20	$1,804.00

Augusta GEORGIA

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5	Double Magazine Case/Tension Screw	20	$41.23	$824.60	$34.20	$684.00
6	Aerosol Case (OC Holder)	20	$25.23	$504.60	$23.20	$464.00
7	Ballistic Nylon Swivel Radio Holder	20	$25.23	$504.60	$23.20	$464.00
	SECTION D - UNIFORMS JACKETS AND JUMPSUITS					
1	Bomber Jacket	25				
	Medium		$52.23	$1,305.75	$40.20	$1,005.00
	Large		$52.23	$1,305.75	$40.20	$1,005.00
	Xlarge		$52.23	$1,305.75	$40.20	$1,005.00
	2X Large		$52.23	$1,305.75	$40.20	$1,005.00
2	Police Windbreaker	25				
	Medium		$58.23	$1,455.75	$48.20	$1,205.00
	Large		$58.23	$1,455.75	$48.20	$1,205.00
	X large		$58.23	$1,455.75	$48.20	$1,205.00
	2X Large - 4X Large		$75.23		$48.20	$1,205.00
	SECTION E - UNIFORMS ACCESSORIES AND LEATHER GEAR					
1	Hats	100	$130.23	$13,023.00	$119.20	$11,920.00
2	Shirt Badge	100	$113.23	$11,323.00	$98.20	$9,820.00
3	Hat Badge	100	$103.23	$10,323.00	$90.20	$9,020.00
4	Clip Style Badge	100	$113.23	$11,323.00	$90.20	$9,020.00
5	Sheriff's Emblems RCSO	100	$30.23	$3,023.00	$29.20	$2,920.00
6	Duty Belts	100	$86.23	$8,623.00	$82.20	$8,220.00
7	Retention Holster	100	$164.23	$16,423.00	$134.20	$13,420.00
8	Hand Cuff Case	100	$39.23	$3,923.00	$28.20	$2,820.00
9	Handcuffs	100	$36.23	$3,626.00	$28.20	$2,820.00
10	ASP Baton	100	$186.23	$18,623.00	$139.20	$13,920.00
11	ASP Baton Carrier	100	$32.23	$3,223.00	$26.20	$2,620.00
12	Double Magazine Carrier	100	$44.23	$4,423.00	$34.20	$3,420.00

Augusta GEORGIA

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13	Leg Irons	100	$66.23	$6,623.00	$58.20	$5,820.00
14	OC Carrier	100	$39.23	$3,923.00	$31.20	$3,720.00
15	Samuel Broome Tie	100	$6.23	$623.00	$20.00	$2,000.00
16	Buckleless Trouser Belt	100	$57.23	$5,723.00	$40.20	$4,020.00
	SECTION F - WINTER JACKET & WINTER PANTS/WATERPROOF PANTS					
1	Tactical Waterproof Pant	50				
	Medium		$193.23	$9,661.50	$159.20	$7,960.00
	Large		$193.23	$9,661.50	$159.20	$7,960.00
	Xlarge		$193.23	$9,661.50	$159.20	$7,960.00
	XXLarge & Up		up to 52/15% mark up		$159.20	$7,960.00
2	FLEECE LINER FOR WINTER JACKET	50				
	Medium		$134.23	$6,711.50	$118.20	$5,910.00
	Large		$134.23	$6,711.50	$118.20	$5,910.00
	Xlarge		$134.23	$6,711.50	$118.20	$5,910.00
	XXLarge & Up		2xl 10% 3xl 20% 4xl 30% 5xl 40%		$118.20	$5,910.00
	SECTION G - RAINWEAR					
1	Rain Jacket	50				
	Medium		$157.23	$7,861.50	$329.20	$16,460.00
	Large		$157.23	$7,861.50	$329.20	$16,460.00
	Xlarge		$157.23	$7,861.50	$329.20	$16,460.00
	XXLarge & Up		$157.23	$7,861.50	$329.20	$16,460.00
2	FLEECE LINER FOR RAINWEAR	50				
	Medium		$122.23	$6,111.50	$69.20	$3,460.00
	Large		$122.23	$6,111.50	$69.20	$3,460.00

Augusta GEORGIA

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	Xlarge		$122.23	$6,111.50	$69.20	$3,460.00
	XXLarge & Up		$122.23	$6,111.50	$69.20	$3,460.00
	SECTION H - SCHOOL PATROL					
1	Short Sleeve Shirts	50				
	Medium		$47.23	$2,361.50	$45.20	$2,260.00
	Large		$47.23	$2,361.50	$45.20	$2,260.00
	Xlarge		$47.23	$2,361.50	$45.20	$2,260.00
	XXLarge & Up		$47.23	$2,361.50	$45.20	$2,260.00
2	TROUSERS	50				
	Medium		$51.23	$2,561.50	$45.20	$2,260.00
	Large		$51.23	$2,561.50	$45.20	$2,260.00
	Xlarge		$51.23	$2,561.50	$45.20	$2,260.00
	XXLarge & Up		$51.23	$2,561.50	$45.20	$2,260.00
	SECTION I - CIVILIAN POLO SHIRTS					
1	Polo Shirts	50				
	Medium		$46.23	$2,311.50	$30.20	$1,510.00
	Large		$46.23	$2,311.50	$30.20	$1,510.00
	X-large		$46.23	$2,311.50	$30.20	$1,510.00
	XXLarge & Up		$46.23	$2,311.50	$30.20	$1,510.00
	SECTION J - DEPUTY SHOES					
1	MEN'S LEATHER UNIFORM OXFORD BATES E00968		$129.23		$129.20	
2	MEN'S LEATHER DURASHOCK OXFORD - BATES E00112		$137.23		$135.20	
3	MEN'S DURASHOCK HIGH GLOSS OXFORD - BATES 00111-BA		$129.23		$129.20	
4	MEN'S LITES HIGH GLOSS OXFORD - BATES 00942-BA		$129.23		$129.20	
5	WOMEN'S LEATHER UNIFORM OXFORD - BATES 00769		$129.23		$129.20	

Augusta GEORGIA

Bid Item #24-029
Uniforms and Accessories - Annual Contract
for Augusta Georgia - Sheriff's Office
Bid Due: Wednesday, October 11, 2023@ 11:00 a.m.

Total Number Specifications Mailed Out: 20
Total packages submitted: 2
Total Noncompliant: 1

	Vendors		Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901		Hartley's Unifroms Shop 1010 Druid Park Ave Augusta, GA 30904	
6	WOMEN'S LEATHER DURASHOCK OXFORD - BATES 00752		$118.23		$116.20	
7	WOMEN'S DURASHOCK HIGH GLOSS – OXFORD - BATES 00742		$118.23		$118.20	
8	WOMEN'S LITES HIGH GLOSS OXFORD - BATES E02346		$121.23		$118.20	
9	WOMEN'S 5" TACTICAL SPORT BOOT - BATES 02762		$75.23		$75.20	
10	MEN'S DELTA 8" SIDE ZIP BATES E02348		$135.23		$118.20	
11	WOMEN'S DELTA 8 SIDE ZIP BATES E02748		$135.23		$130.20	
12	MEN'S 8" WATER RESISTANT TACTICAL SPORT BOOTS BATES E02280		$105.23		$105.20	
13	MEN'S CLASSIC LEATHER OXFORD THOROGOOD 834-6027		$130.23		$129.20	
14	WOMEN'S CLASSIC LEATHER OXFORD - THOROGOOD 534-6047		$136.23		$129.20	
15	WOMEN'S POROMERIC OXFORD THOROGOOD 531-6303 Dual Gender		$123.23		$120.20	
16	METAL FREE OXFORD WORK SHOE THOROGOOD 834-6522		$83.23		$74.20	
17	METAL FREE ANKLE BOOT THOROGOOD 834-6523		$129.23		$82.20	
18	MEN'S CODE 3 OXFORD THOROGOOD 834-6333		$143.23		$127.20	
19	WOMEN'S CODE 3 OXFORD THOROGOOD 534-6333		$143.23		$127.20	
20	6" COMMANDO II SIDE ZIP BOOT DUAL GENDER THOROGOOD 834-6290 DUAL GENDER		$99.23		$98.20	
21	MEN'S UA VALSETZ RTS 1.5 SIDE ZIP TACTICAL BOOT UNDER ARMOR 3021036		$142.23		$140.20	
22	WOMEN'S UA VALSETZ RTS 1.5 TACTICAL BOOT W/ NO ZIPPER UNDER ARMOR 3021037		$142.23		$140.20	

Invitation To Bid

Sealed bids will be received at this office until Wednesday, October 4, 2023 @ 11:00 a.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM SHERIFF'S DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	24-025 Inmate Clothing	CLO-200-00; SRV-998-26; SRV-967-34
2	24-029 Uniforms and Accessories	CLO-200-00; SRV-967-34; SRV-998-26
3	24-134 Molle Pouches	024-680-00
4	24-136 External Ballistic Vest and External Carrier	024-680-00

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

Geri A. Sams Procurement Department
535 Telfair Street - Room 605, Augusta, Georgia 30901
706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procannaulbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 22, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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

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535 Telfair Street, Room 605
Augusta, GA 30901
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GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
Metro Courier August 31, 2023

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Sheila B. White

DATE: October 13, 2023

RE: 24-029 Uniform and Accessories Award Letter

Please award Bid Item# 24-029 in reference to Uniform and Accessories for the Richmond County Sheriff's Office for the year 2024 to Uniforms by John, Inc.

Thanking you in advance

Augusta GEORGIA

Bid Item #24-134 Molle Pouches -Annual Contract
for Augusta, Georgia Sheriff's Department
Bid Date: Wedneday, October 4, 2023 @ 11:00 a.m

Total Number Specifications Mailed Out: 18
Total packages submitted: 1
Total Noncompliant: 0

	Vendors	RICHARD COWELL TACTICAL PO BOX 899 BONNERS FERRY, ID 83805
	Attachment "B"	YES
	E-Verify Number	1484857
	SAVE Form	YES
	DESCRIPTIONS/(quantity)	
1	TASER Pocket MOLLE for TASER X2(300)	$43.50
2	Radio Pocket MOLLE for Motorola 6000 Radio (300)	$31.25
3	Flashlight Pocket MOLLE for Small Flashlight (300)	$24.75
4	Baton Pocket MOLLE for ASP 21 (300)	$24.75
5	Handcuff Pocket MOLLE for Double Handcuffs (300)	$25.50
6	Pistol Magazine Pocket MOLLE for Double Pistol - Magazines Open Top with Kydex Retention Inserts (300)	$47.00
	Samples Required	YES

Invitation To Bid

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BID ITEM SHERIFF'S DEPARTMENT - ANNUAL CONTRACT
COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
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4	24-136 External Ballistic Vest and External Carrier	024-680-00

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The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

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GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
Metro Courier August 31, 2023

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Sheila B. White

DATE: October 10, 2023

RE: 24-134 Molle Pouches Award Letter

Please award Bid Item# 24-134 in reference to Molle Pouches for the Richmond County Sheriff's Office for the year 2024 to Richard Cowell Tactical. They were the only bidder for the contract.

Thanking you in advance

Augusta GEORGIA

Bid Item 24-136 Ballsitic Vest - External Carrier
– Annual Contract
for Augusta, Georgia - Sheriff's Office
Bid Date: Thursday, October 4, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out:
Total packages submitted:
Total Noncompliant:

	Vendors	Uniforms by John, Inc. 511 Broad St. Augusta, Ga. 30901	Read Uniforms 4 Sweeten Creek Road Asheville, NC 28803
Attachment "B"		YES	YES
E-Verify Number		272348	851481
Save Form		YES	YES
	DESCRIPTIONS/(quantity)		
1	Onyx Armor PRO-AIR level II – CPL MODEL PL-11-01 with two CONCEALABLE VEST CARRIERs ONYX ARMOR models Apollo (male) and Athena (female)	$775.23	$808.24
2	Onyx Armor PRO-AIR level II – CPL MODEL PL-11-01 with EXTERNAL VEST CARRIER: ONYX ARMOR MODEL PATROL-RCSO CUSTOM and one concealable vest carrier.	$889.23	$908.23
3	BALLISTIC PANELS: Onyx Armor PRO-AIR level II – CPL MODEL PL-11-01	$625.23	$636.90
4	EXTERNAL VEST CARRIER: ONYX ARMOR MODEL PATROL- RCSO CUSTOM	$261.23	$224.51
5	CONCEALABLE VEST CARRIER: ONYX ARMOR models Apollo (male) and Athena (female)	$120.23	$127.06
6	ONYX ARMOR – SPIKE 2 PANELS: MODEL NUMBER FCKVA1148160-01201	$375.23	$384.94
7	14.6ONYX ARMOR – PATROL CF CARRIER	$261.23	$221.51
	TOTAL	$3,307.61	$3,314.39

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GERI A. SAMS, Procurement Director

Publish:
Augusta Chronicle August 31, and September 7, 17, 21, 2023
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RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

MEMORANDUM

TO: Geri Sams, Procurement

FROM: Capt. Sheila B. White

DATE: October 10, 2023

RE: 24-136 Ballistic Vest Award Letter

Please award Bid Item# 24-136 in reference to Ballistic Vest for the Richmond County Sheriff's Office for the year 2024 to Uniforms by John, Inc. They were the overall lowest bidder for the contract.

Thanking you in advance

Administrative Services Committee Meeting

Meeting Date: 11/28/2023

HCD_ Federal Funding Agreement Contract Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

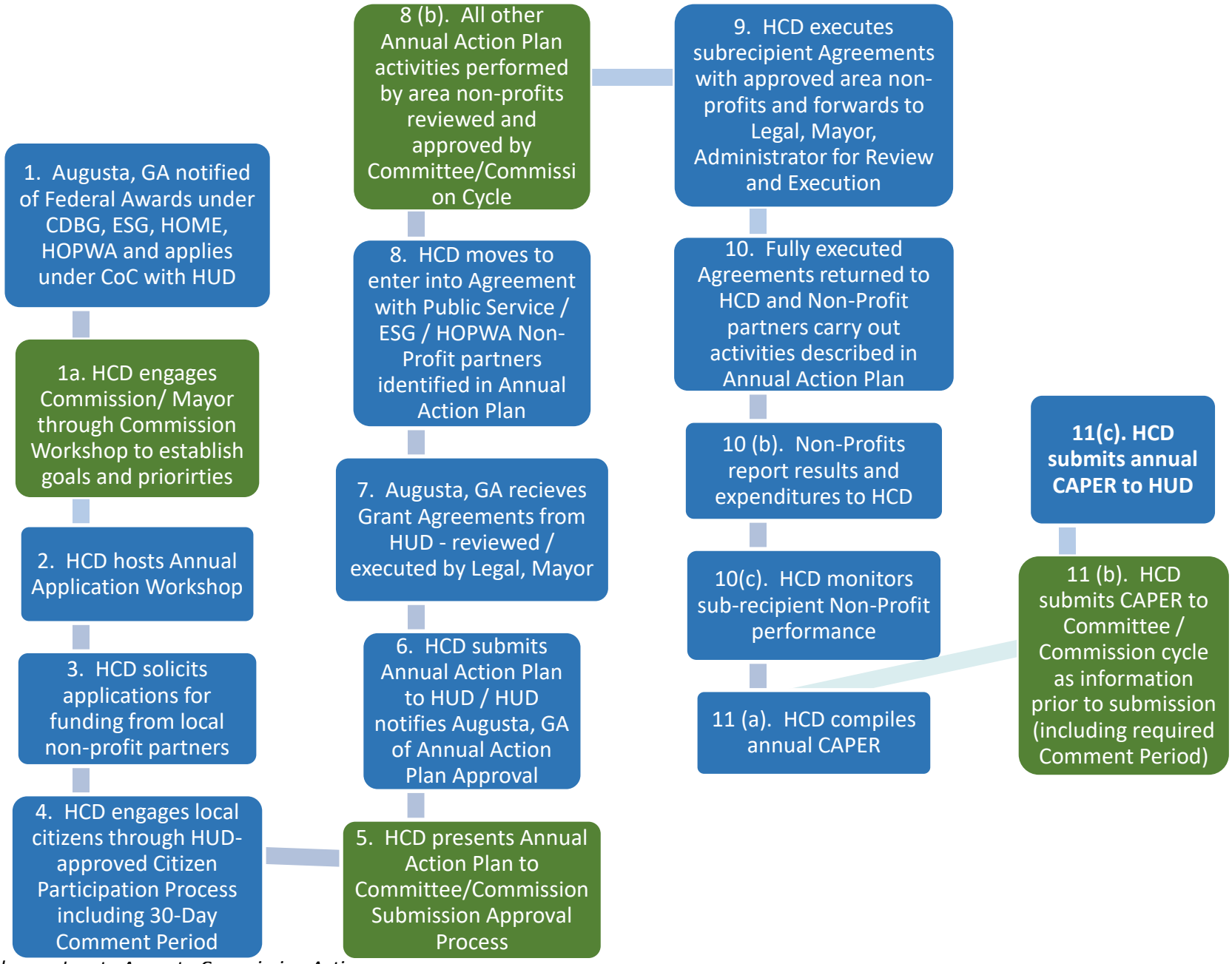
Caption: Motion to approve HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for calendar year 2024.

Background: Each year the Augusta, Georgia receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons with AIDS (HOPWA) funds from the U.S. Department of Housing & Urban Development (HUD). These funds are used to fund agencies and projects to assist low-income persons and revitalize low-income neighborhoods. The Housing and Community Development (HCD) Department annually solicits for proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan. For Calendar Year 2024, Augusta's Action Plan recommends a set of projects and activities to be carried out through Partnership with local non-profits and for profit partners. To carry out these projects, HUD requires the City of Augusta to have agreements with these Partners carrying out the activities described in the Annual Action Plan. Furthermore, there are a various HUD forms / Banking Documents that only require a single authorized official signature. These documents, specifically but not limited to: a) Forms HUD-7082, and b) HUD-40093 shall be authorized for execution by the Mayor (as Augusta, Georgia's HUD Certifying Official). To facilitate the execution of agreements/contract process, HCD proposes the utilization of our attached Agreement/Contract procedural process (see attachment).

This process does not include HCD Homebuyer Subsidy Program requests, Down Payment Assistance Program request and Rehabilitation Program, as these requests, up to $25,000 are approved by the Administrator (approved by the Augusta Commission on 7 September 2021, Agenda Item #13).

Analysis:	The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged of Housing and Community Development's (HCDs) progress and projects.
Financial Impact:	The City receives funding from the US Housing and Urban Development Department on an annual basis.
Alternatives:	Do not approve HCD's agreement/contract procedural process request.
Recommendation:	Motion to approve HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for calendar year 2024.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Continuum of Care (CoC) funds.
REVIEWED AND APPROVED BY:	Procurement Finance Law Administrator Clerk of Commission

HCD CONTRACT PROCEDURAL FLOW CHART – FEDERAL FUNDS



**Green* boxes denote Augusta Commission Action*

Administrative Services Committee Meeting

Meeting Date: 11/28/2023

HCD_ LW/B Contract Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2024.

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and homebuyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. To date, HCD (via partnership) continues impactful community developmental activities in seven (7) developmental nodes with continued focus on a Community Economic Development strategy centered around housing, commercial, retail, job creation, and a wraparound supportive service network. To facilitate the execution of our agreements/contract process, we propose the utilization of our attached Agreement/Contract procedural process (see attached).

Analysis: The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged and aware of Housing and Community Development's (HCDs) progress and projects.

Approval of the proposed procedural process will enable continued redevelopment within the Laney Walker/Bethlehem neighborhoods.

Financial Impact: Without Commission Approval of a LW/B Agreement / Contract procedural process for Calendar Year 2024, HCD will be unable to move forward with

necessary development initiatives containing partnership or contractual elements.

Alternatives: Do not approve HCD's LW/B Agreement/Contract procedural process request for Calendar Year 2024.

Recommendation: Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2024.

Funds are available in the following accounts: Laney Walker/Bethlehem Revitalization Project Funds is the primary funding source.

REVIEWED AND APPROVED BY:

Procurement

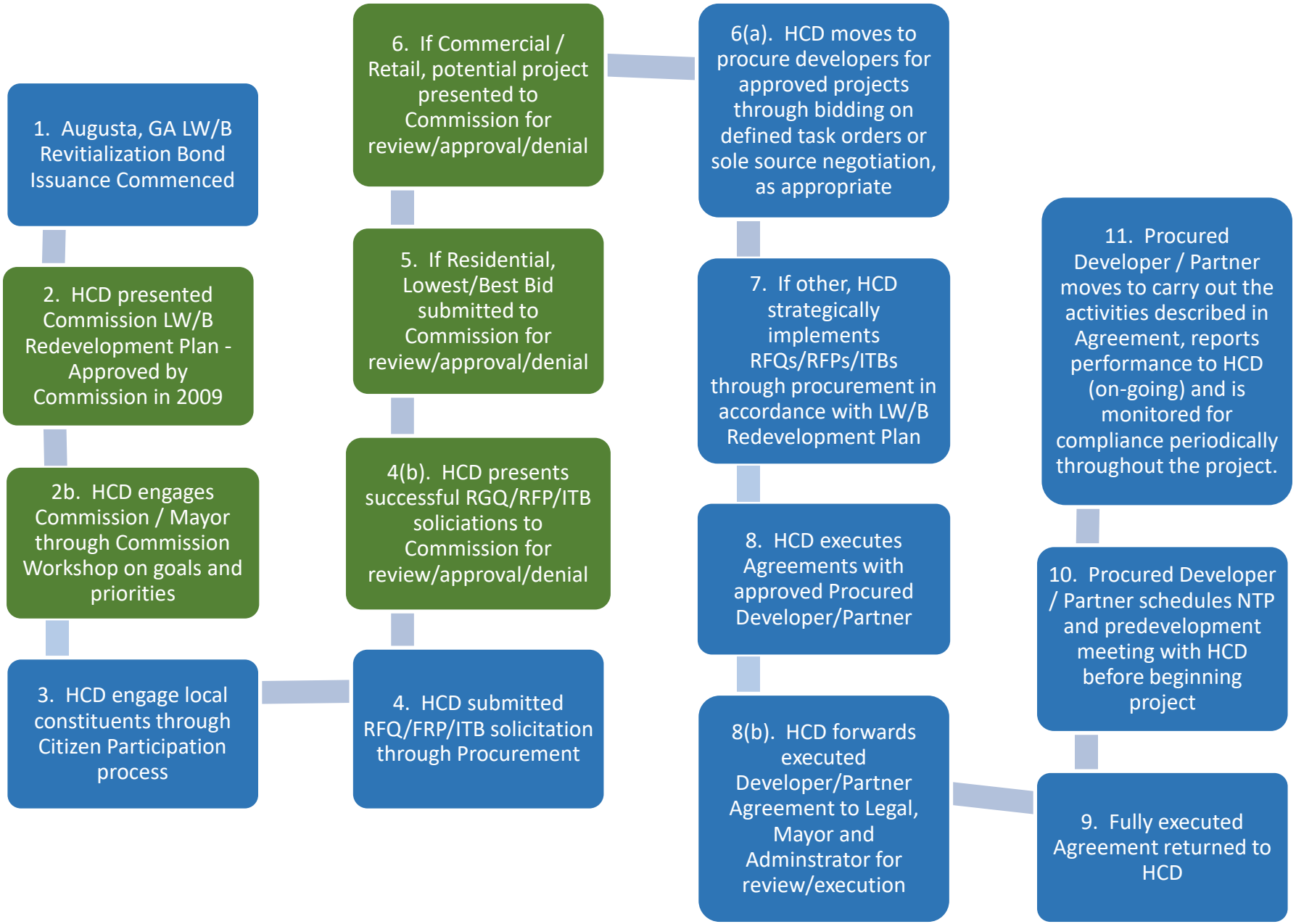
Finance

Law

Administrator

Clerk of Commission

HCD LW/B CONTRACT PROCEDURAL PROCESS FLOW CHART



**Green* boxes denote ARC Commission Action*

Administrative Services Committee Meeting

Meeting Date: 11/28/2023

HCD_ McKie Hayes Enterprise, LLC Funding Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise, LLC in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.

Background: Housing and Community Development is assisting Mckie Hayes Enterprise LLC by providing guidance and techniques of development via utilizing HOME funds. McKie Hayes Enterprise, LLC. is a new developer with interest in developing affordable housing in the Turpin Hills area. To kick-off this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:

McKie Hayes Enterprise is requesting:

- 1344 Swanee Quintet Blvd., Augusta, GA 30901: Funding Request: $97,641.00

The funding request is to assist (50% of total development costs) with the cost associated with the construction of one (1) single family affordable unit.

Analysis: Approval of the contract will allow the partnership to construct (1) single family unit in the Turpin Hills area to aid in the fight of blight.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of $ 97,641.00 to assist in the construction of one single family affordable housing unit.

Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise, LLC in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to low income homebuyer.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
REVIEWED AND APPROVED BY:	Procurement Finance Law Administrator Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

MCKIE HAYES ENTERPRISE, LLC

In the amount of

$ 97,641.00

Ninety-Seven Thousand Six Hundred Forty-One Dollars & 00/100

For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1344 Swanee Quintet Blvd. – Single Family"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2023 ("*the effective date*") by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as "*HCD*") – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called "*Augusta*"), and McKie Hayes Enterprise, LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "*MCKIE HAYES*") as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, McKie Hayes will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with McKie Hayes for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

WHEREAS, McKie Hayes has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, McKie Hayes has requested, and Augusta has approved a total of $ 97,641.00 in HOME funds to perform eligible activities as described in Article I below;

NOW, THEREFORE, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

McKie Hayes agrees to utilize approved HOME funds to support project related costs associated with property located at 1344 Swanee Quintet Blvd., one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

i. *Perform new construction services for a single family unit.*
ii. *Will participate in bi-weekly construction meetings.*
iii. *Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations*
iv. *All projects are to posses the following components:*
    1. Evidence of additional financing resources "Leveraging"
    2. Evidence of Site Control
    3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying

education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.

4. If at the time of construction, there is no approved homebuyer, MCKIE HAYES must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

HOME Program funds shall be used by McKie Hayes for the purposes and objectives stated in Article I, Scope of Services, and Exhibit "A" of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed **$ 97,641.00** in a HOME funds shall be expended by McKie Hayes from Year 2021 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1344 Swanee Quintet Blvd. in the Turpin Hill Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees. Sales price will be determined by an as built appraisal as submitted by MCKIE HAYES. This unit will be constructed by McKie Hayes and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 1344 Swanee Quintet Blvd., Augusta, Georgia 30909

Initial: _____

C. Program Location and Specific Goals to be Achieved

McKie Hayes shall conduct project development activities and related services in its project area known as Turpin Hille that incorporates the following boundaries: Wrightsboro Road on the North, Gordon Highway to the West, 15th Street on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by McKie Hayes will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, McKie Hayes shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. MCKIE HAYES will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

McKie Hayes will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. McKie Hayes will carry out this project with implementation oversight provided by HCD. McKie Hayes agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, McKie Hayes, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$97,641.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to McKie Hayes compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, McKie Hayes will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.

b. HCD will monitor the progress of the project and McKie Hayes performance on a weekly basis with regards to the production and overall effectiveness of the project.

c. McKie Hayes and contractor will participate in bi-weekly construction meetings as set by HCD.
d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of $97,641.00 of this single project and seeks to provide McKie Hayes with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **$ 97,641.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow MCKIE HAYES to retain 25% of sales proceeds to further future HOME development. (Example: 1344 Swanee Quintet Blvd. sales for $195,000; MCKIE HAYES retains $48,750.00 (25%) and pays HCD $ 48,891.00)

Initial: _____

C. Timetable for Completion of Project Activities

McKie Hayes shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, McKie Hayes will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

i. *McKie Hayes shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is $50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. McKie Hayes shall be paid a total consideration of no more than **$ 97,641.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of McKie Hayes It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and McKie Hayes

2. McKie Hayes shall adhere to the following budget in the performance of this contract:

Construction	**$ 97,641.00**
TOTAL HOME PROJECT COST:	**$ 97,641.00**

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program "Period of Affordability" requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the

HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and McKie Hayes (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to McKie Hayes or any contractor/subcontractor hereunder. All payments to McKie Hayes by Augusta will be made on a per performance request through the AIA Document.

B. McKie Hayes shall maintain a separate account and accounting process for HOME funding sources.

C. McKie Hayes shall not use these funds for any purpose other than the purpose set forth in this Agreement.

D. Subject to McKie Hayes compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 “Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

F. Requests by McKie Hayes for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

G. McKie Hayes shall maintain an adequate financial system and internal fiscal controls.

H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by McKie Hayes.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

A. Augusta will be responsible for monitoring the reuse of the proceeds.

B. Any real property under McKie Hayes control that was acquired or improved in whole or in part with HOME funds in excess of $25,000 must either:

   a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or

   b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by McKie Hayes.

D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by McKie Hayes.

E. If McKie Hayes is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

McKie Hayes shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

a. Maximum acquisition prices [24 CFR 92.205A.2]

b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]

c. Combined affordability of assisted units
d. Income eligibility of assisted unites
e. Inspection of the homebuyer units to comply with HUD required Property Standards
f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
g. Environmental Review
h. Lead-based Paint Abatement
i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). McKie Hayes shall maintain records that document all clients served with HOME funds. In addition, McKie Hayes shall document each client's race, family size, annul household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by McKie Hayes, shall provide the information and verification described above.

McKie Hayes shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply McKie Hayes with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

McKie Hayes shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

McKie Hayes shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, McKie Hayes shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of $300 or more per unit.

In connection with the expenditure of federal funds, McKie Hayes shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of McKie Entrprises's fiscal year. McKie Hayes is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. McKie Hayes shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: McKie Hayes' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). McKie Hayes agrees to comply with the Open Records Act should a request be submitted to it. Further, McKie Hayes agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

a. McKie Hayes will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings.

b. McKie Hayes will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.

c. The press, public, and the Grantee shall not be denied admittance to McKie Hayes' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

d. McKie Hayes shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

McKie Hayes agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of McKie Hayes. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The McKie Hayes in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by the McKie Hayes. In such instances, McKie Hayes shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and McKie Hayes.

C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

McKie Hayes agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in McKie Hayes publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

McKie Hayes agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify McKie Hayes if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: McKie Hayes agrees that in instances in which there is construction work over $2,000 financed in whole or in part with HOME funds under this Contract, McKie Hayes will adhere to the Davis-Bacon Act (40 USC 276), as

amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

McKie Hayes agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), McKie Hayes agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

McKie Hayes agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

McKie Hayes agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. McKie Hayes will in all solicitations or advertisements for employees placed by or on behalf of

McKie Hayes; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

McKie Hayes agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, McKie Hayes agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

McKie Hayes agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, McKie Hayes agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by McKie Hayes for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if McKie Hayes fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means McKie Hayes shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

McKie Hayes shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. McKie Hayes agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

McKie Hayes shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

McKie Hayes agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

McKie Hayes will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. McKie Hayes will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or McKie Hayes social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. McKie Hayes agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. McKie Hayes agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

McKie Hayes and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

McKie Hayes will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. McKie Hayes will not discriminate against any person applying for shelter on the basis of religion. McKie Hayes will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if McKie Hayes has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, McKie Hayes shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is "new construction" by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

A. In the event McKie Hayes materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until McKie Hayes cures any breach of the contract. If McKie Hayes fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

B. Notwithstanding the above, McKie Hayes shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to McKie Hayes for the purposes of set off until such time as the exact amount of damages is determined.

C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if McKie Hayes breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, McKie Hayes shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

McKie Hayes will receive all notices at the address indicated below:

McKie Hayes

5950 Bowdens Pond Road

Dearing, Georgia 30808

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

McKie Hayes will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, McKie Hayes specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

ARTICLE XIII. INSURANCE AND BONDING

McKie Hayes shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, McKie Hayes shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least $100,000.00 covering all personnel of McKie Hayes handling or charged with the responsibility for handling funds and property pursuant to this contract. MCKIE HAYES shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least $1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, McKie Hayes shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by McKie Hayes hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements

whether oral or written. Augusta is not obligated to provide funding of any kind to McKie Hayes beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

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

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

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____ Date:_____

Augusta, GA Law Department

By: _____ Date: _____

Garnett L. Johnson
As its Mayor

By: _____ Date: _____

Takiyah A. Douse
As its Interim Administrator

By: _____ Date:_____

Hawthorne Welcher, Jr.
As its Director, HCD

SEAL

_____

Lena Bonner
As its Clerk

ATTEST: **McKie Hayes**

(Grantee)

BY:_____ _____

Its: _____ Date

_____ _____

Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

McKie Hayes shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *McKie Hayes shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *McKie Hayes shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.

3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.

5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

   §92.251(a)(2) incorporates or specifies additional standards:

   - Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
   - Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

   §92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

   - Review and approve written cost estimates, construction contracts, and construction documents.
   - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.

8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **$97,641.00** in Year 2023 HOME Investment Partnerships Funds to McKie Hayes. These funds will support new construction with the production of approximately one single-family affordable unit.

2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to McKie Hayes in accordance with the attached drawdown schedule and budget.

3. With HCD approval, McKie Hayes may use HOME funds under this contract for all the following purposes:

    a. To support development costs as outlined in Item 6 below.

4. Completion Delays, Remedies, and Penalties

    A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may

        1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.

        2. Assess liquidated damages of fifty dollars ($50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.

    B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

        1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.

        2. To any acts of the Owner that hinder the progress of the work.

        3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the

public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.

b. McKie Hayes will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.

c. McKie Hayes must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, McKie Hayes must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.

d. McKie Hayes must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.

e. McKie Hayes must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.

f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

MCKIE HAYES MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

Administrative Services Committee

Meeting Date: October 10, 2023

2023 - Utilities-Construction – Mini Excavators - Bid 23-194

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin
Caption:	Motion to approve the purchase of two Mini Excavators from Vermeer Southern Sales for the Utilities Department - Construction & Maintenance Division at a total cost of $140,578. (Bid 23-194)
Background:	The Augusta Utilities Department-Construction & Maintenance Division requests the purchase of two new mini excavators. These excavators are versatile machines that are used for various tasks to include digging trenches, repairing sewer lines and drilling for posts.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for 2023/2024Mini Excavator. Invitations to bid were sent to 24 vendors and only 5 responsive bids were received. Vermeer Southeast of Buford, GA was the lowest compliant vendor and met all the necessary specifications for the desired equipment and included the standard request for the dual position bucket. The local vendor, GJ&L dba Border Equipment of Augusta, GA, was given the opportunity to schedule a demonstration via various communications and they failed to communicate in a timely manner. Bid #23-194: 2023/2024 Mini Excavator **Vermeer Southeast = $70,289**; J&B Tractor = $77,975; GJ&L dba Border Equipment = $77.260; Yancey Brothers = $91,579; Dobbs Equipment = $99,516
Financial Impact:	Utilities Department Funds (ACCT #506-04-3410/54-22510): $70,289.00
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of two Mini Excavators from Vermeer Southern Sales for the Utilities Department - Construction & Maintenance Division at a total cost of $140,578.
Funds are available in the following accounts:	Utilities Department Funds (ACCT #506-04-3410/54-22510)

REVIEWED AND APPROVED BY: N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, August 25, 2023 @ 11:00 a.m.** via ZOOM **Meeting ID: 815 0184 6334; Passcode: 391746** for furnishing:

Bid Item #23-194 2023/2024 Mini Excavator for Augusta, GA – Central Services Department

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

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, August 11, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder.

***Invitation for bids and specifications*.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	July 20, 27, 2023 and August 3, 10, 2023
Metro Courier	July 20, 2023

Bid Opening:Bid Item #23-194 2023/2024 Mini Excavator
for Augusta, GA – Central Services Department-Fleet Management Division
Bid Date: Friday, August 25, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 296
Total Electronic Notifications (Demandstar): 4
Georgia Procuement Registry: 263
Total Packages Submitted: 5
Total Noncompliant: 0

Vendors	J & B Tractor 3585 Mike Padgett Hywy Augusta, GA 30906	GJ&L dba Border Equipment 2804 Wylds Road Augusta, GA 30909	Vermeer Southern Sales 2951 Peachtree Ind. Blvd. Buford, GA 30518	Yancy Brothers 4165 Mike Padgett Hwy. Augusta, GA 30906	Dobbs Equipment 1900 William Few Pkwy. Grovetown, GA 30813
Attachment "B"	Yes	Yes	Yes	Yes	Yes
E-Verify Number	515905	705362	111350	146813	339942
SAVE Form	Yes	Yes	Yes	Yes	Yes
2023/2024 Mini Excavator					
Year	2025	2024	2023	2023	2023
Make	Kubota	CASE	Yanmar	Caterpillar	Deere
Model	KX040-4	CX42D	SV40	305CR	50P
Total Price	$58,500.00	$69,980.00	$70,289.00 included fire extingusher, beacon light and asphalt breaker.	$84,990.00	$86,861.00
Appox Delivery Date	60-90 days	within 90 days	within 30 days	10/1/23 - 10/6/23	120 days
6.00 Specialty Items					
6.01 Keys	Included	0.00	Included		0.00
6.02 Fire Extinguisher	Included	0.00	$150.00		0.00
6.03 Manuals	700.00 Electron	0.00	Included		0.00
6.04 Initial Operator Familarization Training	Included	0.00	Included		0.00
7.0 Manufacturer Options					
7.01 Asphalt Breker Attachment	$18,500.00	$7,280.00	$12,359.00	$6,589.00	$12,655.00
7.02 Beacon Light	$275.00	$0.00	$200.00		$0.00
Exceptions	Yes		Yes		

Augusta GEORGIA

Local Vendor Option - Bid Item #23-197 2023/2024 Mini Excavator
for Augusta, GA - Central Services Department
Fleet Maintenance Division
Bid Due: Friday, August 25, 2023 @ 11:00 a.m.

Vendors	GJ&L dba Border Equipment 2804 Wylds Road Augusta, GA 30909	Non-local Vendor	Decline or Accept	
Specifications	**Bid Price**	**Bid Price**	**Yes**	**No**
Specialty Items				
6.01 Keys	$0.00	$0.00		
6.02 Fire Extinguisher	$0.00	$150.00		
6.03 Manuals	$0.00	Included		
6.04 Initial Operator Familarization Training	$0.00	Included		
Manufacturer Options				
7.01 Asphalt Breaker Attachment	$7,280.00	$12,359.00		
7.02 Beacon Light	$0.00	$200.00		
Total for Mini Excavator	$69,980.00	$70,289.00 price includes, fire extinguisher, beacon light, and asphalt breaker		
Grand Total	$77,260.00	$70,289.00		

Cathy 10/4/23

Please indicate if you wish to match the bid of the lowest non-local bidder by selecting the appropriate box to the right of the grand total amount. Please sign, date and return this form no later than Friday, October 6, 2023 no later than 3:00 p.m.

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: **Geri Sams, Director, Procurement Department**

FROM: **Ron Lampkin, Interim Director, Central Services Department**

DATE: **September 18, 2023**

SUBJECT: **Recommendation for Bid #23-194 – 2023/2024 Mini Excavator**

Fleet Management would like to recommend the award of bid # 23-194 to Vermeer Southern Sales of Buford, GA. The vendor's proposal met the requirements of the bid, provided all the accessories/options requested and was the best and lowest price for the equipment requested.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RL/kb

Augusta GEORGIA

Bid Opening:Bid Item #23-194 2023/2024 Mini Excavator
for Augusta, GA – Central Services Department-Fleet Management Division
Bid Date: Friday, August 25, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 296
Total Electronic Notifications (Demandstar): 4
Georgia Procuement Registry: 263
Total Packages Submitted: 5
Total Noncompliant: 0

Vendors	J & B Tractor 3585 Mike Padgett Hywy Augusta, GA 30906	GJ&L dba Border Equipment 2804 Wylds Road Augusta, GA 30909	Vermeer Southern Sales 2951 Peachtree Ind. Blvd. Buford, GA 30518	Yancy Brothers 4165 Mike Padgett Hwy. Augusta, GA 30906	Dobbs Equipment 1900 William Few Pkwy. Grovetown, GA 30813
Attachment "B"	Yes	Yes	Yes	Yes	Yes
E-Verify Number	515905	705362	111350	146813	339942
SAVE Form	Yes	Yes	Yes	Yes	Yes
2023/2024 Mini Excavator					
Year	2025	2024	2023	2023	2023
Make	Kubota	CASE	Yanmar	Caterpillar	Deere
Model	KX040-4	CX42D	SV40	305CR	50P
Total Price	$58,500.00	$69,980.00	$70,289.00 Included fire extingusher, beacon light and asphalt breaker.	$84,990.00	$86,861.00
Appox Delivery Date	60-90 days	within 90 days	within 30 days	10/1/23 - 10/6/23	120 days
6.00 Specialty Items					
6.01 Keys	Included	0.00	Included		0.00
6.02 Fire Extinguisher	Included	0.00	$150.00		0.00
6.03 Manuals	700.00 Electron	0.00	Included		0.00
6.04 Initial Operator Familiarization Training	Included	0.00	Included		0.00
7.0 Manufacturer Options					
7.01 Asphalt Breker Attachment	$18,500.00	$7,280.00	$12,359.00	$6,589.00	$12,655.00
7.02 Beacon Light	$275.00	$0.00	$200.00		$0.00
Exceptions	Yes		Yes		

FOR ALL DEPARTMENTS-2023/2024 MINI EXCAVATOR - BID OPENING 08/25/23 @ 11:00am					
23-194	J&B Tractor	GJ&L dba Border Equip	Vermeer Southern Sales	Yancey Brothers	Dobbs Equipment
Year:	2025	2024	2023	2023	2023
Make:	Kubota	Case	Yanmar	Caterpillar	Deere
Model:	KX040-4	CX42D	SV40	305CR	50P
DELIVERY:	60-90 Days	90 Days	30 Days	10/1/23 - 10/6/23	120 Days
Total Price with all Options	$77,975.00	$77,260.00	$70,289.00	$91,579.00	$99,516.00
Price of Mini Excavator	$58,500.00	$69,980.00	$57,580.00		INCLUDED
6.01 Keys	INCLUDED	INCLUDED	INCLUDED		INCLUDED
6.02 Fire Extinguisher	INCLUDED	INCLUDED	$150.00		INCLUDED
6.03 Manuals	$ 700.00	INCLUDED	INCLUDED		INCLUDED
6.04 Initial Operator Familiarization Training	INCLUDED	INCLUDED	INCLUDED		INCLUDED
7.01 Asphalt Breaker Attachment	$8,900.00	$7,280.00	$12,359.00	$6,589.00	$12,655.00
7.02 Beacon Light ROPS Mounted	$125.00	INCLUDED	$200.00		$0.00

YANCEY BROS/CATERPILLAR
4165 MIKE PADGETT HWY
AUGUSTA, GA 30906

TEC-TRACTOR EQUIPMENT COMPANY
3809 MIKE PADGETT HWY
AUGUSTA, GA 30906

H & E EQUIPMENT SERVICES
4425 BLUFF ROAD
COLUMBIA, SC 29209

ASC CONSTRUCTION EQUIP
2303 AIRPORT BOULEVARD
CAYCE, SC 29033

HERTZ EQUIPMENT RENTAL
2017 RAWLEY ROAD
AUGUSTA, GA 30906

BORDER EQUIPMENT
2804 WYLDS ROAD
AUGUSTA, GA 30909

WADE TRACTOR & EQUIPMENT CO.
1218 ENTERPRISE WAY
GRIFFIN, GA 30224

DITCH WITCH OF GEORGIA
5430 GA HIGHWAY 85
FOREST PARK, GA 30297

LOW COUNTRY MACHINERY
1008 EAST HIGHWAY 80
POOLER, GA 31322

UNITED RENTAL
2425 MIKE PADGETT HWY
AUGUSTA, GA 30906

U. S. EQUIPMENT, INC
4318 WHEELER ROAD
MARTINEZ, GA 30907

TRACTOR & EQUIPMENT COMPANY
3809 OLD SAVANNAH ROAD
AUGUSTA, GA 30809

J & B TRACTOR COMPANY
3585 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

PALMER EQUIPMENT COMPANY
HWY 78 NORTH BYPASS
P.O. BOX 1125
WASHINGTON, GA 30673

NEFF EQUIPMENT COMPANY
2325 TUBMAN HOME ROAD
AUGUSTA, GA 30906

RENTAL SERVICE CORP
3521 MIKE PADGETT HWY
AUGUSTA,GA 30901

SUNBELT EQUIPMENT CO.
2530 PEACH ORCHARD ROAD
AUGUSTA, GA 30906

JENKINS TRACTOR COMPANY
3585 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

CONTRACTOR EQUIPMENT SALES
4109 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

LINDER INDUSTRIAL MACHINERY
3109 CHARLESTON HIGHWAY
WEST COLUMBIA, SC 29172

VERMEER
1320 GRESHAM ROAD
MARIETTA, GA 30062

FLINT CONSTRUCTION & FORESTRY
1900 WILLIAM FEW PARKWAY
GROVETOWN, GA 30813

AG-PRO
1377 DOGWOOD DRIVE, SW
CONYERS, GA 30012

BLANCHARD EQUIPMENT CO
4266 BELAIR FRONTAGE RD
AUGUSTA, GA 30909

BID ITEM #23-194
2023/2024 MINI EXCAVATOR
For Central Svcs - Fleet
MAILED 7/20/23

BID ITEM #23-194
2023/2024 MINI EXCAVATOR
FOR CENTRAL SERVICES-FLEET
BID DUE: FRI., 8/25/23 @ 11:00 A.M.

INC 2023-07-21			
WALKER RHODES TRACTOR COMPANY INC 2023-07-21	smorton100@gmail.com MORTON, SAM		
WALKER RHODES TRACTOR COMPANY INC 2023-07-21	wrtc@walkerrhodestractor.com RHODES, FOSTER		
WALLACE TRUCK & EQUIPMENT SALE 2023-07-21	tammy@wallaceequip.com WALLACETRUCK, WALLACETRUCK	N	NOM
WAYNE EVANS AUCTION CO INC 2023-07-21	grace@weaci.com WAYNEEVANS, WAYNEEVANS	N	NOM
WILMAC INC 2023-07-21	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
WILSONS TRACTORS & EQUIPMENT INC 2023-07-21	kim@wilsonstractors.com KIMBERLY08, KIMBERLY08	N	NOM
Wear Parts & Equipment Co., Inc. 2023-07-21	ian@wearpartsco.com Healy, Ian	N	NOM
Work Horse Temps LLC 2023-07-21	kyoung@workhorsetemps.com Young, Kelvin	N	NOM

ETHNIC GROUP	COUNT
African American	7
Asian American	3
Native American	3
Hispanic/Latino	1
Pacific Island/American	1
Non Minority	109
Not Classified	0
Total Number of Vendors	124
Total Number of Contacts	263

Planholders

Add Supplier | Export To Excel

Supplier (3)

Supplier	Download Date
Dobbs Equipment	08/16/2023
Dodge Data	07/22/2023
Onvia, Inc. - Content Department	07/21/2023

Add Supplier

Supplier Details

Supplier Name	Dobbs Equipment
Contact Name	Richard Elliott
Address	1900 William Few Parkway , Grovetown, GA 30813
Email	richard.elliott@dobbsequipment.com
Phone Number	706-564-8958

Remove

Documents

Filename	Type	Action
23-194_ITB	Bid Document / Specifications	View History

Administrative Services Committee Meeting

Meeting Date: 11/28/2023

HCD_ Laney Walker/Bethlehem partnership with T.D. Jakes MOU Approval Request

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Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to enter into a MOU with TDJM, TDJREV, and TDJF, for potential development of a healthy food establishment in Laney Walker/Bethlehem.

Background: Established in 1996, T.D Jakes Real Estate Ventures, LLC is aimed at solving sociological issues for entrepreneurship, mentorship, academic progress, and entertainment that spawns job creation by building bridges and alliances that build equality and deliver solutions for underrepresented and underserved communities.

The company recently launched a comprehensive, community development platform to create 21st century solutions to address certain fundamental needs of the community while also addressing the physical needs of the community through investment and development, increasing access to housing, and improved commercial delivery systems and services.

Therefore, based on this LLC's mission and mindset, we believe it best to work through collaboration specific to creating a strategy and approach that will rid this historic area of the current foot desert through hopefully the development of a healthy food establishment. This MOU serves as the right instrument to further conversations of such.

Analysis: The approval of the contract will allow for pre-development activities on this site to begin.

Financial Impact: This is not a construction contract. There is a $0 financial impact.

Alternatives:	Deny HCDs Request
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to enter into a MOU with TDJM, TDJREV, and TDJF, for potential development of a healthy food establishment in Laney Walker/Bethlehem.
Funds are available in the following accounts:	Not Applicable
REVIEWED AND APPROVED BY:	Procurement
	Finance
	Law
	Administrator
	Clerk of Commission

Memorandum of Understanding

BETWEEN
AUGUSTA, GEORIGA
C/O
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

T. D. JAKES MINISTRIES, INC.

This Memorandum of Understanding (MOU) is entered into agreement on the __ day of _____, 2023.

The parties involved in this agreement are:

1. Augusta, Georgia, (AUG) c/o the Housing and Community Development Department (HCD), 510 Fenwick Street, Augusta, Georgia, 30901;
2. T.D. Jakes Ministries Inc., (TDJM), P.O. Box 5390, Dallas, TX 75208, c/o T.D. Jakes Real Estate Ventures, LLC (TDJREV) & T.D. Jakes Foundation, LLC (TDJF);

HCD, TDJM, are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

A) AUG a political subdivision of the State of Georgia,
   a. HCD its successor, through the AUG Commission a department
B) TDJM is a multifaceted faith based nonprofit organization, deeply rooted in local and global communities.
   a. TDJREV a subsidiary of TDJM, aimed to solve local and global fundamental issues and challenges facing underserved communities with the objective of developing sustainable and thriving communities.
   b. TDJF, a subsidiary of TDJM, is committed to creating pathways of opportunity for underprivileged communities both in the United States and worldwide.

NOW, THEREFORE, in recognition of their common interests and objectives, and to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation in the sector of transport, the Parties confirm their mutual understanding on the following:

PART I. STRUCTURE OF THE INITIATIVE

This local initiative will be known as the Laney Walker / Bethlehem Redevelopment Project. Initiative (the "Initiative"). The greater Initiative is designed to facilitate the development of a Grocer / Market / Wellness Center located within the Laney Walker & Bethlehem communities; in Partnership TDJREV. Augusta, GA has concluded that it is beneficial to act as a team for the purpose of increasing healthier food option and eliminate food insecurity, within the Laney Walker & Bethlehem communities.

PART II. PURPOSE OF INITIATIVE

The initiative is full of potential for growth and development. This Memorandum of Understanding's vital purpose:

2.1.1 To mutually seek funding opportunities to support all efforts expressed in this MOU.
2.1.2 To express a desire of the Parties for cooperation and is not intended to impose any legal obligation of any nature on either Party.

PART III. SCOPE OF COLLABORATION

Within the context of their respective mandates, objectives and procedures, the Parties shall cooperate in the following areas:

(a) Identifying and addressing jointly financial and logistics issues of priority;
(b) Developing and implementing, as appropriate, joint programs and projects in mutually identified.
(c) Participate in Augusta Georgia Commission meetings, assist with the organizing community meetings, workshops, and events jointly;
(d) Promote the Partner's programs, services, initiatives, etc., via the website, social media, newspaper ads, etc.

PART IV. OBJECTIVES

Cooperation and partnership between the Parties under this MOU is based on the overarching mutual recognition of:

(a) The need for long-term approach to inclusive and sustainable development;
(b) The need for encouraging full participation of all stakeholders; and
(c) The need for designing, implementing, and maintaining result-oriented development of projects and services.

PART V. FOCUS OF JOINT ACTIVITIES

The goal of the Initiative is to continue TDJREV supportive service partner and as an investor/developer partnership which will:

(a) Foster comprehensive development, in partnership, and the promotion of Grocer / Market /Wellness Center, etc.;
(b) Increase affordable food options in LW/B through approved participating lenders and use of financing assistance offered through the LW/B bonds funds, various HUD programs and TDJREV, where applicable;
(c) Foster the use of architecturally compatible building design that captures the character and history of the LW/B communities, utilizing the LW/B Pattern Book as a basis;
(d) Increase food security by providing closer and healthier food options;
(e) Conduct outreach activities within the community by implementation of the wellness center, by providing ongoing supportive (wraparound) services;
(f) Build a model of partnership that can be replicated in other communities;
(g) Building community economic development that encourages economic opportunities while improving social conditions in a sustainable way; And,
(h) Effectively tackle local issues sustainably and create tangible results for communities in need.

PART VI. RESPONSIBILITIES OF THE PARTIES

The parties will have the following responsibilities:

Investor/Developer Partner

(a) HCD to work with TDJREV, to develop Grocer / Market/ Wellness Center.
(b) HCD to work with TDJREV to identify conceptual plans for the property.
(c) HCD to work with TDJREV a dual-party deal structure (land infusion, construction split, down payment, etc.)
(d) HCD and TDJREV to identify financial sources (Augusta, CBDG, Bank, Investors, Donors, etc.)
(e) HCD and TDJREV to utilize private partner funds for the development of the Grocer /Market

/ Wellness Center

PART VII. PUBLIC RELATIONS

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by all parties: HCD, TDJREV prior to public release.

PART VIII. EXCHANGE OF INFORMATON

The parties agree that appropriate representation is important to emphasize their common interests, purpose and intentions in substantive terms. The Parties therefore intend to invite each other where the appropriate, to meeting conference seminars and workshops to cooperation in the priority areas set out in this MOU.

PART IX. RELATIONSHIP OF PARTIES

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner. This is not a contract.

PART X. TERM; EARLY TERMINATION

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90-day notice.

PART XI. ADMINISTARTIVE REPORTS

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

PART XII. ADDITIONAL PROVISIONS

HCD, and TDJREV, shall each identify a primary contact and an alternative contact.

PART XIII. ACKNOWLEDGEMENTS

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

In Witness Whereof, the parties have set their hands and seals as of the date first written above.

SEE SIGNATURE PAGE (PAGE 5 OF 5)

PART XII. SIGNATURE PAGE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Augusta, Georgia

Attest: **Augusta, Georgia**

By: _____ Date: _____
Garnett L. Johnson
As Mayor

By: _____ Date: _____
Takiyah A. Douse
As Interim City Administrator

By: _____ Date: _____
Hawthorne Welcher, Jr.
As Director, HCD

Approved as to Form by: _____ Date: _____
Augusta, GA Law Department

SEAL

_____
Lena Bonner
As its Clerk of Commission

T.D Jakes Real Estate Ventures, LLC (TDJREV)

By: _____ Date: _____

Name: _____

Title: _____

_____

Administrative Services

Meeting Date: November 28, 2023

AO Eisenhower Lease Amendment

Department:	Administrator's Office
Presenter:	Takiyah A. Douse
Caption:	Motion to approve amendment to lease agreement between Augusta, GA and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, GA.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve amendment to lease agreement between Augusta, GA and Augusta National regarding the property located at 1420 Eisenhower Drive, Augusta, GA.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AMENDMENT TO EISENHOWER PARKING LOT LEASE AGREEMENT

This AMENDMENT TO PARKING LOT LEASE AGREEMENT (the "Amendment") is made this ___ day of _____, 2023 (the "Effective Date"), by and between Augusta, Georgia, a political subdivision of the State of Georgia (the "Lessor") and Augusta National, Inc., a domestic profit corporation with the business address of 2604 Washington Road, Augusta, Georgia (the "Lessee"). Lessor and Lessee are each individually also referred to as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Eisenhower Parking Lot Lease Agreement date October 10, 2023 (the "Lease") to lease the Parking Lot ("Premises") located at Eisenhower Park as a parking facility during the Term of said Lease.

WHEREAS, the Parties desire to amend the amount of the rental payment to conform to the amounts that were mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants of Lessor and Lessee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Lease.

2. Section 3, Rental, is hereby deleted in its entirety and replaced with the following:

3. Rental: Lessee shall pay to Lessor during the term according to the following schedule:

Year 1 (2024): Ten Thousand Dollars ($10,000.00)

Year 2 (2025): Ten Thousand and Three Hundred Dollars ($10,300.00)

Year 3 (2026): Ten Thousand Six Hundred and Nine Dollars ($10,609.00)

Optional Year 1 (2027): Ten Thousand Nine Hundred Twenty-Seven Dollars and Twenty Seven Cents ($10,927.27)

Optional Year 2 (2028): Eleven Thousand Two Hundred Fifty-Five Dollars and Nine Cents ($11,255.09)

The lease payment shall be payable at least thirty (30) days in advance of the first day of the Lease term. Lessor agrees to provide a receipt to Lessee for payment received. Lessor shall

provide Lessee with a receipt evidencing such payment. The terms of this Lease supersede any and all provisions of the Georgia Prompt Pay Act.

3. All other terms and conditions of the Lease that are not modified by this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

LESSOR:	**LESSEE:**
AUGUSTA, GEORGIA	**AUGUSTA NATIONAL,INC.**
By:_____	By:_____
Name: Garnett L. Johnson	Name:
Title: Mayor	Title:

Attest:_____
Lena J. Bonner, Clerk of Commission

Administrative Services

Meeting Date: November 28, 2023

AO FY24 State Legislative Priorities

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Approve proposed priorities for FY24 State Legislative Session.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve proposed priorities for FY24 State Legislative Session.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

Date: November 20, 2023

To: Mayor Garnett Johnson
Mayor Pro Tem Brandon Garrett
Commissioner Jordan Johnson
Commissioner Stacy Pulliam
Commissioner Catherine Smith McKnight
Commissioner Alvin Mason
Commissioner Bobby Williams
Commissioner Tony Lewis
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Wayne Guilfoyle

From: Takiyah A. Douse, Interim Administrator

Subject: FY2024 Proposed State Legislative Priorities

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1. Emergency Medical Services (EMS) Funding (ACCG Priority)
Background: Augusta currently provides the DPH designated EMS zone provider, Central EMS, an annual subsidy, which includes a 3% escalation. As EMS costs continue to rise across the nation, the burden on local county general fund subsidies does the same. These challenges are compounded by EMS workforce shortages, stagnant Medicaid reimbursement rates and increased inflation. Augusta supports ACCG by encouraging the Governor and General Assembly to adjust the current Medicaid funding mechanism for EMS by 1) allowing the first 10 miles of ambulance transport to be eligible for Medicaid reimbursement and 2) Increasing the EMS Medicaid rate to the rural and urban Medicare rate.

2. Increase 911 Fees
Background: Current 911 emergency fees for wireless, wireline and prepaid services are $1.50. Today's fees are as a result of a wireless increase in 2010 and a pre-paid increase.

3. Increase Felon Inmate State Per Diem (2023 Priority)
Background: Increase the current $22 Inmate State Per Diem rate to offset increased operational and medical costs associated with inmate housing. Augusta urges the governor and the Legislature to take full responsibility for state prisoners who are housed in local jails and correctional institutions by increasing the per Diem rate for housing. Augusta's cost to house inmates is $55.50 per day, with 232 as of today's date.

4. Utilize SPLOST Funding for Maintenance
Background: SPLOST funds are beneficial when constructing new facilities, yet may create a financial hardship when maintenance needs far exceed budgetary limits. Allowable expenses

Augusta GEORGIA

Office of the Administrator

Takiyah A. Douse
Interim Administrator

such as maintenance agreements and equipment warranties would help offset costs incurred with new facilities.

5. Service Delivery Strategy (SDS) and LOST Negotiations (ACCG Priority)
Background: Support ACCG and the current State SDS Study Subcommittee in efforts to reduce conflicts. Counties and cities oftentimes face challenges when negotiating local service delivery strategies and Local Option Sales Tax splits. Amending House Bill 489, known as the Service Delivery Strategy Act, and its implementation in 1999 will improve the resolution process for all stakeholders.

6. Taxpayer Bill of Rights Simplified
Background: Clarification surrounding the notice prescribed by the Taxpayer Bill of Rights to better describe the changes to the digest is suggested. The document is designed to notify the public that the overall digest has increased in value. However, the wording of the notice fails to differentiate the difference between increased millage rates and increased assessed value. Furthermore, it inadequately explains that an overall increase in assessed values.

7. Homeless Eradication and Mental Health Awareness (ACCG Priority)
Background: Augusta's Point in Time Count shows an increase in homelessness. Many experiencing homelessness have high rates of chronic and co-occurring health conditions, mental and substance use disorders. Expanding the availability of Behavioral Health Crisis Centers (BHCC) and Crisis Stabilization Units across the state, among other recommendations, will aid our homeless population of persons struggling with Mental Health issues. Developing adequate support housing for our homeless population, with wrap around support services, will prove beneficial to decreasing and our homelessness issues.

Administrative Services

Meeting Date: 11/28/2023

Misdemeanor Probation Supervision Services

Department:

Presenter: State Court

Caption: Motion to **approve** the award of Misdemeanor Probation Supervision Services to CSRA Probations Services for three (3) years with the option to extend for 2 additional one year terms. (RFP 24-180).

Background: It is the agreement of All Parties to re-advertise Misdemeanor Probation Supervision Services for future probation services. The services were let via an RFP for the supervision services for the misdemeanor probation services. Advertisement began on will begin in 2022 and a new contract should be acquired to begin in 2023.

Analysis: One vendor responded CSRA Probation Services. The vendor package was evaluated and deemed to be acceptable to provide the services. CSRA Probation Services has held the contract for the last five (5) years. They are under new management and through the evaluation process was deemed as being a viable candidate to continue providing the services for the state court pending execution of the contract.

Financial Impact: Fines and Fees collected through CSRA Probation Services on behalf of Richmond County are remitted to the Clerk of Court's Office for distribution to the appropriate agencies.

Alternatives: none

Recommendation: Approve the award to CSRA Probation Services.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

RFP Item# 24-180 Misdemeanor Probation Supervision Services
for Augusta, GA – State Court
RFP Due: Tuesday, September 26, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 4
Total Electronic Notifications (Demandstar): 267
Georgia Procurement Registry: 1383
Total packages submitted: 1
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	5 Copies & 2 USB Drive	Fee Proposal
CSRA Probation Services 802-D Oakhurst Drive Evans, GA 30809	Yes	Yes	186780	Yes	Yes	Yes	Yes

Evaluation Sheet RFP RFP Item# 24-180
Misdemeanor Probation Supervision Services
for Augusta, GA – State Court
RFP Date: Wednesday, October 11, 2023 @ 3:00 p.m. Via ZOOM

Vendors		CSRA Probation Services 802-D Oakhurst Drive Evans, GA 30809
Phase 1		**Ranking of 0-5 (Enter a number value between 0 and 5)**
Evaluation Criteria	**Points**	**Scale 0 (Low) to 5 (High)**
1. Completeness of Response **• Package submitted by the deadline** **• Package is complete (includes requested information as required per this solicitation)** **• Attachment B is complete, signed and notarized**	**Pass/Fail**	**PASS**
2. Project Plan/Approach to Work	**40**	**25.0**
3. Qualifications of Key Personnel	**10**	**10.0**
4 Relevant Project Experience/ Past Performance	**13**	**5.0**
5. Availability of Key Personnel	**10**	**10.0**
6. Local Small Business Preference	**7**	**5.6**
Subtotal - Phase I	**80**	**50.0**
Phase II		
7. Cost Proposal: **The respondent with the lowest total cost will receive the full 20 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 20, the total points allowed for cost.**	**20**	**20.0**
Total - Points Phase II		**20.0**
Total Cumulative Score		**70.0**

Internal Use Only

Evaluator: Cumulative Date: 10/11/23

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 10/11/23

KELLIE K. McINTYRE
STATE COURT CHIEF JUDGE

John H. Ruffin, Jr. Courthouse
735 James Brown Blvd., Suite 4105
Augusta, GA 30901-2974

Telephone: 706-823-4412
Kmcintyre@augustaga.gov

October 13, 2023

Dear Ms. Sams,

I concur with the evaluation committee and recommend that we enter into contract negotiations with the said vendor, CSRA Probation.

With Kindest Regards,

Kellie K. McIntyre
Chief Judge, State Court

DEPARTMENT OF COMMUNITY SUPERVISION
3439 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

CENTRAL SAVANNAH RIVER AREA PROBATION SERVICES
9 DUNWOODY PARK, SUITE 116
DUNWOODY, GA 30338

MIDDLE GEORGIA PROBATION, LLC
114 EAST JOHNSON STREET
DUBLIN, GA 31021

CLIENT MANAGEMENT SYSTEMS
4210 COLUMBIA RD
AUGUSTA, GA 30907

SUPERVISION SERVICES
216 S. PIEDMONT ST., SE #13
CALHOUN, GA 30701

SATILLA PROBATION MANAGEMENT CORPORATION
164 NORTH MAIN STREET
NAHUNTA, GA 31553

JUDICIAL ALTERNATIVES OF GEORGIA
P.O. BOX 1758
THOMASVILLE, GA 31799

AUGUSTA PROBATION OFFICE
901 GREENE STREET
AUGUSTA, GA 30901

GEORGIA PROBATION MANAGEMENT
2195 PACE STREET SUITE C
COVINGTON, GA 30014

CSRA PROBATION SERVICES
513 ELLIS STREET
AUGUSTA, GA 30901

SOUTHEAST CORRECTIONS
145 SOUTHERN BOULEVARD, SUITE A
SAVANNAH, GA 31405

MIDDLE GEORGIA PROBATION, LLC
114 EAST JOHNSON STREET
DUBLIN, GA 31021

A D PROBATION SERVICES, INC
59 WEST MAIN STREET
LAKELAND, GA 31635

MAJORS PROBATION COMPANY TRUST
5037 UNION STREET
UNION CITY, GA 30291

PROBATION SERVICES
14 BOND STREET
TRENTON, GA 30752

CSRA PROBATION SERVICES
398 WALTON WAY
AUGUSTA, GA 30901

JUDGE MCINTYRE
STATE COURT

NIYA BRANTLEY
STATE COURT

PHYLLIS JOHNSON
COMPLIANCE

RFP ITEM #24-180
MISDEMEANOR PROBATION SUPERVISION SERVICES
FOR STATE COURT
DUE: TUESDAY, 9/26/23 @ 11:00A.M.

RFP ITEM #24-180
MISDEMEANOR PROBATION SUPERVISION SERVICES
FOR STATE COURT
MAILED: THURSDAY, 8/17/2023 .

PAGE 1 OF 1

2023-08-18			
YOUTH & FAMILY SVCS 2023-08-18	duanne.brown@comcast.net DUANNE, DUANNE	Y	AFA
YOUTH VILLAGES INC 2023-08-18	jessica.crownover@youthvillages.org YOUTHVILLAGES, YOUTHVILLAGES	N	NOM
ZION FOUNDATION INC 2023-08-18	tsellers@zionfoundation.net ZIONFOUNDATION, ZIONFOUNDATION	N	NOM
Zilo International Group LLC 2023-08-18	MILENA@ZILOINTERNATIONAL.COM ZILO, MILENA	N	NOM
Zivian Consulting Group 2023-08-18	zivian_natural@yahoo.com Johnson, Zivian	N	NOM
Zoar entertainment 2023-08-18	Zoarmultiservices16@gmail.com Sessoms, Zanovia	N	NOM
sobek, llc 2023-08-18	angosisye@gmail.com Angosisye, Akinkuotu	N	NOM

ETHNIC GROUP	COUNT
African American	111
Asian American	18
Native American	2
Hispanic/Latino	3
Pacific Island/American	1
Non Minority	614
Not Classified	0
Total Number of Vendors	749
Total Number of Contacts	1394

PR_bid_email_list

Planholders

Add Supplier | Export To Excel

Supplier (4)

Supplier	Download Date
Dodge Data	08/19/2023
Evidence-Based Associates	08/22/2023
Onvia, Inc. - Content Department	08/18/2023
PPS, Inc.	08/21/2023

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
24-180_RFP	Bid Document / Specifications	View History
24-180_ADD1	Addendum	View History

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, September 26, 2023 @ 11:00 a.m.** via ZOOM **Meeting ID: 833 2843 2349; Passcode: 501835** for furnishing:

RFP Item #24-180 Misdemeanor Probation Supervision Services for Augusta, GA – State Court

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, September 11, 2023 @ 11:00 a.m. Via Zoom Meeting ID: 824 9321 9274; Passcode: 751815.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 12, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications*.** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition 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 proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 17, 24, 31, 2023 and September 7, 2023
Metro Courier	August 17, 2023

Revised: 3/22/21

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. 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 only 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 may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) 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. 1-10-52. Sealed proposals.

(a) *Conditions for use*. In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(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- 50(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 may 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 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(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. No late proposals shall be accepted. 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 offerors will be identified at the proposal acceptance; 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). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror 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) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *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.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, 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 the other applicable sections of this chapter.

Administrative Services Committee

November 28, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Administrative Services Committee held on November 14, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, November 14, 2023
1:10 PM

ADMINISTRATIVE SERVICES

PRESENT
Mayor Garnett Johnson
Commissioner Francine Scott
Commissioner Tony Lewis
Commissioner Sean Frantom
Commissioner Jordan Johnson

1. Receive as information the emergency request for the replacement of a chilled water coil for AHU -1 at the Richmond County Sheriff's Office in the amount of $40,717.78 by Trane US, Inc.

   Motion to approve.

   Motion made by Frantom, Seconded by Lewis.
   Voting Yea: Scott, Lewis, Frantom

   Mr. Johnson out.

   Motion carries 3-0.

2. Motion to approve the minutes of the Administrative Services Committee held on October 31, 2023.

   Motion to approve.

   Motion made by Frantom, Seconded by Lewis.
   Voting Yea: Scott, Lewis, Frantom

   Mr. Johnson out.

   Motion carries 3-0.

3. Receive as information a presentation from the Greater Augusta Black Chamber of Commerce about the City of Augusta Business Equity Fund.

   It was the consensus of the committee that this item be received as information without objection.

4. Approve proposed priorities for FY25 Federal Congressionally Directed Spending.

   Motion to approve.

Motion made by Frantom, Seconded by Lewis.
Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.