

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, MAY 19, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on May 5, 2016

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT (3 minute limit/person 15 minutes maximum)

Wrecking Corp of America, LLC

I. ALCOHOL LICENSE

J. ZONING

K. PUBLIC HEARING

1. Proposed 2016 Land Use District Map (*2nd of 2 hearings. First hearing was held on May 17, 2016 before the Planning Commission*)

L. UNFINISHED BUSINESS

M. NEW BUSINESS

1. Consideration of Request to amend the ACCG 457 (b) Compensation Plan for Dawson County Employees

2. Consideration of 2016/2017 Health Insurance Renewal

3. Consideration of Dawson County Transit Drug and Alcohol Testing Policy

4. Consideration of Bid #274-16 RFP Intermediate Jail Demolition

To view the solicitation documents click [here](#).

N. ADJOURNMENT

O. PUBLIC COMMENT

*Anyone wishing to speak on a non-agenda item must notify the County Clerk within ten (10) minutes of the start of the Voting Session.

Backup material for agenda item:

Minutes of the Voting Session held on May 5, 2016

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – MAY 5, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

ROLL CALL: Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Swafford, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Dowling; County Clerk Yarbrough and interested citizens of Dawson County.

OPENING PRESENTATION:

National Drug Court Month Proclamation

Motion passed unanimously to approve the National Drug Court Month Proclamation as presented. Hamby/Fausett

Stacey Leonhardt and Tracy Walker – Dawson County Library

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

Chairman Berg reminded everyone of the Arbor Day Ceremony taking place on Friday, May 6 at 1:00 p.m. over at Fire Station #2. Keep Dawson County Beautiful planned to honor Jane Berg for starting their organization and also for her dedication throughout the years.

APPROVAL OF MINUTES:

Motion passed 3-0 to approve the minutes from the Voting Session held on April 21, 2016. Nix/Hamby- Commissioner Fausett abstained

APPROVAL OF THE AGENDA:

Motion passed unanimously to approve the agenda with the following change:

- Move Agenda Item #10 to Item #1

Swafford/Nix

PUBLIC COMMENT:

Dick McNeill

Chris Gaines- Comments read by Chairman Berg

Cathy Cox

ALCOHOL LICENSE HEARING:

None

ZONING:

None

PUBLIC HEARINGS:

Electronic Cigarette Ordinance (2nd of 2 hearings- first hearing was held on April 21, 2016)

Chairman Berg opened the hearing and asked if there was anyone present who wished to be heard on the matter of the Electronic Cigarette Ordinance, and hearing none, closed the hearing.

Motion made and passed unanimously to amend the ordinance to add language which would allow the smoking of tobacco products in designated areas only on property owned, leased, or operated by Dawson County, but no use of electronic or vape products on property owned, leased, or operated by Dawson County. Swafford/Fausett

Vacant and Burned Structures Ordinance (2nd of 2 hearings- first hearing was held on April 21, 2016)

Chairman Berg opened the hearing and asked if there was anyone present who wished to be heard on the matter of the Vacant and Burned Structures Ordinance, and hearing none, closed the hearing.

Motion passed unanimously to approve the Vacant and Burned Structure Ordinance as presented. Nix/Hamby

UNFINISHED BUSINESS:

Re-Consideration of Bid #265-16 RFP IT Servers- Revised (Tabled from the April 21, 2016 Voting Session)

Motion passed unanimously to award Bid #265-16 RFP IT Servers- Revised to the most responsive, responsible bidder, Dell Marketing LP, in the amount of \$226,879.47 and approve a contingency of \$23,120.53 for a total of \$250,000.00 to be paid from SPLOST V. Nix/Swafford

NEW BUSINESS:

Consideration of Request for additional funds to cover Juvenile Court court reporter expenses

Motion passed unanimously to approve the request for additional funds to cover Juvenile Court court reporter expenses. Nix/Hamby

Consideration of Department of Family and Children Services Budget Amendment Request

Motion passed 3-1 to approve the Department of Family and Children Services Budget Amendment Request. Fausett/Hamby- Commissioner Swafford voted against the motion

Consideration of Invitation to Bid- Shoal Creek Parcel to Grow Crops

Motion passed unanimously to award the Invitation to Bid – Shoal Creek Parcel to Grow Crops to the Wallace brothers for the purpose of growing corn at the price of \$200/year. Nix/Fausett

Consideration of Bid #271-16 RFP Ambulances for Dawson County Emergency Services

Motion passed unanimously to award Bid #271-16 RFP Ambulances for Dawson County Emergency Services to the most responsive, responsible bidder, Peach State Ambulance, Inc. out of Tyrone, Georgia for the purchase of three (3) ambulances as specified for a total expenditure of \$640,448.00 from SPLOST VI funds. Hamby/Nix

Consideration of Bid #268-16 RFP Heavy Equipment, #269-16 RFP Paving Equipment, and #270-16 RFP Tractor & Mowing Equipment Maintenance and Repair Services

Motion passed unanimously to award bids #268-16 RFP Heavy Equipment Maintenance & Repair, #269-16 RFP Paving Equipment Maintenance & Repair, and #270-16 RFP Tractor & Mowing Equipment Maintenance & Repair to the most responsive, responsible bidder Townley Construction, Inc. out of Dawsonville, Georgia. Hamby/Fausett

Consideration of Request for Budget Amendment for Drug Testing for Volunteer Firefighters

Motion passed unanimously to approve the request for Budget Amendment for Drug Testing for Volunteer Firefighters. Nix/Swofford

Consideration of Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks and Recreation

Motion passed unanimously to award Bid #273-16 RFP Athletic Field Rehabilitation for Dawson County Parks & Recreation to the most responsive, responsible bidder Athletic Construction, Inc. out of Oakwood, Georgia in the amount of \$121,190 and approve a 10% contingency of \$12,119 to be paid from SPLOST VI. Swofford/Hamby

Consideration of Traffic Signal Request for the intersection of State Route 53 and CVS Driveway

Motion passed unanimously to approve the Traffic Signal Request for the intersection of State Route 53 and CVS Driveway. Nix/Fausett

Consideration of Bid #272-16 IFB Rubber Track Skid Loader

Motion passed unanimously to award Bid #272-16 IFB Rubber Track Skid Loader to the most responsible, responsible bidder, Bobcat of Gwinnett, LLC/Bobcat of Atlanta from Atlanta, Georgia for the purchase price of one (1) rubber track skid loader for a total expenditure of \$55,561.06 to be paid from SPLOST VI funds. Hamby/Nix

Consideration of revised Etowah Water and Sewer Authority Fire Hydrant Intergovernmental Agreement

Motion made to approve the revised Etowah Water and Sewer Authority Fire Hydrant Intergovernmental Agreement. Swofford/

Chairman Berg stepped aside as Chairman in order to second the motion and turned the meeting over to most senior member of the Board of Commissioners, Commissioner Nix.

After the motion was seconded, Chairman Berg took back control of the meeting.

Motion denied 1-3 to approve the revised Etowah Water and Sewer Authority Fire Hydrant Intergovernmental Agreement. Commissioners Fausett, Hamby, and Nix voted against the motion.

ADJOURNMENT:

PUBLIC COMMENT:

APPROVE:

ATTEST:

DRAFT

Backup material for agenda item:

1. Proposed 2016 Land Use District Map (*2nd of 2 hearings. First hearing was held on May 17, 2016 before the Planning Commission*)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Planning & Development

Presenter: Rachel Burton

Submitted By: Rachel Burton

Date Submitted: 3/31/2016

Item of Business/Agenda Title: Adoption of the 2016 Land Use District Map

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: No

Purpose of Request: Approval to hold public hearings (5/17/2016 & 5/19/2016) for adoption of the 2016 Land Use District Map.

Department Recommendation: Director Burton recommends approval of the map.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: Rachel Burton

Date: 3/31/2016

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Randall Dowling

Work Session Date: 4/14/2016

Comments: _____

Attachments: Yes



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Adoption of 2016 Land Use District Map

DATE: 3/31/2016

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

COMMISSION ACTION REQUESTED ON: 5/19/2016

PURPOSE: Approval to hold public hearings on 5/17/16 (Planning Commission) and 5/19/2016 (BOC) for adoption of the 2016 Land Use District Map.

HISTORY: This is an annual adoption of the Land Use District Map incorporating approved rezonings from 2015 and errors found on the 2015 map.

FACTS AND ISSUES: The 2016 Land Use District Map reflects 2015 rezoning approvals and two errors found on the 2015 map (TMP 110-033-093 C-PCD to RSR & 105-027 RS to R-A).

OPTIONS:

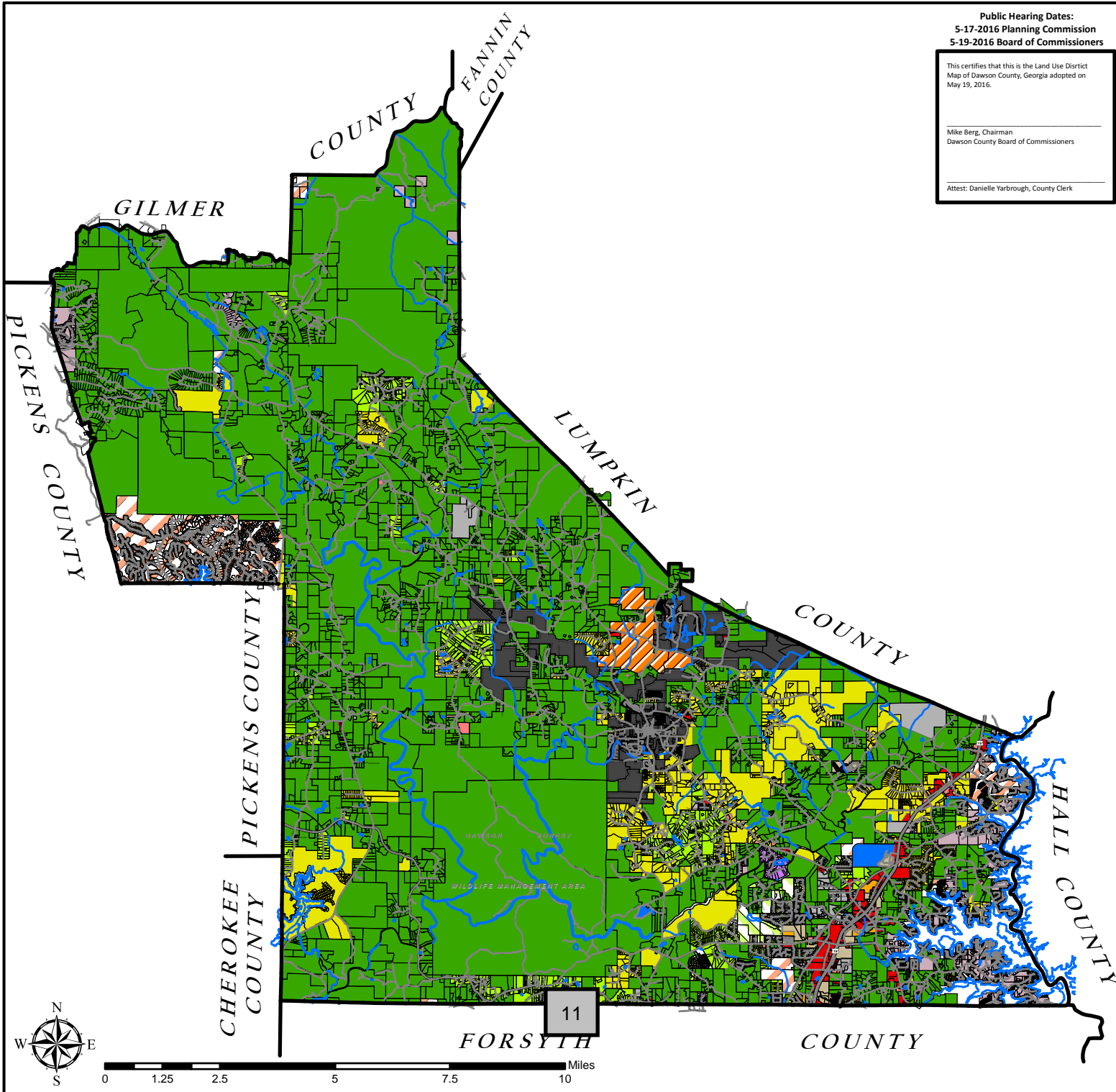
RECOMMENDED SAMPLE MOTION: Recommend approval.

DEPARTMENT:

Prepared by: Rachel Burton

Director: Rachel Burton

2016 Dawson County Land Use District Map



Public Hearing Dates:
 5-17-2016 Planning Commission
 5-19-2016 Board of Commissioners

This certifies that this is the Land Use District Map of Dawson County, Georgia adopted on May 19, 2016.


Mike Berg, Chairman
 Dawson County Board of Commissioners

Attest: Danielle Yarbrough, County Clerk

Land Use District	
	RRE
	RSRMM
	VC
	VCR
	C-OI
	C-CB
	C-HB
	C-IR
	C-PCD
	C-RB
	C-TB
	CT

ZONING CLASS	
	Historic District
	MIXED USE VILLAGE
	RA
	RPC
	RSR
	RL
	RMF
	RMHP
	RT
	RS
	CountyLine
	County RD
	Private Trails
	State Hwy
	US Hwy
	Hydro
	Parcels
	Dawsonville City Limits

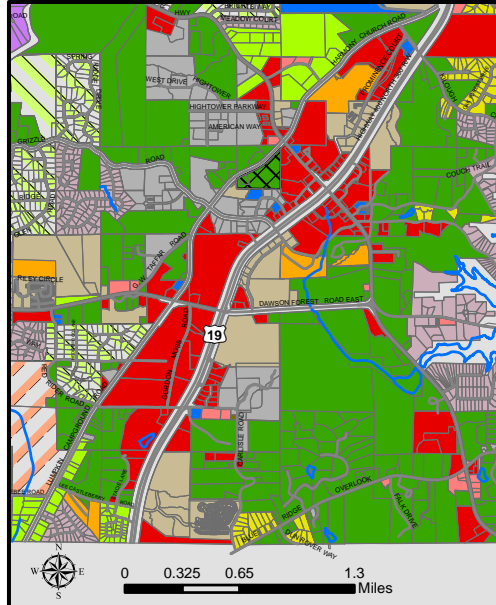
Dawson County Geographic Information Systems
 Data Disclaimer



The information on this map (or data product) is from a computer database accessed using a Geographic Information System (GIS). Dawson County cannot guarantee the accuracy of the information contained on this map. Each user of this map is responsible for determining its suitability for his or her intended use or purpose. County departments will not necessarily approve applications based solely on GIS data. County staff corrects errors in features on this map as they are identified. Dawson County shall have no liability for the data, or lack thereof.

Amendments:

GA 400 Corridor South



Backup material for agenda item:

1. Consideration of Request to amend the ACCG 457 (b) Compensation Plan for Dawson County Employees



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Human Resources

Presenter: Randall Dowling/Ryan Reynolds (GEBCorp)

Submitted By: Danielle Yarbrough

Date Submitted: 05/03/2016

Item of Business/Agenda Title: Request to Amend the ACCG 457(b) Defined-Contribution Retirement Plan for Dawson County Employees to add another component to the current retirement plan.

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR X Commission Action Needed.

Is there a deadline on this item? If so, Explain: No

Purpose of Request: To improve employee retirement benefits by giving employees another option regarding their retirement contributions. This additional retirement component would be a Roth 457 option.

Department Recommendation: Staff recommends approval

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: _____ Date: 05/03/16

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: Randall Dowling Work Session Date: May 12, 2016

Comments: _____

Attachments: ROTH FAQ Flyer, Resolution, and Amendm



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Roth 457 Deferred Compensation

DATE: 05/03/2016

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON:

PURPOSE: Would allow county employees to contribute to another component of the standard 457 retirement plan. This new component would also remain eligible for the 401 match and there would be no additional cost to the county.

HISTORY: Employees have requested over the past couple of years that the county offer a Roth 457 retirement component to the existing 457 defined-contribution retirement plan. The employees want different pre-tax and post-tax options for managing their retirement funds.

FACTS AND ISSUES: Would allow employees another option for their retirement contributions.

OPTIONS: Approve to offer the plan or not approve to offer the plan.

RECOMMENDED SAMPLE MOTION:

Motion to approve the resolution to amend the ACCG 457(b) Defined-Contribution Plan for Dawson County Employees.

DEPARTMENT:

Prepared by: Danielle Yarbrough

Director Danielle Yarbrough

**RESOLUTION TO AMEND
THE ACCG 457(b) DEFERRED COMPENSATION PLAN
FOR DAWSON COUNTY EMPLOYEES**

WHEREAS, the Dawson County Board of Commissions (the “Employer”) maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Dawson County Employees (the “Plan”) for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement which was most recently effective January 1, 2013;

WHEREAS, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

WHEREAS, the Employer desires to amend its Adoption Agreement, effective July 1, 2016, to permit Plan participants to make Roth contributions to the Plan, in accordance with and subject to the applicable terms of the Plan.

NOW THEREFORE, at a meeting held on the _____ day of _____, 2016, the Dawson County Board of Commissioners hereby resolves as follows:

RESOLVED, that the Dawson County Board of Commissioners hereby approves the attached Adoption Agreement Amendment # 1 to the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Dawson County Employees, effective July 1, 2016;

FURTHER RESOLVED, that the Chairman of the Board of Commissioners of Dawson County is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary, including any amendments to the Adoption Agreement, to implement these resolutions.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

This _____ day of _____, 2016.

DAWSON COUNTY, GEORGIA, BOARD OF COMMISSIONERS

By: _____

Date: _____

Attest:

By: _____
County Clerk

**ADOPTION AGREEMENT AMENDMENT # 1 TO
ACCG 457(b) DEFERRED COMPENSATION PLAN FOR DAWSON
COUNTY EMPLOYEES**

This Amendment is made and entered into by the Dawson County Board of Commissioners (“the Employer”).

WHEREAS, the Employer maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Dawson County Employees (the “Plan”) for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement which was most recently effective January 1, 2013;

WHEREAS, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of its Adoption Agreement; and

WHEREAS, the Employer desires to amend its Adoption Agreement, effective July 1, 2016, to permit Plan participants to make Roth contributions to the Plan, in accordance with and subject to the applicable terms of the Plan.

NOW, THEREFORE, the Employer hereby amends the Adoption Agreement as follows:

1. Adoption Agreement Section 3.02, Participant Contributions, is amended in its entirety to read as follows:

Section 3.02 PARTICIPANT CONTRIBUTIONS

Roth Contributions

Permitted

Not Permitted

Amendment Effective Date:

July 1, 2016

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

DAWSON COUNTY, GEORGIA, BOARD OF COMMISSIONERS

By: _____

Title: _____

Date: _____

Frequently Asked Questions

Who Can I Contact if I Have Questions

On your GEBCorp quarterly statement, your local GEBCorp Regional Client Manager is listed with their phone number. If you want to contact the main office in Atlanta with questions other than investment guidance, please call GEBCorp Client Services at 800.736.7166.

What costs or fees am I charged for my account?

Your annual administrative fee amount will be capped once your account balance reaches \$25,000; you will incur no additional administrative fees on an annual basis, regardless of how much your balance grows. You can potentially save on investment fees from your other retirement accounts by rolling over your balances into your GEBCorp 457(b) account. Each participant's plan expenses and fees are unique to them and it is based on the participant's aggregated account balance(s).

What investment options do I have?

GEBCorp has a line up of 19 tax-deferred investments. Your employer may choose to include Target Date, Target Risk, Core Index, and Single Asset Options. The funds are diversified to help you decide what savings method is best for you.

Who selects and tracks the performance of investment options?

As part of the turnkey plan administration solution offered by GEBCorp, the ACCG Defined Contribution Board of Trustees (the "DC Board") assumes the fiduciary responsibility for the fund lineup it recommends to plan sponsors. The DC Board maintains an Investment Policy Statement which details the qualitative and quantitative criteria it uses to monitor and recommend the fund lineup. The DC Board meets quarterly to review the investment lineup and, as needed, adds, removes or replaces available investment options.

How do I access my account?

Account information can be accessed online at gebcorp.com, or you can call the toll free voice response unit (VRU) at 866.482.7101. You will need to use the log in information provided to you once you have enrolled in the plan. Once you have accessed your account online you can:

- view investment performance and balances
- change or realign investment elections and fund balances
- view and download quarterly statements
- change your address and password

How often can I change investment choices, and is there a charge each time I change?

You can change investment choices or realign fund balances as often as you like. GEBCorp will not impose a charge. Some funds, however, may charge a redemption fee, so please review the information provided on-line. GEBCorp would encourage you to establish an asset allocation strategy and maintain it for a period of time.

Will I receive a quarterly benefit statement?

You will receive a comprehensive benefit statement as soon as possible after the close of each quarter. The statement shows your account balance, any contributions and earnings or losses credited to your account during the reporting period, and recent performance of each of the plan's investment options. A more detailed statement is available online. Notify GEBCorp when you change your address so you are sure to receive your statement.

GEBCorp is the retirement services division of ACCG, Georgia's county association. More than 150 jurisdictions and local government employees in Georgia trust their retirement services to GEBCorp.



gebcorp.com
(770) 952-5225
(800) 736-7166



What would you most like to do when you retire?

Roth 457 Deferred Compensation

Summary of Plan Provisions

What is a Roth Contribution Account under a 457 Deferred Compensation Plan?

A Roth Contribution Account under a 457 Deferred Compensation Plan holds after-tax contribution plus earnings in an account for you under the Plan. It allows you to make after-tax contributions to the 457 Plan and under certain circumstances, to receive the accumulated earnings tax-free.

Deciding if you should designate any of your 457 Plan contributions as Roth 457 contributions can be complicated since many factors are involved. One of the primary factors in making this decision may be the difference in your income tax rate today versus what will apply at your retirement. In most cases, your tax bracket is lower when retired than when you are working. If your tax rate will be lower at retirement, pre-tax deferrals may be advantageous because you would be saving taxes at a high rate and paying them back at a low rate. However, tax rates can and do change. Your personal financial situation may also change, resulting in higher income and tax rates at retirement.

Other important factors to consider are the anticipated rates of return for your accounts and the expected number of years of compounding until you will begin receiving distributions. The higher the rate of return and the longer you have until retirement, the more attractive a Roth 457 contribution could be. You could be paying a relatively small tax cost today to forgo paying taxes on a larger balance in the future. Conversely, if you are close to retirement, assuming low rates of return, in a high tax bracket and expect to be in a lower tax bracket at retirement, Roth 457 contributions may be less attractive. It is important that you consult with your tax advisor to determine the effect making Roth 457 contributions would have on your tax situation.





Roth 457 Plan Provisions

Frequently Asked Questions

How much can I contribute to my Roth 457 account?

Roth 457 contributions, combined with pre-tax 457 contributions, can be made up to 457 IRS Plan limits. Participants choose how to allocate their contributions in whole percentages between pre-tax 457 and Roth 457 contributions. For example, a participant could split a 15% total 457 contribution by putting 9% in pre-tax and designating 6% as Roth. Participants may change how they split their 457 contributions at any time, but once a 457 contribution is made, it cannot be re-classified.

2015 457(b) Plan Contribution Limits	
Regular Deferrals	\$18,000
Age 50 And Over	\$24,000
Retirement Catch-Up	Up to

Are Roth 457 contributions eligible for my 401(a) plan match?

Yes, Roth 457 contributions are eligible for determining the amount of the matching 401(a) Plan contributions based on the decision made by your employer.

How are Roth 457 contributions shown in my account?

Roth contributions are held in a separate subaccount within your GEBCorp retirement account, as required by law. Although separately recorded, they will be included in your Quarterly statements and in all the summaries and totals. There are no additional Plan fees related to the creation of the Roth subaccount. At this time, transfers from a Roth account to the Self Directed Investment Brokerage Account are not allowed.

How are my Roth 457 contributions invested?

You will have the ability to elect investments and realign balances for your Roth 457 subaccount that can be different than your pre-tax 457 subaccount. If, however, you do not make different investment elections for your Roth 457 subaccount, your investment elections currently being used for your pre-tax 457 contributions and balances will also apply to your Roth 457 contributions and balances.

Comparison of Roth contributions vs pre-tax contributions

Roth 457 contributions are deducted from your pay on an after-tax basis while regular pre-tax 457 contributions are deducted from your pay on a pre-tax basis. That is, your pre-tax 457 contributions are not considered taxable income for the purposes of federal and Georgia State income taxes for the year the contributions are made while Roth 457 contributions are subject to federal and Georgia State income taxes for the year the contributions were made.

Earnings from both the Roth 457 subaccount and the pre-tax 457 subaccount accumulate tax deferred, but when a Roth 457 distribution is **qualified**, it is not subject to federal or Georgia State income taxes while all pre-tax 457 distributions are subject to federal and Georgia State income taxes for the year in which the distribution is made. The availability of income tax-free distributions is what makes the Roth 457 feature attractive. The primary disadvantage of Roth 457 contributions is that they do not reduce current income taxes.

What is a *Qualified* distribution?

When a Roth 457 distribution is available, it must meet two requirements to be considered **qualified**. The first is that the distribution must be made after attainment of age 59½, death or disability. The second is that your first Roth 457 contribution must have been made to the Plan at least five years before the distribution. The qualifying period starts at the beginning of the year the first Roth 457 contribution is made and is met on the fifth anniversary of that date. For example, a participant made his or her first Roth 457 contribution on September 15, 2015. The first tax year would start on January 1, 2015. The five-year requirement would be met on January 1, 2020.

If the distribution is **not qualified**, the portion attributed to the **Roth 457 contributions** is not subject to applicable income taxes since it was already taxed when it was made. The **earnings** portion of the distribution would be taxable on a pro-rata basis. For example, if 25% of the Roth account value was due to **earnings**, 25% of any distribution would be considered taxable.

Rules regarding distributions

Roth 457 contributions and pre-tax 457 contributions are subject to the same Plan distribution rules requiring termination of employment. Required Minimum Distributions (RMDs) apply to both pre-tax and Roth subaccounts but the participant may choose to take the distributions from either or both sources. **Unforeseen Emergency withdrawals, however, are not allowed to be withdrawn from your Roth 457 subaccount.**

Comparison of Roth 457 contributions vs Roth IRA's

Advantages of Roth 457 Contributions

You can contribute much more to the 457 Plan than to a Roth IRA and your eligibility to contribute to your Roth 457 account is not limited by your income or your tax-filing status, as it may be with a Roth IRA. Roth distributions from the 457 Plan are not subject to the 10% early distribution penalty tax whereas distributions from Roth IRAs may be subject to the penalty tax. The 457 Plan also provides low-cost investment options and low administrative fees compared to many IRA products. Finally, contributing to the 457 Plan is convenient and easy through payroll deduction.

Disadvantages of Roth 457 Contributions

Roth IRAs do not restrict when you can take distributions whereas Roth balances in the 457 Plan are subject to the Plan's distribution rules. Nonqualified distributions from Roth IRAs are received from tax-free basis first. Nonqualified distributions from the 457 Plan are taxed on a less favorable pro-rata (or proportional) basis. Roth 457 balances are subject to lifetime RMD rules whereas Roth IRA balances are not. Roth IRA investment options can be very broad and are not limited to the Plan's investment options, but are usually available only through retail pricing.

Who is the beneficiary of my Roth account?

The beneficiary designation on file with GEBCorp or your employer also applies to the Roth 457 subaccount. Separate designations for the Roth 457 subaccount and the pre-tax subaccount are not allowed under the Plan. Distributions to beneficiaries retain the same income tax treatment as if the participant had received the distribution. The five-year holding requirement applies for a Roth 457 distribution to be considered qualified even in the case of death.

ACCG nor its GEBCorp representatives may offer tax or legal advice. You may want to consult with your own counsel before making any decisions about contributing to the new Roth 457 option.

Information provided by ACCG is for educational purposes only and is not intended as investment advice.

Backup material for agenda item:

2. Consideration of 2016/2017 Health Insurance Renewal



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 05/12/2016

Prepared By: Ginny Tarver

Voting Session: 05/19/2016

Presenter: Jennifer Pilgrim, Northwestern Benefit Corp.

Public Hearing: Yes _____ No X

Agenda Item Title: 2016-2017 Employee Health Insurance Renewal

Background Information:

The employee health insurance plan year is July 1 to June 30. Staff has been working with Northwestern Benefit Corp. on the annual renewal.

Current Information:

Northwestern Benefit Corp. has come up with 3 options for the Board's consideration. Option #1 is no plan changes. Option #2 is minor drug co-pay changes. Option #3 is minor drug co-pay changes and out-of-pocket maximum changes. Jennifer Pilgrim, Benefits Consultant from Northwestern Benefit Corp., will attend the May 12, 2016 work session to conduct a presentation and answer any questions.

Budget Information: Applicable: X Not Applicable: _____ Budgeted: Yes X No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
All	All	512100	\$2,445,556	\$1,710,325 as of April 30. 30.0% used at 33.3% of the year.		

Recommendation/Motion: Staff recommends option #2 with only minor drug co-pay changes at total annual maximum costs and keeping employee costs the same as the current year.

Department Head Authorization: Danielle Yarbrough

Date: 05/06/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 05/06/2016

County Manager Authorization: Randall Dowling

Date: 05/06/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Attached is a power-point presentation that will be given by Jennifer Pilgrim, Benefits Consultant with Northwestern Benefit Corp.

2016-2017 Employee Health Insurance Renewal



JASON BRADY, PARTNER, NORTHWESTERN BENEFIT
JENNIFER PILGRIM, BENEFITS CONSULTANT

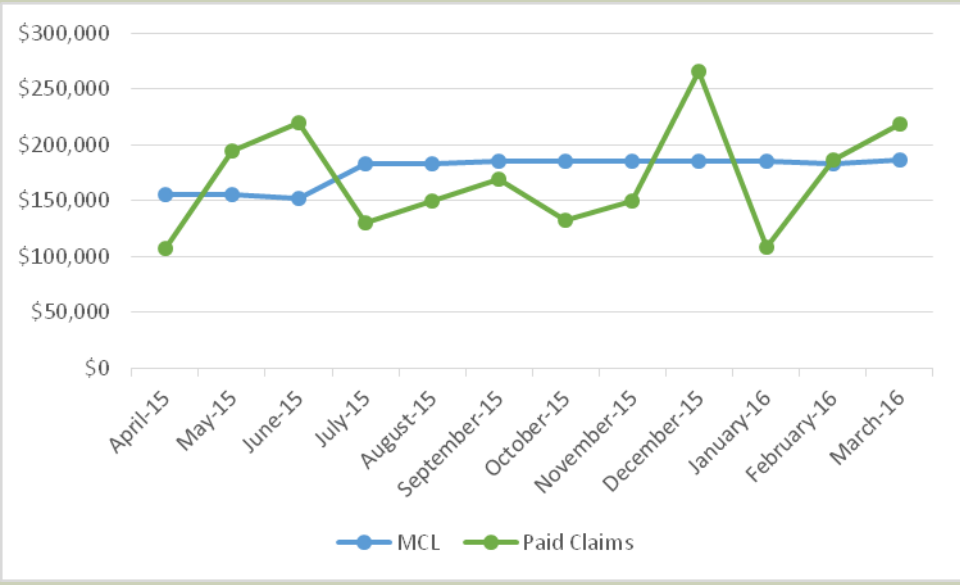


**Northwestern
Benefit** CORPORATION
OF GEORGIA

Summary



Dawson County is in their second year self funded with Blue Cross Blue Shield of Georgia (BCBS). Dawson County's loss ratio (claims vs maximum claim liability) for the latest 12 months is 95.6%. Claims vs MCL for April 2015 through March 2016:



There are were four large claimants (in excess of \$25,000) for the current contract period (July 2015 – March 2016):

- Lung Cancer (termed) \$107,575
- Cystic Fibrosis (active) \$103,845 – expected claims \$150,000
- Bladder Cancer (active) \$37,364 – expected claims \$40,000
- Crohn's Disease (active) \$35,000 – expected \$85,000

Summary



- Annual medical trend: 11.3%
- Credibility factors: 75% current year experience; 12.5% prior year experience; 12.5% manual
- **Initial renewal: +8.5% admin fees/agg stop loss; +19% specific stop loss; +19.9% MCL**
- **Revised renewal: +8.5% admin fees/agg stop loss; +19% specific stop loss; +13.7% MCL**

A portion of the renewal increase is due to the fact that the contract basis will change from a 12/15 contract to a 12/24 – this is occurring on all Minimum Premium contracts with BCBS. The admin fee is increasing due to the aggregate risk charge increasing 5%.

The 2015-2016 annual medical premium budget was \$2,445,556.

We requested ancillary proposals from the market as Dawson County is currently unhappy with their relationship with Aetna.

BCBS has provided a dental proposal with a two year rate guarantee that is lower than the Aetna renewal.

Mutual of Omaha is able to match all life and disability rates and is willing to offer an annual open enrollment each year on the voluntary Short Term Disability plan.

July 1, 2016 Renewal – Option 1: No Plan Changes

Maximum



Benefits	Proposed Plan Designs - BC/BS of GA				
	HMO - 206 covered employees		POS - 13 covered employees		HDHP POS - 1 covered employee
	In-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible					
Individual	\$1,000	\$1,500	\$3,000	\$2,600	\$5,200
Family	\$3,000	\$4,500	\$9,000	\$5,200	\$10,400
Coinsurance	80%	80%	60%	100%	70%
Out-of-Pocket Maximum					
Individual	\$2,000	\$3,000	\$6,000	\$3,600	\$7,200
Family	\$6,000	\$9,000	\$18,000	\$7,200	\$14,400
Office Visit					
Physician Copay	\$30	\$35	40% After Deductible	Deductible	30% After Deductible
Specialist Copay	\$40	\$45	40% After Deductible	Deductible	30% After Deductible
Referral for Specialist Required	No	No	No	No	No
Urgent Care	\$75 Copay	\$75 Copay	40% After Deductible	Deductible	30% After Deductible
Emergency Room (Copay Waived if Admitted)	\$200 Copay	\$200 Copay	\$200 Copay	Deductible	Deductible
Inpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Outpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Prescription Drugs	In-Network Rx	In-Network & Out-of-Network Rx		In-Network & Out-of-Network Rx	
Tier 1	\$10 Copay	\$10 Copay		\$10 Copay After Deductible	
Tier 2	\$30 Copay	\$30 Copay		\$30 Copay After Deductible	
Tier 3	\$50 Copay	\$50 Copay		\$50 Copay After Deductible	
Total Annual Maximum Costs (Fixed + Claims)	Current \$2,738,645		Renewal \$3,112,613		
% Change			13.7%		
\$ Change			\$373,968		
Total Annual Employer Contributions	ER \$	Current \$2,291,131	Renewal - Maintain ER/EE % \$2,599,205	Renewal - Keep EE costs same \$2,660,057	
	ER%	83.5%	83.5%	85.5%	
Total Annual Employee Contributions	EE \$	\$452,556	\$513,408	\$452,556	
	EE%	16.5%	16.5%	14.5%	

Total annual costs and contributions include telemedicine costs

July 1, 2016 Renewal – Option 1: Employee vs Employer Costs *Maximum*



	Lives					<i>Maintain EE/ER %</i>				<i>Keep EE Costs Same</i>			
		2015 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%
Medical HMO													
Employee Only	72	\$98.28	16%	\$515.98	84%	\$111.50	16%	\$585.36	84%	\$98.28	14%	\$598.57	86%
Employee + 1	60	\$164.87	16%	\$865.56	84%	\$187.04	16%	\$981.95	84%	\$164.87	14%	\$1,004.12	86%
Family	74	\$236.12	16%	\$1,239.62	84%	\$267.87	16%	\$1,406.31	84%	\$236.12	14%	\$1,438.05	86%
Total Monthly	206	\$34,441	16%	\$180,816	84%	\$39,072	16%	\$205,129	84%	\$34,441	14%	\$209,760	86%
Medical POS													
Employee Only	7	\$130.66	21%	\$487.82	79%	\$148.23	21%	\$553.41	79%	\$130.66	25%	\$570.98	81%
Employee + 1	1	\$261.34	25%	\$777.52	75%	\$296.48	25%	\$882.07	75%	\$261.34	25%	\$917.21	78%
Family	5	\$400.88	27%	\$1,087.79	73%	\$454.78	27%	\$1,234.06	73%	\$400.88	25%	\$1,287.96	76%
Total Monthly	13	\$3,180	25%	\$9,631	75%	\$3,608	25%	\$10,926	75%	\$3,180	22%	\$11,354	78%
Medical HDHP													
Employee Only	1	\$91.48	16%	\$480.25	84%	\$103.78	16%	\$544.83	84%	\$91.48	14%	\$557.13	86%
Employee + 1	0	\$133.74	14%	\$806.68	86%	\$170.70	14%	\$896.17	84%	\$133.74	13%	\$933.13	87%
Family	0	\$203.38	15%	\$1,132.60	85%	\$242.50	15%	\$1,273.12	84%	\$203.38	13%	\$1,312.24	87%
Total Monthly	1	\$91	16%	\$480	84%	\$104	16%	\$545	84%	\$91	14%	\$557	86%
Total Monthly		\$37,713		\$190,928		\$42,784		\$216,600		\$37,713		\$221,671	
Total Annual		\$452,556		\$2,291,131		\$513,408		\$2,599,205		\$452,556		\$2,660,057	
Variance						\$60,852		\$308,074		\$0		\$368,926	
% of Total Cost		16.5%		83.5%		16.5%		83.5%		14.5%		85.5%	

July 1, 2016 Renewal – Option 1: No Plan Changes Expected



Benefits	Proposed Plan Designs - BC/BS of GA				
	HMO - 206 covered employees		POS - 13 covered employees		HDHP POS - 1 covered employee
	In-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible					
Individual	\$1,000	\$1,500	\$3,000	\$2,600	\$5,200
Family	\$3,000	\$4,500	\$9,000	\$5,200	\$10,400
Coinsurance	80%	80%	60%	100%	70%
Out-of-Pocket Maximum					
Individual	\$2,000	\$3,000	\$6,000	\$3,600	\$7,200
Family	\$6,000	\$9,000	\$18,000	\$7,200	\$14,400
Office Visit					
Physician Copay	\$30	\$35	40% After Deductible	Deductible	30% After Deductible
Specialist Copay	\$40	\$45	40% After Deductible	Deductible	30% After Deductible
Referral for Specialist Required	No	No	No	No	No
Urgent Care	\$75 Copay	\$75 Copay	40% After Deductible	Deductible	30% After Deductible
Emergency Room (Copay Waived if Admitted)	\$200 Copay	\$200 Copay	\$200 Copay	Deductible	Deductible
Inpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Outpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Prescription Drugs	In-Network Rx	In-Network & Out-of-Network Rx		In-Network & Out-of-Network Rx	
Tier 1	\$10 Copay	\$10 Copay		\$10 Copay After Deductible	
Tier 2	\$30 Copay	\$30 Copay		\$30 Copay After Deductible	
Tier 3	\$50 Copay	\$50 Copay		\$50 Copay After Deductible	
Total Annual Expected Costs (Fixed + Claims)	Current		Renewal		
	\$2,633,137		\$2,992,650		
	% Change		13.7%		
	\$ Change		\$359,513		
Total Annual Employer Contributions	ER \$	Current	Renewal - Maintain ER/EE %	Renewal - Keep EE costs same	
		\$2,291,131	\$2,499,029	\$2,540,094	
	ER%	83.5%	83.5%	84.9%	
Total Annual Employee Contributions	EE \$	Current	Renewal - Maintain ER/EE %	Renewal - Keep EE costs same	
		\$452,556	\$493,621	\$452,556	
	EE%	16.5%	16.5%	15.1%	

Total annual costs and contributions include telemedicine costs

July 1, 2016 Renewal – Option 1: Employee vs Employer Costs Expected

	Lives					Maintain EE/ER %				Keep EE Costs Same			
		2015 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%
Medical HMO													
Employee Only	72	\$98.28	16%	\$515.98	84%	\$107.20	16%	\$562.80	84%	\$98.28	15%	\$571.72	85%
Employee + 1	60	\$164.87	16%	\$865.56	84%	\$179.83	16%	\$944.10	84%	\$164.87	15%	\$959.06	85%
Family	74	\$236.12	16%	\$1,239.62	84%	\$257.54	16%	\$1,352.11	84%	\$236.12	15%	\$1,373.53	85%
Total Monthly	206	\$34,441	16%	\$180,816	84%	\$37,566	16%	\$197,223	84%	\$34,441	15%	\$200,349	85%
Medical POS													
Employee Only	7	\$130.66	21%	\$487.82	79%	\$142.52	21%	\$532.08	79%	\$130.66	25%	\$543.94	81%
Employee + 1	1	\$261.34	25%	\$777.52	75%	\$285.05	25%	\$848.07	75%	\$261.34	25%	\$871.79	77%
Family	5	\$400.88	27%	\$1,087.79	73%	\$437.26	27%	\$1,186.50	73%	\$400.88	25%	\$1,222.87	75%
Total Monthly	13	\$3,180	25%	\$9,631	75%	\$3,469	25%	\$10,505	75%	\$3,180	23%	\$10,794	77%
Medical HDHP													
Employee Only	1	\$91.48	16%	\$480.25	84%	\$99.78	16%	\$523.83	84%	\$91.48	15%	\$532.13	85%
Employee + 1	0	\$133.74	14%	\$806.68	86%	\$164.12	14%	\$861.63	84%	\$133.74	13%	\$892.01	87%
Family	0	\$203.38	15%	\$1,132.60	85%	\$233.15	15%	\$1,224.05	84%	\$203.38	14%	\$1,253.82	86%
Total Monthly	1	\$91	16%	\$480	84%	\$100	16%	\$524	84%	\$91	15%	\$532	85%
Total Monthly		\$37,713		\$190,928		\$41,135		\$208,252		\$37,713		\$211,674	
Total Annual		\$452,556		\$2,291,131		\$493,621		\$2,499,029		\$452,556		\$2,540,094	
Variance						\$41,065		\$207,898		\$0		\$248,963	
% of Total Cost		16.5%		83.5%		16.5%		83.5%		15.1%		84.9%	

July 1, 2016 Renewal – Option 2: Rx Plan Changes

Maximum



Benefits	Proposed Plan Designs - BC/BS of GA				
	HMO - 206 covered employees	POS - 13 covered employees		HDHP POS - 1 covered employee	
	In-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible					
Individual	\$1,000	\$1,500	\$3,000	\$2,600	\$5,200
Family	\$3,000	\$4,500	\$9,000	\$5,200	\$10,400
Coinsurance	80%	80%	60%	100%	70%
Out-of-Pocket Maximum					
Individual	\$2,000	\$3,000	\$6,000	\$3,600	\$7,200
Family	\$6,000	\$9,000	\$18,000	\$7,200	\$14,400
Office Visit					
Physician Copay	\$30	\$35	40% After Deductible	Deductible	30% After Deductible
Specialist Copay	\$40	\$45	40% After Deductible	Deductible	30% After Deductible
Referral for Specialist Required	No	No	No	No	No
Urgent Care	\$75 Copay	\$75 Copay	40% After Deductible	Deductible	30% After Deductible
Emergency Room (Copay Waived if Admitted)	\$200 Copay	\$200 Copay	\$200 Copay	Deductible	Deductible
Inpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Outpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Prescription Drugs	In-Network Rx	In-Network & Out-of-Network Rx		In-Network & Out-of-Network Rx	
Tier 1	\$10 Copay	\$10 Copay		\$10 Copay After Deductible	
Tier 2	\$35 Copay	\$35 Copay		\$35 Copay After Deductible	
Tier 3	\$60 Copay	\$60 Copay		\$60 Copay After Deductible	
Total Annual Maximum Costs (Fixed + Claims)	Current \$2,738,645		Renewal \$2,976,827		
% Change			8.7%		
\$ Change			\$238,182		
Total Annual Employer Contributions	ER \$	Current \$2,291,131	Renewal - Maintain ER/EE % \$2,485,816	Renewal - Keep EE costs same \$2,524,271	
	ER%	83.5%	83.5%	84.8%	
Total Annual Employee Contributions	EE \$	\$452,556	\$491,011	\$452,556	
	EE%	16.5%	16.5%	15.2%	

Total annual costs and contributions include telemedicine costs

July 1, 2016 Renewal – Option 2: Employee vs Employer Costs *Maximum*



	Lives					Maintain EE/ER %				Keep EE Costs Same			
		2015 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%
Medical HMO													
Employee Only	72	\$98.28	16%	\$515.98	84%	\$106.63	16%	\$559.82	84%	\$98.28	15%	\$568.17	85%
Employee + 1	60	\$164.87	16%	\$865.56	84%	\$178.88	16%	\$939.11	84%	\$164.87	15%	\$953.12	85%
Family	74	\$236.12	16%	\$1,239.62	84%	\$256.18	16%	\$1,344.96	84%	\$236.12	15%	\$1,365.02	85%
Total Monthly	206	\$34,441	16%	\$180,816	84%	\$37,368	16%	\$196,181	84%	\$34,441	15%	\$199,107	85%
Medical POS													
Employee Only	7	\$130.66	21%	\$487.82	79%	\$141.76	21%	\$529.27	79%	\$130.66	25%	\$540.37	81%
Employee + 1	1	\$261.34	25%	\$777.52	75%	\$283.55	25%	\$843.59	75%	\$261.34	25%	\$865.80	77%
Family	5	\$400.88	27%	\$1,087.79	73%	\$434.94	27%	\$1,180.22	73%	\$400.88	25%	\$1,214.29	75%
Total Monthly	13	\$3,180	25%	\$9,631	75%	\$3,451	25%	\$10,450	75%	\$3,180	23%	\$10,720	77%
Medical HDHP													
Employee Only	1	\$91.48	16%	\$480.25	84%	\$99.25	16%	\$521.06	84%	\$91.48	15%	\$528.83	85%
Employee + 1	0	\$133.74	14%	\$806.68	86%	\$163.25	14%	\$857.08	84%	\$133.74	13%	\$886.59	87%
Family	0	\$203.38	15%	\$1,132.60	85%	\$231.92	15%	\$1,217.58	84%	\$203.38	14%	\$1,246.12	86%
Total Monthly	1	\$91	16%	\$480	84%	\$99	16%	\$521	84%	\$91	15%	\$529	85%
Total Monthly		\$37,713		\$190,928		\$40,918		\$207,151		\$37,713		\$210,356	
Total Annual		\$452,556		\$2,291,131		\$491,011		\$2,485,816		\$452,556		\$2,524,271	
Variance						\$38,455		\$194,685		\$0		\$233,140	
% of Total Cost		16.5%		83.5%		16.5%		83.5%		15.2%		84.8%	

July 1, 2016 Renewal – Option 2: Rx Plan Changes Expected



Benefits	Proposed Plan Designs - BC/BS of GA				
	HMO - 206 covered employees		POS - 13 covered employees		HDHP POS - 1 covered employee
	In-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible					
Individual	\$1,000	\$1,500	\$3,000	\$2,600	\$5,200
Family	\$3,000	\$4,500	\$9,000	\$5,200	\$10,400
Coinsurance	80%	80%	60%	100%	70%
Out-of-Pocket Maximum					
Individual	\$2,000	\$3,000	\$6,000	\$3,600	\$7,200
Family	\$6,000	\$9,000	\$18,000	\$7,200	\$14,400
Office Visit					
Physician Copay	\$30	\$35	40% After Deductible	Deductible	30% After Deductible
Specialist Copay	\$40	\$45	40% After Deductible	Deductible	30% After Deductible
Referral for Specialist Required	No	No	No	No	No
Urgent Care	\$75 Copay	\$75 Copay	40% After Deductible	Deductible	30% After Deductible
Emergency Room (Copay Waived if Admitted)	\$200 Copay	\$200 Copay	\$200 Copay	Deductible	Deductible
Inpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Outpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Prescription Drugs	In-Network Rx	In-Network & Out-of-Network Rx		In-Network & Out-of-Network Rx	
Tier 1	\$10 Copay	\$10 Copay		\$10 Copay After Deductible	
Tier 2	\$35 Copay	\$35 Copay		\$35 Copay After Deductible	
Tier 3	\$60 Copay	\$60 Copay		\$60 Copay After Deductible	
Total Annual Expected Costs (Fixed + Claims)	Current		Renewal		
	\$2,633,137		\$2,856,864		
	% Change		8.5%		
	\$ Change		\$223,727		
Total Annual Employer Contributions	ER \$	Current	Renewal - Maintain ER/EE %		Renewal - Keep EE costs same
		\$2,291,131	\$2,385,640		\$2,404,308
	ER%	83.5%	83.5%		84.2%
Total Annual Employee Contributions	EE \$	Current	Renewal - Maintain ER/EE %		Renewal - Keep EE costs same
		\$452,556	\$471,224		\$452,556
	EE%	16.5%	16.5%		15.8%

Total annual costs and contributions include telemedicine costs

July 1, 2016 Renewal – Option 2: Employee vs Employer Costs Expected

	Lives					Maintain EE/ER %				Keep EE Costs Same			
		2015 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%
Medical HMO													
Employee Only	72	\$98.28	16%	\$515.98	84%	\$102.34	16%	\$537.26	84%	\$98.28	15%	\$541.32	85%
Employee + 1	60	\$164.87	16%	\$865.56	84%	\$171.67	16%	\$901.27	84%	\$164.87	15%	\$908.07	85%
Family	74	\$236.12	16%	\$1,239.62	84%	\$245.86	16%	\$1,290.76	84%	\$236.12	15%	\$1,300.50	85%
Total Monthly	206	\$34,441	16%	\$180,816	84%	\$35,862	16%	\$188,275	84%	\$34,441	15%	\$189,695	85%
Medical POS													
Employee Only	7	\$130.66	21%	\$487.82	79%	\$136.05	21%	\$507.94	79%	\$130.66	25%	\$513.33	80%
Employee + 1	1	\$261.34	25%	\$777.52	75%	\$272.12	25%	\$809.59	75%	\$261.34	25%	\$820.37	76%
Family	5	\$400.88	27%	\$1,087.79	73%	\$417.42	27%	\$1,132.66	73%	\$400.88	25%	\$1,149.20	74%
Total Monthly	13	\$3,180	25%	\$9,631	75%	\$3,312	25%	\$10,028	75%	\$3,180	24%	\$10,160	76%
Medical HDHP													
Employee Only	1	\$91.48	16%	\$480.25	84%	\$95.25	16%	\$500.06	84%	\$91.48	15%	\$503.84	85%
Employee + 1	0	\$133.74	14%	\$806.68	86%	\$156.67	14%	\$822.54	84%	\$133.74	14%	\$845.47	86%
Family	0	\$203.38	15%	\$1,132.60	85%	\$222.57	15%	\$1,168.51	84%	\$203.38	15%	\$1,187.71	85%
Total Monthly	1	\$91	16%	\$480	84%	\$95	16%	\$500	84%	\$91	15%	\$504	85%
Total Monthly		\$37,713		\$190,928		\$39,269		\$198,803		\$37,713		\$200,359	
Total Annual		\$452,556		\$2,291,131		\$471,224		\$2,385,640		\$452,556		\$2,404,308	
Variance						\$18,668		\$94,509		\$0		\$113,177	
% of Total Cost		16.5%		83.5%		16.5%		83.5%		15.8%		84.2%	

July 1, 2016 Renewal – Option 3: OOP & Rx Plan Changes

Maximum



Benefits	Proposed Plan Designs - BC/BS of GA				
	HMO - 206 covered employees		POS - 13 covered employees		HDHP POS - 1 covered employee
	In-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible					
Individual	\$1,000	\$1,500	\$3,000	\$2,600	\$5,200
Family	\$3,000	\$4,500	\$9,000	\$5,200	\$10,400
Coinsurance	80%	80%	60%	100%	70%
Out-of-Pocket Maximum					
Individual	\$3,500	\$4,500	\$9,000	\$3,600	\$7,200
Family	\$10,500	\$13,500	\$27,000	\$7,200	\$14,400
Office Visit					
Physician Copay	\$30	\$35	40% After Deductible	Deductible	30% After Deductible
Specialist Copay	\$40	\$45	40% After Deductible	Deductible	30% After Deductible
Referral for Specialist Required	No	No	No	No	No
Urgent Care	\$75 Copay	\$75 Copay	40% After Deductible	Deductible	30% After Deductible
Emergency Room (Copay Waived if Admitted)	\$200 Copay	\$200 Copay	\$200 Copay	Deductible	Deductible
Inpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Outpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Prescription Drugs	In-Network Rx	In-Network & Out-of-Network Rx		In-Network & Out-of-Network Rx	
Tier 1	\$10 Copay	\$10 Copay		\$10 Copay After Deductible	
Tier 2	\$35 Copay	\$35 Copay		\$35 Copay After Deductible	
Tier 3	\$60 Copay	\$60 Copay		\$60 Copay After Deductible	
Total Annual Maximum Costs (Fixed + Claims)	Current \$2,738,645		Renewal \$2,869,706		
% Change			4.8%		
\$ Change			\$131,061		
Total Annual Employer Contributions	ER \$	Current \$2,291,131	Renewal - Maintain ER/EE % \$2,396,364	Renewal - Keep EE costs same \$2,417,150	
	ER%	83.5%	83.5%	84.2%	
Total Annual Employee Contributions	EE \$	\$452,556	\$473,342	\$452,556	
	EE%	16.5%	16.5%	15.8%	

Total annual costs and contributions include telemedicine costs

July 1, 2016 Renewal – Option 3: Employee vs Employer Costs *Maximum*



	Lives					<i>Maintain EE/ER %</i>				<i>Keep EE Costs Same</i>			
		2015 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%
Medical HMO													
Employee Only	72	\$98.28	16%	\$515.98	84%	\$102.80	16%	\$539.68	84%	\$98.28	15%	\$544.19	85%
Employee + 1	60	\$164.87	16%	\$865.56	84%	\$172.44	16%	\$905.32	84%	\$164.87	15%	\$912.89	85%
Family	74	\$236.12	16%	\$1,239.62	84%	\$246.96	16%	\$1,296.56	84%	\$236.12	15%	\$1,307.40	85%
Total Monthly	206	\$34,441	16%	\$180,816	84%	\$36,023	16%	\$189,121	84%	\$34,441	15%	\$190,703	85%
Medical POS													
Employee Only	7	\$130.66	21%	\$487.82	79%	\$136.66	21%	\$510.23	79%	\$130.66	25%	\$516.23	80%
Employee + 1	1	\$261.34	25%	\$777.52	75%	\$273.34	25%	\$813.23	75%	\$261.34	25%	\$825.24	76%
Family	5	\$400.88	27%	\$1,087.79	73%	\$419.29	27%	\$1,137.75	73%	\$400.88	25%	\$1,156.17	74%
Total Monthly	13	\$3,180	25%	\$9,631	75%	\$3,326	25%	\$10,074	75%	\$3,180	24%	\$10,220	76%
Medical HDHP													
Employee Only	1	\$91.48	16%	\$480.25	84%	\$95.68	16%	\$502.31	84%	\$91.48	15%	\$506.51	85%
Employee + 1	0	\$133.74	14%	\$806.68	86%	\$157.38	14%	\$826.24	84%	\$133.74	14%	\$849.87	86%
Family	0	\$203.38	15%	\$1,132.60	85%	\$223.57	15%	\$1,173.77	84%	\$203.38	15%	\$1,193.96	85%
Total Monthly	1	\$91	16%	\$480	84%	\$96	16%	\$502	84%	\$91	15%	\$507	85%
Total Monthly		\$37,713		\$190,928		\$39,445		\$199,697		\$37,713		\$201,429	
Total Annual		\$452,556		\$2,291,131		\$473,342		\$2,396,364		\$452,556		\$2,417,150	
Variance						\$20,786		\$105,233		\$0		\$126,019	
% of Total Cost		16.5%		83.5%		16.5%		83.5%		15.8%		84.2%	

July 1, 2016 Renewal – Option 3: OOP & Rx Plan Changes Expected



Benefits	Proposed Plan Designs - BC/BS of GA				
	HMO - 206 covered employees	POS - 13 covered employees		HDHP POS - 1 covered employee	
	In-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible					
Individual	\$1,000	\$1,500	\$3,000	\$2,600	\$5,200
Family	\$3,000	\$4,500	\$9,000	\$5,200	\$10,400
Coinsurance	80%	80%	60%	100%	70%
Out-of-Pocket Maximum					
Individual	\$3,500	\$4,500	\$9,000	\$3,600	\$7,200
Family	\$10,500	\$13,500	\$27,000	\$7,200	\$14,400
Office Visit					
Physician Copay	\$30	\$35	40% After Deductible	Deductible	30% After Deductible
Specialist Copay	\$40	\$45	40% After Deductible	Deductible	30% After Deductible
Referral for Specialist Required	No	No	No	No	No
Urgent Care	\$75 Copay	\$75 Copay	40% After Deductible	Deductible	30% After Deductible
Emergency Room (Copay Waived if Admitted)	\$200 Copay	\$200 Copay	\$200 Copay	Deductible	Deductible
Inpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Outpatient Services	\$100 Copay + 20% After Deductible	20% After Deductible	40% After Deductible	Deductible	30% After Deductible
Prescription Drugs	In-Network Rx	In-Network & Out-of-Network Rx		In-Network & Out-of-Network Rx	
Tier 1	\$10 Copay	\$10 Copay		\$10 Copay After Deductible	
Tier 2	\$35 Copay	\$35 Copay		\$35 Copay After Deductible	
Tier 3	\$60 Copay	\$60 Copay		\$60 Copay After Deductible	
Total Annual Expected Costs (Fixed + Claims)	Current \$2,633,137		Renewal \$2,761,311		
% Change			4.9%		
\$ Change			\$128,174		
Total Annual Employer Contributions	ER \$	Current \$2,291,131	Renewal - Maintain ER/EE % \$2,305,848	Renewal - Keep EE costs same \$2,308,754	
	ER%	83.5%	83.5%	83.6%	
Total Annual Employee Contributions	EE \$	\$452,556	\$455,463	\$452,556	
	EE%	16.5%	16.5%	16.4%	

Total annual costs and contributions include telemedicine costs

July 1, 2016 Renewal – Option 3: Employee vs Employer Costs Expected

	Lives					Maintain EE/ER %				Keep EE Costs Same			
		2015 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%	2016 EE Portion (Monthly)	%	ER Portion (Monthly)	%
Medical HMO													
Employee Only	72	\$98.28	16%	\$515.98	84%	\$98.91	16%	\$519.29	84%	\$98.28	16%	\$519.92	84%
Employee + 1	60	\$164.87	16%	\$865.56	84%	\$165.93	16%	\$871.12	84%	\$164.87	16%	\$872.18	84%
Family	74	\$236.12	16%	\$1,239.62	84%	\$237.64	16%	\$1,247.58	84%	\$236.12	16%	\$1,249.10	84%
Total Monthly	206	\$34,441	16%	\$180,816	84%	\$34,662	16%	\$181,978	84%	\$34,441	16%	\$182,199	84%
Medical POS													
Employee Only	7	\$130.66	21%	\$487.82	79%	\$131.50	21%	\$490.95	79%	\$130.66	25%	\$491.79	79%
Employee + 1	1	\$261.34	25%	\$777.52	75%	\$263.02	25%	\$782.51	75%	\$261.34	25%	\$784.19	75%
Family	5	\$400.88	27%	\$1,087.79	73%	\$403.45	27%	\$1,094.78	73%	\$400.88	25%	\$1,097.35	73%
Total Monthly	13	\$3,180	25%	\$9,631	75%	\$3,201	25%	\$9,693	75%	\$3,180	25%	\$9,714	75%
Medical HDHP													
Employee Only	1	\$91.48	16%	\$480.25	84%	\$92.06	16%	\$483.34	84%	\$91.48	16%	\$483.93	84%
Employee + 1	0	\$133.74	14%	\$806.68	86%	\$151.43	14%	\$795.03	84%	\$133.74	14%	\$812.72	86%
Family	0	\$203.38	15%	\$1,132.60	85%	\$215.13	15%	\$1,129.43	84%	\$203.38	15%	\$1,141.18	85%
Total Monthly	1	\$91	16%	\$480	84%	\$92	16%	\$483	84%	\$91	16%	\$484	84%
Total Monthly		\$37,713		\$190,928		\$37,955		\$192,154		\$37,713		\$192,396	
Total Annual		\$452,556		\$2,291,131		\$455,463		\$2,305,848		\$452,556		\$2,308,754	
Variance						\$2,907		\$14,717		\$0		\$17,624	
% of Total Cost		16.5%		83.5%		16.5%		83.5%		16.4%		83.6%	

Recommendation



Staff recommends OPTION 2 medical plan renewal & ancillary plans below

- 8.7 % medical increase resulting in +\$239,000
 - \$85K specific stop loss
 - 105% aggregate claims corridor
 - Minimal plan changes
 - Adjustment in the RX copays
- Move dental and vision to Blue Cross Blue Shield of Georgia
- Move life and disability coverages to Mutual of Omaha
- Minimal premium cost increase to employees on medical and vision
 - 16% EE and 84%ER medical premium breakdown
- Premium decrease on dental

Backup material for agenda item:

3. Consideration of Dawson County Transit Drug and Alcohol Testing Policy



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Transit

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 4-14-2016

Item of Business/Agenda Title: Dawson County Transit Drug and Alcohol Testing Policy Update

Attach an Executive Summary fully describing all elements of the item of business. (Attached)

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: _____

Purpose of Request: Approve Updated Dawson County Transit Drug and Alcohol Testing Policy

Department Recommendation: Approve updated Dawson County Transit Drug and Alcohol Testing Policy

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information:

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: Dawn Pruett

Date: 4-14-2016

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Randall Dowling _____ Work Session Date: 5-12-16 _____

Comments: _____

Attachments: Policy Attached



**DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Dawson County Transit Drug and Alcohol Testing Policy Update

DATE: April 14, 2016 ()
RECOMMENDATION

BUDGET INFORMATION: () **POLICY DISCUSSION**
() **STATUS REPORT**
ANNUAL- () **OTHER**
CAPITAL-

COMMISSION ACTION REQUESTED ON: May 19, 2016

PURPOSE: Approve Updated Dawson County Transit Drug and Alcohol Policy

HISTORY: Policy has to be updated when changes are made to testing facilities, substance abuse professionals, and other reasons. For this update, the substance abuse professional has changed.

FACTS AND ISSUES: Transit has to have a separate drug and alcohol policy due to GDOT/FTA testing requirements. Transit still follows the Zero Tolerance Policy. Additional drug screenings apply also to those positions listed in the policy. Positions applicable to this policy are the 3 van drivers, 2 back-up van drivers, 1 coordinator, Senior Center Director, and the two employees at Fleet Maintenance.

OPTIONS: Approve Updated Drug and Alcohol Policy
Do Not Approve Updated Drug and Alcohol Policy

RECOMMENDED SAMPLE MOTION: Approve Updated Dawson County Transit Drug and Alcohol Policy as presented.

DEPARTMENT:

Prepared by: Dawn Pruett

Director Dawn Pruett

**ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
DAWSON COUNTY TRANSIT**

Adopted as of **May 19, 2016**

A. PURPOSE

- 1) The Dawson County Transit provides public transit and paratransit services for the residents of Dawson County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Dawson County Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Dawson County Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Dawson County Transit will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. Dawson County Transit employees that do not perform safety-sensitive functions are also

covered under this policy under the sole authority of Dawson County Transit. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Covered Employee Under Company Authority: An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has

appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure

- (6) Fails or declines to take a second test the employer or collector has directed you to take
- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus,

covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Dawson County Transit supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Dawson County Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.

- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol

- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while

having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.

- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Dawson County Transit, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Dawson County Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Dawson County Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function.

Under Dawson County Transit authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Dawson County Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an

opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Dawson County Transit Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM.

- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Dawson County Transit will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however Dawson County Transit will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct Dawson County Transit to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8) Observed collections

- a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Dawson County Transit that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Dawson County Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - v. The temperature on the original specimen was out of range;
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 - vii. All follow-up-tests; or
 - viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed

using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Dawson County Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

- b. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
- c. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- d. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- e. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- f. If a pre-employment test is canceled, Dawson County Transit will require the applicant to take and pass another pre-employment drug test.
- g. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- h. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- i. Applicants are required (even if ultimately not hired) to provide Dawson County Transit with signed written releases requesting

FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Dawson County Transit is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide Dawson County Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Dawson County Transit FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Dawson County Transit's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty. All employees covered under the sole authority of Dawson County Transit will also be subject to non-USDOT reasonable suspicion testing procedures modeled off the provisions in 49 CFR Part 40.

- 2) Dawson County Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on

administrative leave pending disciplinary action as specified in Section Q of this policy.

- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Dawson County Transit.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Dawson County Transit shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Dawson County Transit. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.
- 2) NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident.
 - a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the

accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

- b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that Dawson County Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Dawson County Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method

of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.

- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Dawson County Transit authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under Dawson County Transit's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Dawson County Transit will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the

rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must completed the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.

- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

- 3) Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination and referral to an SAP. A test refusal includes the following circumstances:
 - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
 - b. Fails to remain at the testing site until the testing process is complete
 - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
 - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
 - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
 - f. Fails or declines to take a second test the employer or collector has directed you to take
 - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
 - h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
 - i. If the MRO reports that there is verified adulterated or substituted test result
 - j. Failure or refusal to sign Step 2 of the alcohol testing form
 - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
 - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process

- m. Admit to the collector or MRO that you adulterated or substituted the specimen.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Dawson County Transit employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Dawson County Transit and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
 - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.

- f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Dawson County Transit.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Dawson County Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Dawson County Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Dawson County Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Dawson County Board of Commissioners on **May 19, 2016.**

Dawson County

Attest:

By:

Mike Berg, Chairman
Dawson County Commission

Danielle Yarbrough
Clerk

Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Director	Director of Transit	FTA
Coordinator	Supervision of Drivers	FTA
Driver	Operation of Transit Vehicle	FTA
DAPM	Drug & Alcohol Program Mgr	FTA
Maintenance	Fleet Maintenance	FTA

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Dawson County Transit Drug and Alcohol Program Manager

Name: Danielle Yarbrough

Title: HR Director

Address: 25 Justice Way, Suite 2235, Dawsonville, GA 30534

Telephone Number: 706-344-3500

Medical Review Officer

Name: John S. Tetrick, M.D./ Daniel Drew, M.D.

Title: Medical Review Officers

Address: 7160 Graham Road, Indianapolis, IN 46250

Telephone Number: 317-547-8620

Substance Abuse Professional

Name: W. Myles Hassler P.C.

Title: Substance Abuse Professional

Address: 2801 Buford Hwy NE, Suite 470, Atlanta, GA 30329

Telephone Number: 770- 242-4437

HHS Certified Laboratory Primary Specimen

Name: Northeast Georgia Physicians Group DA

Address: 108 Prominence Court, Suite 200, Dawsonville, GA 30534

Telephone Number: 706-216-3218

HHS Certified Laboratory Split Specimen

Name: Northeast Georgia Physicians Group DA

Address: 108 Prominence Court, Suite 200, Dawsonville, GA 30534

Telephone Number: 706-216-3218

Backup material for agenda item:

4. Consideration of Bid #274-16 RFP Intermediate Jail Demolition

To view the solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Purchasing on behalf of SPLOST

Work Session: May 12, 2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: May 19, 2016

Presenter: David McKee, Public Works Director/SPLOST

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #274-16 RFP Intermediate Jail Demolition

Background Information:

Intermediate Jail needs to be demolished due to extensive mold, asbestos in the roofing tiles, and general disrepair. This was an approved SPLOST V project. Budget was \$120,000. Once structure is demolished, the County will construct a parking lot.

Current Information:

Bid was released March 23, 2016. A mandatory pre-bid meeting was held on April 15, 2016 and 22 vendors attended. Bids were due April 29, 2016 and 8 bids were received. Staff had concerns regarding the low bidder. Therefore, the next lowest bidder and the most responsive, responsible bidder Townley Construction, Inc. is being recommended for a total expenditure of \$72,350 from SPLOST V funds. Contract is a standard construction contract that has been approved by the County Attorney. The only changes are the inclusion of the contractor's information and bid price. Bonds are in effect therefore, BOC must take action before June 28, 2016 (60 day bonds). This demolition is a 30 day project and is scheduled to begin in early June and be completed by early July.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
315	1565	541300-C61	\$120,000	\$118,718.46	\$72,350.00	\$46,368.46

Recommendation/Motion: #274-16 RFP Intermediate Jail Demolition to the most responsive, responsible bidder, Townley Construction, Inc from Dawsonville, GA for demolition services for a total expenditure of \$72,350.00 from SPLOST V funds, approve the contract as submitted, approve the use of the Local Small Business Initiative Ordinance, and allow the contractor to submit applicable documentation.

Department Head Authorization: David McKee, Public Works Director/SPLOST

Date 05/03/2016

Finance Dept. Authorization: Natalie Johnson

Date: 05/04/2016

County Manager Authorization: Randall Dowling

Date: 5-4-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation, Exhibit A is the RFP, Exhibit B is the pricing, contract and presentation.

Intermediate Jail Demolition Bid #274-16 RFP

WORK SESSION MAY 12, 2016



Background

- ▶ Intermediate Jail was built in the 1970's and renovated in 1992
- ▶ The facility was used by the Sheriff's Office until 2007 when the Law Enforcement Center was built, is in disrepair, has been vacant for the last 90 days, and cannot be used for daily operations without major repairs
- ▶ Previous uses were Magistrate Court, Facilities departments and served as off-site storage
- ▶ SPLOST V approved expenditure
- ▶ Anticipated budget \$120,000

Scope of Work

Contractor must provide all equipment, materials and labor to complete the scope of work

- ▶ Building must be demolished and graded in order for County to build a parking lot
- ▶ Asbestos in roof tiles must be abated
- ▶ Mold is extensive
- ▶ Haul off all debris to an approved landfill
- ▶ Utilities to be terminated by contractor
- ▶ Law Enforcement Center & Butler Building to remain

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **Mandatory Pre-Bid Meeting April 15, 2016 – 22 vendors present**
- ▶ **8 bids received**

Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ James Tolbert, Facilities Director
- ▶ Victoria Bosten, Facilities Administrative Assistant
- ▶ Davida Simpson, Purchasing Director (facilitator)

Local Small Business Initiative (LSBI) Ordinance

Dawson County Board of Commissioners adopted the Local Small Business Initiative August 2009

- ▶ Program was designed to return as much taxpayer money to the local economy
- ▶ Business must be located in Dawson County;
- ▶ Banking relationship in Dawson County;
- ▶ Fewer than 25 employees; and
- ▶ Average annual gross receipts of \$5Million or less over the previous three years
- ▶ Local Preference credit of 3% but does not change pricing
- ▶ Not applicable if over \$100,000
- ▶ The (LSBI) ordinance requires the Board of Commissioners to waive the utilization of the LSBI and/or requirement of the affidavit

Pricing

Company	Lump Sum Price	LSBI 3% Credit (DOES NOT CHANGE PRICING)
Greenheart Construction	\$ 40,000.00*	
Wrecking Corp of America	\$ 71,500.00	None
Townley Construction	\$ 72,350.00	\$2,170.50 credit or \$70,179.50
Complete Demolition Services	\$ 82,000.00	
TOA, LLC	\$ 88,000.00	
Dore & Associates	\$ 128,300.00	
YES Grading	\$ 129,949.00	Not eligible – over \$100,000
Ace Construction	\$ 192,659.85	

*Low bidder was not selected due to negative references and other issues

Evaluation

Company	Points Allowed	Greenheart Construction	Wrecking Corp of America	Townley Construction	Complete Demolition Services	TOA, LLC	Dore & Associates	YES Grading	Ace Construction
Company Background, Qualifications of Dedicated Staff and Licensure/Certifications	25	15.3	22.7	23.0	24.0	23.7	22.0	21.0	22.3
Approach to Scope of Work	15	11.0	13.0	13.7	13.3	13.7	12.7	12.7	13.3
Similar Work Experience & References	20	5.3	18.3	18.3	19.3	18.0	17.0	17.0	17.0
Start Date & Schedule	15	14.0	14.0	14.0	13.7	12.7	13.7	12.7	12.0
Price Proposal	25	24.3	23.0	21.7	14.3	14.0	11.0	12.7	9.0
TOTAL POINTS	100	70.0	91.0	90.7	84.7	82.0	76.3	76.0	73.7

Recommendation

Staff respectfully requests the Board to award #274-16 RFP Intermediate Jail Demolition to the most responsive, responsible bidder, Townley Construction, Inc from Dawsonville, GA for demolition services for a total expenditure of \$72,350.00 from SPLOST V funds, approve the contract as submitted, approve the use of the Local Small Business Initiative Ordinance, and allow the contractor to submit applicable documentation.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

BID #274-16 RFP INTERMEDIATE JAIL DEMOLITION

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Townley Construction Co., Inc., (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #274-16 RFP Intermediate Jail Demolition** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the Request for Proposal Bid **#274-16 RFP Intermediate Jail Demolition** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #274-16 RFP **Intermediate Jail Demolition**.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described as follows:

Contractor shall provide all required labor, materials, tools, and equipment, supervision, insurance, bonds, etc. to perform the scope of work listed in the RFP and any addenda issued for the intermediate jail demolition. The purpose of this project is to replace all existing fenestrations that meet or exceed the International Building Code.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall complete the work within a 30 calendar day period after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of one hundred dollars (\$100.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$ 72,350.00 for furnishing materials, labor, and equipment necessary for the completion of Project #274-16. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Payment Procedure

5.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

5.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

5.1.3 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner

becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.

5.1.4 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

5.2 Withheld Payment

5.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- a) Defective work not remedied by the Contractor;
- b) Claims of third parties against the Owner;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for substantial or final completion;
- f) Persistent failure to carry out the work in accordance with the Contract; or
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

5.3 Completion and Final Payment

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor,

pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

5.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

ARTICLE VI

THE OWNER

6.1 Information, Services and Things Required From Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

6.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

6.3 Owner's Right to Perform Work

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor shall perform the work strictly in accordance with this Contract.

7.2 The Contractor shall supervise and direct the work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the work on behalf of the Contractor.

7.3 Warranty

7.3.1 The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

7.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

7.5 Supervision

7.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

7.6 Cleaning the Site and the Project

7.6.1 The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

7.7 Access to Work

7.7.1 The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.8 Indemnity

7.8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7.8.2.1 In claims against any person or entity indemnified under this Paragraph 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Administration

8.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager.

8.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all site work.

8.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

8.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

8.1.5 The Owner's Representative will review the Contractor's Applications for Payment and will certify those amounts then due the Contractor as provided in this Contract.

8.1.6 The Owner's Representative, shall, upon request from the Contractor, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.2.3 ***Claims for Concealed and Unknown Condition*** - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 *Claims for Additional Costs*

8.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

8.2.5 *Claims for Additional Time*

8.2.5.1 If the Contractor is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project.

8.2.6 *Claims for Weather Delays*

8.2.6.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

ARTICLE IX

CHANGES IN THE WORK

9.1 *Changes Permitted*

9.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization.

9.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

9.2 Change Order Defined

9.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

9.3 Changes in the Contract Price

9.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

9.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

9.4 Notice to Surety; Consent

9.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE X

CONTRACT TERMINATION

10.1 Termination by the Contractor

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice

to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

10.2 Termination by the Owner

10.2.1 For Convenience

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

10.2.1.4

- (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:
 - i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

10.2.2 For Cause

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

10.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

ARTICLE XI

INSURANCE

11.1 Contractor's Insurance Requirements

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Comprehensive General Liability Insurance required by Paragraph 11.1.1.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

12.2 Successors and Assigns

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

12.3 Surety Bonds

12.3.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

**OWNER:
DAWSON COUNTY, GEORGIA**

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____



**BID #274-16 #274-16 RFP INTERMEDIATE JAIL DEMOLITION
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: Townley Construction Co Inc

Vendor to provide all materials, labor and equipment needed to complete the Scope of Work.

	Price
Demolition Cost	\$64,850 ⁰⁰
Asbestos Abatement	\$7,500 ⁰⁰
Lump Sum Cost	\$72,350 ⁰⁰
Start Date	June 20 th 2016
Days to Complete Project	30 days
Warranty	None

- Vendors must attached applicable licenses and certifications

Jackie Townley
Authorized Signature
Jackie Townley
Print Name

President
Title
4/28/16
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



Dawson County Board of Commissioners

Local Small Business Initiative

Purpose & Scope:

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

Local Small Business Initiative (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The **LSBI** program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

Definition of Local Small Business:

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.
- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars (\$5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;
- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;
- Purchases made or contracts let under emergency or non-competitive situations or for legal services;
- Projects over \$100,000.00.

Affidavit:

The County will accept an affidavit that a business meets the County's standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

How Incentive Works:

Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation or bid.

For any solicitation that is under \$100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a responsive, responsible price, a local preference credit of 3%.

Waiver:

The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.



**DAWSON COUNTY BOARD OF COMMISSIONERS
LOCAL SMALL BUSINESS
AFFIDAVIT OF ELIGIBILITY**

Complete form and submit with your bid. Incomplete forms may be rejected.

1. Legal Name of Firm _____
2. Mailing Address: _____ Physical Address (if different) _____

3. Year business was established in Dawson County: _____
4. Business License Number issued by Dawson County: _____
5. Number of Employees: _____
6. Average annual gross receipts for past three years: _____
7. Business Type: (corporation, partnership, sole proprietorship) _____
8. Does your business have more than one location in Dawson County? Yes No
 If yes, specify the location(s) _____
9. Is your businesses' principal base of operations in Dawson County? Yes No
10. Does your business have any locations outside Dawson County? Yes No
11. If yes, please specify the location(s): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information on this form.

Attest: _____
Sworn to and subscribed before me this _____ Authorized Signature

_____ day of _____, 20_ _____
Print Name

Notary Public
Commission Expires: _____
(SEAL) _____
Title