1. Agenda

   Documents:

   AGENDA.PDF

2. Supporting Meeting Documents

   Documents:

   TRANSIT BROKER - MEDICAL TRANSPORTATION MANAGEMENT.PDF
   TRANSIT BROKER - WELLCARE OF IOWA.PDF
   TRANSIT BROKER- LOGISTICARE.PDF
   VOLUNTARY ANNEXATION APPLICATION 2307 CAMPBELL DR.PDF
   BILL LIST.PDF
   CAPITAL IMPROVEMENT PLAN.PDF
   MINUTES.PDF
   PACKET.PDF
   REVISED FACADE GRANT APPLICATION.PDF
   SEPTEMBER 2015 FINANCIALS.PDF
   TRANSIT BROKER - ACCESS 2 CARE.PDF

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

DECEMBER 14, 2015, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of November 23, 2015.
2. Approve Bill List in the amount of $1,758,432.57.
3. Liquor License Renewals: B.P.O.E. Lodge #312, Kwik Star #607.

(end of consent agenda items

REPORT:

4. Prochaska & Associations, architects, re: Police and Fire building project
5. Quarterly Main Street / Central Business District Report, Director Jenny Etter.
6. 12 Hour shift report, Police Department.

MOTIONS:

7. Approval September 30, 2015, Financial Report.
8. Set hearing for January 11, 2016, regarding 2307 Campbell Drive voluntary annexation.
9. Motion 2015-219 Approve Façade Grant request, 125-131 E Main Street, total façade eligible $39,472.50

RESOLUTIONS:

10. Resolution 2015-213 Approving Transportation Provider Agreements with the following agencies, relating to brokerage services for non-emergency medical transportation provided by the Transit department of the City.
    a) Wellcare of Iowa, Inc.
    b) Medical Transportation Management, Inc.
    c) Access2Care, LLC
    d) TMS Management
    e) Logisticare Solutions, LLC
11. Resolution 2015-214 Approving Sewer Equipment Purchase Contract with Jensen Ford for 2016 1 ton dump truck, $23,059.00.
12. Resolution 2015-215 Approving the Preliminary Plat for Partners 1st Addition, Marshalltown, Iowa, includes the street extension of South Street and lot development associated with TIG Distributing, connected to the RISE funding project.

Visit **www.ci.marshalltown.ia.us**

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown All-America City 2012

13. Resolution 2015-216 Approving Contract Change Order #1 for the 2015 Sidewalk Repair Project 76015007, increase of $2,292.45.

14. Resolution 2015-217 Approving Certificate of Completion for the 2015 Sidewalk Repair Project 76015007, Brycon, LLC, final costs of $87,579.50.

PUBLIC HEARING

15. Resolution 2015-218 Approving Transfer of Title, by Quit Claim Deed, to the Marshalltown Central Business District, Inc., and Resolution 2015-218B Approving Agreement for the transfer of title to Pedestrian Alley. Relating to the Alley adjacent to 20 W Main Street, for a Pedestrian walkway.

ORDINANCES:

16. Ordinance 14944 Amending the City Code, adding Section 28.28.1, "Sanitary Sewer Connections to Properties outside the City Limits of Marshalltown," first reading.

17. Ordinance 14945 Amending Sanitary Sewer Rates, first reading.

DISCUSSION:

18. Aquatic center survey

19. Capital Improvement Plan

PUBLIC COMMENTS:

CLOSED SESSION:

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

ADJOURNMENT:

HOLIDAY HOURS

City Hall offices will be closed on December 24, December 25 and January 1.

Marshalltown Public Library will be closed on December 24, December 25, December 26, December 31 and January 1.

Letter of Agreement
Medical Transportation Management, Inc.
Subcontractor Agreement

This Letter of Agreement, effective as of the 1st day of January, 2016, shall serve as the Agreement between Medical Transportation Management, Inc., a Missouri Corporation (hereinafter referred to as "MTM"), 16 Hawk Ridge Drive, Lake St. Louis, MO 63367 and Marshalltown Municipal Transit (hereinafter referred to as "Provider"). This Letter of Agreement is made between MTM and the Provider for the purposes of setting forth the terms and conditions under which Provider shall render non-emergency transportation services to MTM in support of MTM rendering Non-Emergency Transportation Services ("Services") to MTM's Client(s) and its eligible recipients ("members or Client Members"). The Provider's services pursuant to this Agreement shall be provided to MTM on an "as needed" basis to MTM.

1. **Scope of Services.** Provider shall, within the geographic service area of Provider, provide non-emergency ground transportation services as requested by MTM in support of MTM's business.

2. **Reimbursement.** Provider agrees to look solely to MTM for payment for Services provided to MTM Client members. Provider shall be compensated in accordance with Schedule A attached hereto and incorporated herein by reference. Rates of compensation on Schedule A may be amended by MTM upon written notice to Provider. In the event Provider receives notice of an amendment to the Schedule A rates and disagrees with the proposed rate change, Provider may terminate this Agreement upon 30 days written notice to MTM. Provider's continuing to provide Service following the effective date of the amendment shall be considered consent to those amended rates. Provider must provide the trip documentation referenced on Schedule B to support Provider's claim for payment. Provider's failure to provide all trip documentation will result in denial of payment for that trip. Provider will not assert any claim for payment against MTM where such claim is based on services provided more than ninety (90) days prior to the date of MTM's receipt of the claim, and any claim submitted by Provider more than ninety (90) days after the date of service shall not be eligible for payment, and Provider hereby waives any right to payment for such claim.

3. **Member Protection Provision**. In no event, including, but not limited to, non-payment by MTM for Services rendered for Members by Provider, insolvency of MTM, or breach by MTM of any term or condition of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against MTM's Client or any transported Member or persons acting on behalf of Member. Provider agrees not to maintain any action at law or in equity against MTM's Client(s) or any Member to collect sums that are owed to Provider by MTM under the terms of this Agreement even in the event that MTM fails to pay, becomes insolvent or otherwise breaches the terms and conditions of the Agreement.

4. **Laws, Regulations and Licenses.** Provider shall maintain all federal, state and local licenses, certifications and permits, without material restriction, which are required to provide Non Emergency Transportation Services according to the laws of the jurisdiction in which Services are provided, and shall provide quality and safe transportation services, and comply with all applicable statutes, ordinances and regulations governing the performance of services herein. Provider shall also require that all individuals employed by, under contract with, or otherwise utilized by Provider, who provide Services to Members, comply with this provision and are appropriately licensed and certified. Providers shall ensure that all drivers have undergone a criminal background check and motor vehicle driver license record check prior to providing any services, and that all such drivers meet the requirements of their respective State's DOT and other applicable regulatory authorities. Provider agrees to obtain updated background checks on its drivers at least annually. Provider represents that it, and its owners, officers, directors, employees, agents and representatives, have not been excluded from participation in the Medicare or Medicaid program, or any other federal or state program.

5. **Indemnification.** Provider shall indemnify, defend and hold harmless MTM and MTM's Client(s) for all losses, damages, and costs, including reasonable attorneys' fees, resulting from Provider's rendering of services and the rendering of Services pursuant to this agreement by any individuals employed by, under contract with or otherwise utilized by Provider, including but not limited to, negligence, unsafe rendering of services, failure to perform, or breach of performance of the services or terms of this Agreement.

6. **Independent Provider Status of Parties.** MTM and Provider are independent entities with respect to the performance of the terms and conditions of this Agreement. Neither party shall be considered the employee nor agent of the other and Provider shall determine the manner and methods of performance of Provider's services under this Agreement.

7. **HIPAA Compliance and Data Protection.** Provider agrees to safeguard and maintain and agrees to require any individuals employed by, under contract with or otherwise utilized by Provider to safeguard and maintain the confidentiality of all Member records, and comply with all provisions of state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH).

8. **Term and Termination.** The term of this Agreement shall be for a period of one year, and shall automatically renew for successive periods of one year unless either party provides 30 days written notice to the other party of its intent not to renew. Further, this Agreement may be terminated by either party without cause upon 30 days written notice to the other party. This Agreement may be terminated immediately by MTM for any action or inaction of Provider that affects the safety of any person, or for Provider's failure to comply with the terms and provisions of this Agreement, including but not limited to, the Schedule B standards, records and documentation.

9. **Insurance.** Provider shall maintain, and require that any individuals employed by, under contract with or otherwise utilized by Provider maintain, Commercial Vehicle liability insurance and Commercial general liability insurance with minimum coverage amounts in compliance with the applicable level of insurance required by state and local laws and regulations in Provider's service area, but that motor vehicle liability insurance shall not be less than $1,000,000.00 Combined Single Limit coverage. As permitted by State law, Provider shall further obtain, and require that any individuals employed by, under contract with or otherwise utilized by Provider obtain Commercial General Liability insurance in the amount of $1,000,000. Provider shall also obtain from its insurance carrier and require that any individuals employed by, under contract with or otherwise utilized by Provider obtain from their insurance carrier, a specific policy endorsement naming MTM and MTM's Client(s) as an "Additional Insured" on a Primary and Non-Contributing Basis and a "Certificate Holder" on such policies. Copies of the Certificates of Insurance shall be provided to MTM prior to the commencement of services under this Agreement, and upon annual renewal or any change to such insurance. Provider shall maintain, and require that any individuals under contract with or otherwise utilized by Provider maintain, Workers Compensation insurance in compliance with applicable state laws.

10. **Nondiscrimination.** Provider agrees that no person shall, on the basis of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all federal state and local laws and regulations against discrimination including the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and Age Discrimination Act of 1975. Provider shall furnish all information required by MTM or any state or federal agency for purposes of investigation to ascertain compliance with such rules, regulations and orders.

11. **Records and Performance Standards.** Provider shall provide Services and maintain and provide to MTM all records and documentation of Services as required by MTM or MTM's contract with its Client, including but not limited to, the records, documentation and performance standards identified on Schedule B, attached hereto and incorporated herein by reference.

12. **Governing Law and Jurisdiction.** This agreement is deemed executed and delivered within the state of Missouri and shall be construed, interpreted and applied in accordance with the laws of the state of Missouri without application of any conflict of law principles. Provider consents to the jurisdiction of the Missouri state courts and any actions arising out of this Agreement, including actions for non-payment, shall be brought exclusively in the Missouri state court, in and for St. Charles County.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

By: _____

Title: _____

Date: _____

MARSHALLTOWN MUNICIPAL TRANSIT

By: _____

Title: _____

Date: _____

Address: _____

_____

TAX ID: 42-6004934

Schedule A: Rates

Between
Medical Transportation Management, Inc.
And
Marshalltown Municipal Transit

EFFECTIVE DATE: January 1st, 2016

Section I – Rates

A. Ambulatory trips will be paid at the following one way rate:
- Base rate per one way: $5.00

B. Wheelchair (paralift) trips will be paid at the following one way rate:
- Base rate per one way: $5.00

C. Transportation Provider agrees not to charge for any general assistance (i.e., opening doors, offering an arm to lean on or holding a bag) into and out of the vehicle for any patient and/or passenger.

D. No payment shall be made for no shows.

Section II – Special Rates

A. Provider agrees not to charge for any general assistance (i.e. opening doors, offering an arm to lean on or holding a bag) into and out of the vehicle for any patient and/or passenger.

IN WITNESS WHEREOF, the parties hereunto have executed the foregoing as of the above Effective Date. By accepting this rate schedule, Transportation Provider agrees to render transportation services as requested by MTM for the agreed rates set forth in this Schedule A; and Transportation Provider agrees not to seek higher rates by requesting/providing a rate quote to/from MTM for any particular trip.

MEDICAL TRANSPORTATION MANAGEMENT, INC.

BY:_____ DATE: _____
Name and Title

MARSHALLTOWN MUNICIPAL TRANSIT

BY:_____ DATE: _____
Name and Title TAX ID#: 42-6004934

Schedule B: Records, Documentation and Performance Standards

1. Each trip consists of one-way transportation from a pick up point to a drop off destination point. Provider shall use a trip sheet or log, approved by MTM, which contains the following minimum documentation:
   a. Date
   b. Driver's name
   c. Driver's signature
   d. Driver attendant's full name, if applicable
   e. Driver attendant's signature, if applicable
   f. Vehicle type
   g. Last 5 digits of the vehicles VIN #
   h. Recipient's name
   i. Recipient's signature
   j. Scheduled pickup time and actual pickup time
   k. No-show indicator
   l. Actual drop off time of recipient
   m. Actual number of wheel chairs, attendants, and children per trip
   n. Mileage

2. Performance Standards:
   a. Pickups and Delivery. Transportation Provider must arrive at the scheduled pickup time, and in sufficient time to transport the recipient to arrive on time for the recipient's appointment. The waiting time for pick up or delivery should not exceed 15 minutes, before and after the scheduled pickup time. A recipient should not arrive more than 30 minutes prior to an appointment, unless requested by the recipient. The waiting time for a scheduled return trip after an appointment should not exceed 30 minutes. Exceptions to these standards may occur with long distance trips, inclement weather conditions, or if a recipient chooses to request a "will call" trip.

   b. Transportation of children under 18 years of age must have a consent form signed by the parent, foster parent, caretaker, or legal guardian in order for the child to be transported without an escort, unless access to the service without parental consent is specified by statute (i.e. family planning).

   c. Provider shall report all accidents and incidents to MTM within 24 hours of the occurrence, and cooperate with MTM in the investigation of all such events and provide MTM with a copy of any police report.

3. Transportation Provider must maintain a file on each driver, including owners, when they have driving responsibilities, which shall include:
   a) Documentation of Defensive Driving Training
   b) Copy of current driver's license
   c) Driver evaluations
   d) Results of a State criminal background check
   e) Results of a State specific driver history record check (motor vehicle report)

   Copies of these records shall be provided to MTM upon request, at no cost to MTM.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") is made and entered into effective as of the 1st day of January, 2016 by and between Medical Transportation Management, Inc. ("Covered Entity" or "MTM") and Marshalltown Municipal Transit ("Business Associate", "you", "your"). In order to comply with the Health Insurance Portability and Accountability Act and the standards set forth at 45 CFR Parts 142, 160, 162 and 164 (collectively "HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") to safeguard Protected Health Information ("PHI"), Business Associate agrees:

Pursuant to the terms of that certain "Underlying Agreement", MTM contracts with you to provide "Services". In connection with your provision of such Services, you create, receive, maintain or transmit PHI from MTM, the person who is the subject of PHI ("Individual") or applicable Governmental entity or Health Plan. As a result, Business Associate must: (i) maintain the privacy/ confidentiality of all PHI; and (ii) comply with the requirements of HIPAA and HITECH applicable to Business Associates.

1. **Your Obligations**. You agree that you will maintain the privacy/confidentiality of all PHI including electronic PHI as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA and HITECH, including the following obligations:

(A) Use and Disclosure of PHI. You agree that you will not use or disclose PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement or as required by law; provided, however, you may use and disclose PHI to manage and administer your business, including the transaction of business on behalf of MTM to another vendor. You agree to ensure that all Subcontractors, agents, representatives or parties with whom you conduct MTM business agree in writing to the same restrictions, conditions and security measures that apply through this Agreement to you.

(B) Safeguards. You represent and warrant that you will develop and implement appropriate Administrative, Physical and Technical safeguards and security measures set forth in 45 CFR 164.308, 164,310, 164.312 ,and 164.316 to prevent the use or disclosure of electronic PHI for purposes other than as set forth in this Agreement. You will provide MTM with such information concerning such safeguards as MTM may from time to time request.

(C) Accounting of Disclosures. In fulfillment of your obligations under 45 CFR 164.410, you agree to maintain a record of all disclosures of PHI made for reasons other than the provision of the Services and will provide the following information regarding any such disclosure to MTM, or to the Individual whose PHI was disclosed, upon our request as necessary to satisfy MTM's obligations under 45 CFR 164.528.:

i. The date of such disclosure;
ii. The name and, if known, the address of the recipient of such PHI;
iii. A copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations;
iv. A brief description of the PHI disclosed; and
v. A statement that would reasonably inform the Individual of the purpose of the disclosure.

(D) You agree to notify MTM immediately upon your discovery of any unauthorized use or disclosure of PHI by you that is in violation of the requirements of this Agreement (a "Breach") including any breach of unsecured PHI as required at 45 CFR 164.410, and any security incident of which you become aware. Business Associate will make a written report to MTM within 24 hours after Business Associate knows or should have reasonably known of such Breach. Business Associate will cooperate promptly with MTM as is reasonably required in order for MTM to comply with applicable breach reporting and notification laws, including but not limited to, Section 13402 of the HITECH Act (collectively, "Breach Notification Laws").

i. "Unsecured PHI" means PHI that is not secured through the use of technology or methodology that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals. If electronic PHI is encrypted, it is considered to be secured under the Breach Notification Laws. No Breach notification is required if the electronic PHI was secure.

ii. "Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with information system operations.

(E) Mitigation. You agree to establish and implement procedures for mitigating any deleterious effects of any improper use and/or disclosure of PHI.

(F) Disclosures to Workforce and/or Third Parties. You agree to require your employees, agents and independent contractors ("Workforce") to adhere to the restrictions and conditions regarding PHI contained in this Section, including, without limitation, the following:

i. You agree not to disclose PHI to any member of your Workforce, unless you have advised such person of your obligations under this Section and the consequences of a violation of these obligations. You agree to take disciplinary action against any member of your Workforce that uses or discloses PHI in violation of this Section.

ii. Except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining our written approval. In addition, except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of you and MTM.

iii. Any use of PHI by your Workforce or disclosure of PHI to your Workforce or to third parties must be limited to the minimum amount of PHI necessary to achieve the purpose for such use or disclosure.

(G) Access to Records by Subject of Records. You agree to notify MTM immediately in the event you receive a request from an Individual or the Individual's legal representative to review any of the Individual's PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.524, you agree to make available to MTM, and, to an Individual or the Individual's Legal Representative for their review, any of the Individual's PHI in your possession or control, in the form or format (including electronic) as agreed to by MTM and the Individual or the Individual's Legal Representative.

(H) Amendment to PHI. You agree to notify MTM immediately in the event you receive a request from an Individual to amend or otherwise modify any PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.526, you agree that, at our request, you will make any amendments to PHI that MTM has directed or authorized pursuant to 45 CFR 164.526.

(I) Government Access to Records. You agree to make your policies, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with HIPAA and HITECH requirements.

(J) Disposition of Records upon Termination. You agree to return to MTM or otherwise destroy all PHI in your possession or control upon termination of this Agreement. If such return or destruction of records is not feasible, you agree to continue to extend the protections of this Section to such PHI and limit any further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

(K) Indemnification. You agree to indemnify, defend and hold harmless MTM and the applicable MTM Client, and their respective parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, legal representatives, heirs, successors and assigns, from and against any and all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs and

attorneys' fees, arising out of, resulting from or caused by a violation by you, or any of your Workforce, agents or subcontractors, of any HIPAA or HITECH requirements or of the terms or conditions of this Agreement.

2. **Our Obligations**. In connection with your performance of the Services:

(A) Notification of Restrictions on Use of PHI. MTM agrees to notify you immediately of any restrictions on the use of or disclosure of PHI that MTM has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect your use or disclosure of PHI.

(B) Notification of Disclosure of PHI to an Individual. MTM agrees to notify you immediately in the event an Individual desires you to disclose their PHI in your possession or control to the Individual or the Individual's Legal Representative.

(C) Notification of Amendment to Subject PHI. MTM agrees to notify you immediately in the event that MTM or an Individual desires you to amend or otherwise modify any of their PHI in your possession or control.

3. **Term and Termination**. This Agreement will commence on the Effective Date of this Agreement and will continue until such time as the Underlying Agreement expires or is terminated and all PHI provided by MTM or created or received by you for MTM is destroyed or returned to MTM or, if it is infeasible to return or destroy PHI, continue to use appropriate safeguards and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in this Section, for as long as you retain the PHI. Notwithstanding the foregoing, in the event of a material violation by Business Associate, MTM shall have the right to terminate this Agreement and the Underlying Agreement immediately upon notice to Business Associate.

4. **Third Party Beneficiaries.** There are no intended third party beneficiaries of the obligations under this Agreement. Without in any way limiting the foregoing, it is the intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any person whose PHI is used or disclosed pursuant to this Agreement or any person who qualifies as a personal representative of such person.

5. **Amendment of Underlying Agreement**. It is the intention that this Agreement serves as amendment and supplement to the Underlying Agreement.

6. **Interpretation**. In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement will control. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA and HITECH.

7. **Compliance with Security Requirements**. Business Associate shall comply, and shall ensure agents and subcontractors comply with the Security Requirements of 45 CFR Part 142 with respect to electronic transmission of PHI.

IN WITNESS WHEREOF, the parties execute this Addendum as of the date first written above.

MEDICAL TRANSPORTATION MANAGEMENT, INC.	MARSHALLTOWN MUNICIPAL TRANSIT
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____

PARTICIPATING PROVIDER AGREEMENT

THIS PARTICIPATING PROVIDER AGREEMENT ("**Agreement**") is made and entered into by and between WellCare of Iowa, Inc. ("**Health Plan**") and _____ ("**Contracted Provider**"). Health Plan and Contracted Provider are sometimes referred to together as the "**Parties**" and individually as a "**Party**".

WHEREAS, Health Plan issues (or is pursuing a license allowing it to issue) health benefit plans and seeks to include health care providers in one or more provider networks for such plans; and

WHEREAS, Contracted Provider provides or arranges for the provision of health care items and services to the general public by health care providers employed by or subcontracted with Contracted Provider; and

WHEREAS, Health Plan and Contracted Provider desire to enter into this Agreement whereby Contracted Provider will provide or arrange for the provision of health care items and services to Health Plan's health benefit plan enrollees in exchange for payments from Health Plan, all subject to and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Construction.

1.1. The base part of this Agreement is designed for use with a variety of providers and Benefit Plans. Provisions specific to particular providers and Benefit Plans are included in Attachments to the Agreement.

1.2. The following rules of construction apply to this Agreement: (a) the word "**include**", "**including**" or a variant thereof shall be deemed to be without limitation; (b) the word "**or**" is not exclusive; (c) the word "**day**" means calendar day unless otherwise specified; (d) the term "**business day**" means Monday through Friday, except Federal holidays; (e) all words used in this Agreement will be construed to be of such gender or number as the circumstances require; (f) references to specific statutes, regulations, rules or forms, such as CMS 1500 and UB-04 forms, include subsequent amendments or successors to them; and (g) references to a government department or agency include any successor departments or agencies.

2. Definitions. In addition to terms defined elsewhere in this Agreement, the following capitalized terms when used in this Agreement shall have the meanings set forth below. If an identical term is defined in a Program Attachment, the definition in the Program Attachment shall control with respect to Benefit Plans governed by the Program Attachment.

2.1. "**Affiliate**" means, with respect to a particular entity, another entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the entity. An entity "**controls**" an entity in which it has the power to vote, directly or indirectly, 50 percent or more of the voting interests in such entity or in the case of a partnership if it is a general partner, or the power to direct or cause direction of management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

2.2. "**Benefit Plan**" means a health benefit policy or other health benefit contract or coverage document (a) issued by Health Plan or (b) administered by Health Plan pursuant to a Government Contract. Benefit Plans and their designs are subject to change periodically.

2.3. "**Carve Out Agreement**" means an agreement between Health Plan and a third party Participating Provider whereby the third party assumes financial responsibility for or may provide certain management services related to particular Covered Services. Examples of possible Carve Out Agreements include agreements for radiology, laboratory, dental, vision, or hearing services.

2.4. "**Clean Claim**" means a claim for Covered Services that is (i) received timely by Health Plan, (ii) is on a completed, legible CMS 1500 form or UB 04 form, or electronic equivalent, (iii) is true, complete, accurate, and includes all necessary supporting documentation, (iv) includes all relevant information necessary to comply with Laws and Program Requirements and to determine payor liability, (v) is not subject to coordination of benefits, and (vi) is not under review for Medical Necessity. A Clean Claim does not include a claim from a Provider who is under investigation for fraud or abuse.

2.5. "**Credentialing Criteria**" means Health Plan's criteria for the credentialing or re-credentialing of Providers.

2.6. "**Covered Services**" means Medically Necessary health care items and services covered under a Benefit Plan.

2.7. "**DHHS**" means the U.S. Department of Health and Human Services, including its agency the Centers for Medicare and Medicaid Services ("**CMS**") and its Office of Inspector General ("**OIG**").

2.8. "**Effective Date**" means the date this Agreement becomes effective as determined by Health Plan and set forth on the signature page of this Agreement. Federal law prohibits Health Plan from contracting with individuals or entities that are barred from participation in Federal Health Care Programs. Accordingly, the Effective Date is subject to Health Plan's completion of credentialing and determination that Contracted Provider meets the Credentialing Criteria.

2.9. "**Emergency Services**" shall be as defined in the applicable Program Attachment.

2.10. "**Encounter Data**" means encounter information, data and reports for Covered Services provided to a Member that meets the requirements for Clean Claims.

2.11. "**Federal Health Care Program**" means a Federal health care program as defined in section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid, and CHIP.

2.12. "**Government Contract**" means a contract between Health Plan and a Governmental Authority or government authorized entity for Health Plan to provide health benefits coverage for Federal Health Care Program beneficiaries.

2.13. "**Governmental Authority**" means the United States of America, the States, or any department or agency thereof having jurisdiction over Health Plan, a Provider or their respective Affiliates, employees, subcontractors or agents.

2.14. "**Ineligible Person**" means an individual or entity who (a) is currently excluded, debarred, suspended or otherwise ineligible to participate in (i) Federal Health Care Programs, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG, or (ii) Federal procurement or non-procurement programs, as may be identified in the System for Award Management maintained by the General Services Administration, (b) has been convicted of a criminal offense subject to OIG's mandatory exclusion authority for Federal Health Care Programs described in section 1128(a) of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (c) is currently excluded, debarred, suspended or otherwise ineligible to participate in State

medical assistance programs, including Medicaid or CHIP, or State procurement or non-procurement programs as determined by a State Governmental Authority.

2.15. "**Laws**" means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including (a) the Social Security Act, including Titles XVIII ("**Medicare**"), XIX ("**Medicaid**") and XXI (State Children's Health Insurance Program or "**CHIP**"), (b) the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), (c) Federal and State privacy laws other than HIPAA, (d) Federal and State laws regarding patients' advance directives, (e) State laws and regulations governing the business of insurance, (f) State laws and regulations governing third party administrators or utilization review agents, and (g) State laws and regulations governing the provision of health care services.

2.16. "**Medically Necessary**" or "**Medical Necessity**" shall be as defined in the applicable Program Attachment.

2.17. "**Member**" means an individual properly enrolled in a Benefit Plan and eligible to receive Covered Services at the time such services are rendered.

2.18. "**Member Expenses**" means copayments, coinsurance, deductibles, or other cost share amounts, if any, that a Member is required to pay for Covered Services under a Benefit Plan.

2.19. "**Non-Contracted Services**" means Covered Services that are (a) subject to Carve Out Agreements and not approved by Health Plan in advance as further described in this Agreement, or (b) provided by an Ineligible Person.

2.20. "**Overpayment**" means the payments a Provider receives from Health Plan or its Affiliates to which the Provider is not entitled, including payments (a) for items and services that are not Covered Services, (b) paid in error, (c) resulting from enrollment errors, (d) resulting from claims payment errors, data entry errors or incorrectly submitted claims, or (e) for claims paid when Health Plan was the secondary payor and the Provider should have been reimbursed by the primary payor. An Overpayment also includes any payment Health Plan makes to satisfy an obligation of a Provider, including refunds of improperly collected Member Expenses to a Member or reimbursement to subcontracted Providers.

2.21. "**Participating Provider**" means an individual or entity that has entered into an agreement with Health Plan or a Health Plan contractor to provide or arrange for the provision of Covered Services to Members.

2.22. "**Principal**" means a person with a direct or indirect ownership interest of five percent or more in Provider.

2.23. "**Program**" means (a) a Federal Health Care Program, or (b) a commercial insurance program, including a program created under Laws regarding commercial health insurance exchanges.

2.24. "**Program Attachment**" means an attachment to this Agreement describing the terms of a Provider's participation in Health Plan's provider network for a Program.

2.25. "**Program Requirements**" means the requirements of Governmental Authorities governing a Provider's participation in Health Plan's provider network and rendering Covered Services to Members pursuant to a Benefit Plan, including where applicable the requirements of a Government Contract, which include those terms set forth in a Program Attachment.

2.26. "**Provider**" means (a) Contracted Provider or (b) other individual or entity that is employed, or directly or indirectly subcontracted by Contracted Provider to provide or arrange for the provision of Covered Services to Members under this Agreement.

2.27. "**Provider Manual**" means, collectively, Health Plan's provider manuals, quick reference guides, WellCare Companion Guide, and educational materials setting forth Health Plan's requirements, rules, policies and procedures applicable to Participating Providers, as adopted or amended by Health Plan from time to time. The Provider Manual is available on Health Plan's website.

2.28. "**State**" means any of the 50 United States, the District of Columbia or a U.S. territory.

2.29. "**WellCare**" means WellCare Health Plans, Inc., an Affiliate of Health Plan.

2.30. "**WellCare Companion Guide**" means the transaction guide that sets forth data requirements and electronic transaction requirements for Clean Claims and Encounter Data submitted to Health Plan or its Affiliates, as amended from time to time. The WellCare Companion Guide is part of the Provider Manual.

3. Scope.

3.1. Non-Contracted Services are outside the scope of this Agreement.

3.2. Providers may freely communicate with Members about their treatment regardless of benefit coverage limitations. Health Plan does not dictate or control clinical decisions respecting a Member's medical treatment or care. Medical care is the responsibility of the treating Provider regardless of any coverage determination by Health Plan. Nothing in this Agreement shall be interpreted to permit interference by Health Plan with communications between a Provider and a Member regarding the Member's medical condition or available treatment options.

3.3. This is not an exclusive agreement for either Party, and there is no guarantee (a) Health Plan will participate in any particular Program, or (b) any particular Benefit Plan will remain in effect.

3.4. Subject to Laws and Program Requirements, Health Plan reserves the right to create distinct provider networks for a Benefit Plan, and to determine Provider participation in such networks.

3.5. Subject to Laws and Program Requirements, Health Plan reserves the right to approve any Provider's participation under this Agreement, or to terminate or suspend any Provider from participation under this Agreement or one or more particular Benefit Plans. Health Plan is not obligated to refer or assign a minimum number of Members to or maintain a minimum number of Members with a Provider.

4. Provider Responsibilities.

4.1. Principals. Contracted Provider shall comply with requirements for disclosure of ownership and control, business transactions, and information for persons convicted of crimes against Federal Health Care Programs as described in section 1124 of the Social Security Act, 42 CFR part 420 subpart C (Program Integrity: Medicare) and 42 CFR part 455 subpart B (Program Integrity: Medicaid). Contracted Provider represents that it has provided Health Plan with the information listed on the Attachment titled "Information for Contracted Provider / Principals" for itself and all of its Principals as of the Effective Date. Contracted Provider shall notify Health Plan of any change in the information within 30 days of such change.

4.2. Providers. Contracted Provider shall provide Health Plan with the information listed on the Attachment titled "Information for Providers" for itself and the Providers as of the Effective Date, in a form and format acceptable to Health Plan. Contracted Provider shall provide notice to Health Plan of any change in the information for itself and the Providers within 30 days of the change. When Contracted Provider terminates a Provider, other than for cause, Contracted Provider will give Health Plan at least 90 days prior written notice of the termination.

4.2.1. Employed Providers. Contracted Provider shall maintain and enforce binding internal policies and procedures or agreements with its employed Providers that are consistent with and require adherence to this Agreement. Contracted Provider shall provide Health Plan with such information requested by Health Plan, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of its employed Providers.

4.2.2. Subcontracted Providers. If Contracted Provider, such as an independent practice association, physician hospital organization or physician group, uses subcontracted Providers:

(a) Contracted Provider shall maintain and enforce written agreements with its subcontracted Providers that are consistent with and require adherence to this Agreement. Upon Health Plan's request, Contracted Provider shall provide Health Plan with copies of entire agreements between itself or other Providers and the subcontracted Providers. The compensation terms in such agreements may be redacted unless required by Governmental Authorities. In no event shall an agreement between or among Providers supersede this Agreement respecting matters covered by this Agreement. Notwithstanding anything to the contrary in any such agreement, this Agreement shall control over the terms of any such agreement in all respects as to matters covered by this Agreement.

(b) Upon Health Plan's request, Contracted Provider shall provide Health Plan with a duly executed Opt In Agreement in the form set forth on the Attachment titled "Form of Opt-In Agreement" from each subcontracted Provider. Each executed Opt In Agreement shall be made a part of and incorporated into this Agreement, and Contracted Provider accepts the appointment in the Opt In Agreement to act on the subcontracted Provider's behalf. If Health Plan requests and does not receive a duly executed Opt In Agreement for a proposed subcontracted provider, Health Plan shall not approve the proposed subcontracted provider or its employed providers as Providers under this Agreement. Contracted Provider waives any non-compete provisions in its agreements with subcontracted Providers to the extent that, if enforced, would prohibit a subcontracted Provider from contracting directly with Health Plan pursuant to the Opt-In Agreement.

(c) Subcontracted Providers shall maintain and enforce binding internal policies and procedures or agreements with their employed Providers that are consistent with and require adherence to this Agreement. Subcontracted Providers shall provide Health Plan with such information requested by Health Plan, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of their employed Providers.

(d) Any obligation of Contracted Provider in this Agreement shall apply to subcontracted Providers to the same extent that it applies to Contracted Provider. Contracted Provider shall require the timely and faithful performance of this Agreement by subcontracted Providers.

4.2.3. Credentialing. All Providers must meet the Credentialing Criteria. Subject to Laws and Program Requirements, (a) Health Plan conducts credentialing of providers before they begin providing Covered Services and re-credentialing from time to time thereafter as required for Health Plan's compliance with Laws, Program Requirements and accreditation standards, and Providers shall consent to and cooperate with such credentialing/re-credentialing, which may include site reviews, and (b) until

successful completion of credentialing of a provider by Health Plan, (i) the provider shall not be added as a Participating Provider under this Agreement, and (ii) the provision of, and payment for, Health Plan authorized Covered Services to Members by the provider shall be subject to Health Plan's policies and procedures for non-participating providers.

4.3. Covered Services. Providers shall provide Covered Services to Members, subject to and in accordance with the terms of this Agreement.

4.3.1. Standards. Providers shall provide Covered Services in accordance with Laws and generally accepted standards of medical practice, including nationally recognized clinical protocols and guidelines where available. Providers shall ensure that Covered Services are available to Members on a 24 hour/day, 7 day/week basis, except Providers who do not provide Emergency Services shall ensure that Covered Services are available to Members in accordance with standard operating hours for each Provider location and shall maintain an after-hours phone service for individuals to seek instructions in the event of an emergency.

4.3.2. Eligibility. Except for Emergency Services, Providers shall verify Member eligibility in accordance with the Provider Manual before providing Covered Services to a Member. Health Plan provides member eligibility information through Health Plan's provider website and other means. For Emergency Services, Providers shall verify Member eligibility no later than the next business day after the Member is stabilized or the Provider learning the individual may be a Member, whichever is later. Members' eligibility status is subject to retroactive disenrollment, and Health Plan may, unless prohibited by Laws and Program Requirements, recoup payments for items or services provided to such individuals after the effective date of disenrollment even if such items and services were authorized by Health Plan.

4.3.3. Prior Authorization. Except for Emergency Services or where prior authorization is not required by the Provider Manual, Providers shall obtain prior authorization for Covered Services in accordance with the Provider Manual. Except where not permitted by Laws or Program Requirements, Health Plan may deny payment for Covered Services where a Provider fails to meet Health Plan's requirements for prior authorization.

4.3.4. Referrals. Providers shall not refer Members to other health care providers, including other Participating Providers, for Covered Services without the approval of Health Plan, except (a) in case of Emergency Services, (b) when Member self-referral is permitted by the Benefit Plan, or (c) as permitted by the Provider Manual. When making a referral to another health care provider, a Provider shall furnish the other provider complete information on treatment procedures and diagnostic tests performed prior to such referral, which may include providing copies of the medical records.

4.3.5. Non-Covered Services. Before a Provider provides items or services to a Member that are not Covered Services, Provider shall (a) inform the Member of the specific items or services that are not Covered Services and that they will not be paid for by Health Plan, and (b) obtain the Member's written agreement to pay for such specific items or services after being so advised. Provider may contact Health Plan to determine if an item or service is a Covered Service.

4.3.6. Carve Out Agreements. While a Carve Out Agreement is in effect, Covered Services subject to the Carve Out Agreement shall be Non-Contracted Services and are not within the scope of this Agreement, except for (a) Emergency Services, or (b) Covered Services authorized by Health Plan in advance in accordance with the Provider Manual, in which cases the terms and conditions of this Agreement, including compensation, shall apply. Health Plan shall notify Contracted Provider of Carve Out Agreements through the Provider Manual or other notice. Upon expiration or termination of a Carve Out Agreement, Provider shall provide the Covered Services to Members that were subject to the Carve

Out Agreement, subject to and in accordance with the terms of this Agreement, including compensation.

4.4. Claims and Encounter Data / EDI.

4.4.1. Clean Claims. Providers shall electronically prepare and submit Clean Claims to Health Plan within 90 days or such other time period required by Laws or Program Requirements, of the date of a Covered Service or the date of discharge from an inpatient facility, as the case may be. Unless prohibited by Laws and Program Requirements, Health Plan may deny payment for any claims that fail to meet Health Plan's submission requirements for Clean Claims or that are received after the time limit in this Agreement for filing Clean Claims.

4.4.2. Additional Reports. If Health Plan requests additional information, data, or reports from a Provider regarding Covered Services provided to Members for risk adjustment data validation or other administrative purposes, even if Health Plan has paid claims or accepted Encounter Data related to the Covered Services, the Provider shall provide the information, data or reports as requested by Health Plan.

4.4.3. NPI Numbers / Taxonomy Codes. Payment of compensation for Covered Services is conditioned on Providers including their NPI numbers and Provider taxonomy codes on claims or encounter data submitted under this Agreement, and Health Plan may deny payment for Covered Services where a Provider fails to meet these requirements.

4.4.4. Electronic Transaction Requirements. Provider shall submit all claims and encounter data to Health Plan electronically. Providers shall (a) follow the requirements for electronic data interchange in accordance with the current HIPAA Administrative Simplification transaction standards and WellCare Companion Guide, and (b) submit all claims and encounter data either through a clearinghouse used by Health Plan or directly to Health Plan in accordance with the WellCare Companion Guide.

4.4.5. EFT / Remittance Advice. If a Provider is able to accept payments and remittance advice electronically, (a) the Provider shall register and complete the forms for electronic funds transfer and electronic remittance advice no later than 60 days following Health Plan's confirmation of Provider's status as participating, and (b) Health Plan shall make all payments and remittance advice to the Provider electronically. If a Provider is not able to accept payments and remittance advice electronically, the Provider shall make good faith efforts to be able to accept electronic funds transfer and electronic remittance within 24 months of the Effective Date.

4.4.6. Coordination of Benefits. Health Plan shall coordinate payment for Covered Services in accordance with the terms of a Member's Benefit Plan and Laws. Providers shall provide Health Plan with explanations of benefits and other documents and information in their possession regarding insurance covering a Member that is primary to the Member's Benefit Plan. Providers shall bill primary insurers for items and services they provide to a Member before they submit claims for the same items or services to Health Plan. If Health Plan is not the primary payor for Covered Services provided to a Member, then when not prohibited by Laws or Program Requirements, Health Plan's payment to Provider for such services shall not exceed the compensation in this Agreement less amounts payable by the primary payor or payors, less Member Expenses. Unless prohibited by Laws and Program Requirements, Health Plan may recoup payments for items or services provided to a Member where other insurers are determined to be responsible for such items and services.

4.4.7. Subrogation. Providers shall cooperate and assist Health Plan with its subrogation efforts.

4.4.8. No payment made by Health Plan under this Agreement is intended as a financial incentive or inducement to reduce, limit or withhold Covered Services required by Members.

4.5. Member Protections.

4.5.1. Providers shall not discriminate in their treatment of Members based on Members' health status, source of payment, cost of treatment, participation in Benefit Plans, race, ethnicity, national origin, religion, gender, age, mental or physical disability, sexual orientation, or genetic information.

4.5.2. In no event including nonpayment by Health Plan, Health Plan's insolvency or breach of the this Agreement, shall a Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons (other than Health Plan) acting on the Member's behalf, for amounts that are the legal obligation of Health Plan. This provision (a) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration, (b) shall be construed for the benefit of Members, (c) does not prohibit collection of Member Expenses where lawfully permitted or required, and (d) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between a Provider and Members or persons acting on their behalf.

4.5.3. Regardless of any denial of a claim or reduction in payment to a Provider by Health Plan, in no event will a Member be responsible for payment for any Covered Services other than Member Expenses. However, Members shall not be responsible for Member Expenses where collection of Member Expenses is prohibited by Laws, Program Requirements, or this Agreement. If payment of an amount sought in a claim is denied or reduced by Health Plan, the Provider shall adjust Member Expenses accordingly.

4.5.4. Except where collection of Member Expenses is prohibited by Laws, Program Requirements, or this Agreement, a Provider shall (a) collect Member Expenses directly from the Member, and (b) not waive, discount or rebate any such amounts except as permitted by and in accordance with Laws and Program Requirements regarding prohibited inducements to Federal Health Care Program beneficiaries.

4.5.5. Providers shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by Laws or Program Requirements.

4.6. Provider Manual. The Provider Manual supplements and is made a part of and incorporated into this Agreement, and Providers shall comply with the Provider Manual. Health Plan may amend the Provider Manual from time to time upon notice to Provider by posting to Health Plan's provider website, email or other means of notice permitted by this Agreement, provided that in the case of material revisions to the Provider Manual, Health Plan shall provide notice in accordance with the provisions of this Agreement regarding written notice. Changes to the Provider Manual shall become effective 15 days after such posting or notice, or such other time period required for Health Plan to comply with Laws, Program Requirements or accreditation standards. Providers shall have and maintain systems necessary for access to Health Plan's provider website, and check for revisions to the Provider Manual from time to time.

4.7. Quality Improvement. Providers shall comply with Health Plan's quality improvement programs, including those designed to improve quality measure outcomes in the then current Healthcare Effectiveness Data and Information Set (HEDIS) or other quality or outcome measures. Health Plan may audit Providers periodically and upon request Providers shall provide Records to Health Plan for HEDIS or other quality reasons and risk management purposes, including Records that will enable Health Plan to perform a thorough assessment of the overall care being provided to Members.

4.8. Utilization Management. Providers shall cooperate and participate in Health Plan's utilization review and case management programs. Health Plan's utilization review/case management programs may include provisions for (a) verification of eligibility and prior authorization for Covered Services, (b) concurrent and retrospective reviews, (c) requirements regarding referrals to third party Participating Providers, and (d) corrective action plans.

4.9. Member Grievances / Appeals. Providers shall comply with the Provider Manual, Laws and Program Requirements regarding Member grievances and appeals, including by providing information, records or documents requested by Health Plan and participating in the grievance/appeal process.

4.10. Compliance. In performing this Agreement, Providers shall comply with all Laws and Program Requirements. Providers shall (a) cooperate with Health Plan with respect to Health Plan's compliance with Laws and Program Requirements, including downstream requirements that are inherent to Health Plan's responsibilities under Laws or Program Requirements, and (b) not knowingly take any action contrary to Health Plan's obligations under Laws or Program Requirements.

4.10.1. Privacy / HIPAA. Providers shall maintain Member information and medical records in accordance with Laws, including Federal and State Laws related to privacy and confidentiality of Member information and medical records, including HIPAA, and shall use and disclose such information or records only in accordance with Laws and Program Requirements.

4.10.2. Fraud, Waste and Abuse. Providers shall comply with Laws designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et. seq.), and the anti-kickback statute (section 1128B(b) of the Social Security Act).

4.10.3. Accreditation. Providers shall comply with policies and procedures required for Health Plan to obtain or maintain its accreditation from accreditation bodies, including the National Committee for Quality Assurance or Utilization Review Accreditation Commission.

4.10.4. Compliance Program / Reporting. OIG publishes compliance program guidance for health care firms available at http://oig.hhs.gov/fraud/complianceguidance.asp. Contracted Provider shall, and shall require its employees and its subcontractors and their employees to, comply with Health Plan compliance program requirements, including Health Plan's compliance training requirements, and to report to Health Plan any suspected fraud, waste, or abuse or criminal acts by Health Plan, Contracted Provider, other Providers, their respective employees or subcontractors, or by Members. Reports may be made anonymously through the WellCare fraud hotline at (866) 678-8355. Also, if DHHS publishes compliance program requirements that providers must follow as a condition of participation in Federal Health Care Programs, Contracted Provider shall, and shall require its subcontractors to, comply with such requirements.

4.10.5. Acknowledgement of Federal Funding. Claims, data and other information submitted to Health Plan pursuant to this Agreement may be used, directly or indirectly, for purposes of obtaining payments from Federal or State governments under Federal Health Care Programs, and payments that Providers receive under this Agreement may be, in whole or in part, from Federal funds.

(a) Providers shall, upon request of Health Plan, certify, based on its best knowledge, information and belief, that all data and other information directly or indirectly reported or submitted to Health Plan pursuant to this Agreement is accurate, complete and truthful.

(b) Providers shall not claim payment in any form, directly or indirectly, from

a Federal Health Care Program for items or services covered under this Agreement, except for wrap around payments made directly by Governmental Authorities to certain qualified providers, such as Federally qualified health centers ("**FQHCs**") or rural health clinics ("**RHCs**") where applicable.

(c) If a Governmental Authority imposes a reduction to the Federal or State funds Health Plan receives under a Government Contract, Health Plan may adjust its payments to Provider by an equivalent or comparable amount. Such adjustment shall be effective concurrent with the effective dates such reductions are imposed upon Health Plan.

4.10.6. Ineligible Persons. Contracted Provider warrants and represents as of the Effective Date and throughout the term of the Agreement and the duration of post expiration or termination transition activities described in this Agreement, that none of it, its Principals or any individual or entity it employs or has contracted with to carry out its part of this Agreement is an Ineligible Person.

4.10.7. Compliance Audit. Health Plan shall be entitled to audit Providers with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Providers shall cooperate with Health Plan with respect to any such audit, including by providing Health Plan with Records and site access within such time frames as requested by Health Plan.

4.10.8. Fines / Penalties. The following applies if Provider is capitated or Health Plan has delegated activities to Provider pursuant to a separate delegation addendum: Provider shall reimburse Health Plan for any fines, penalties or costs of corrective actions required of Health Plan by Governmental Authorities caused by Provider's failure to comply with Laws or Program Requirements, including failure to submit accurate encounters on a timely basis or to properly perform delegated functions.

4.11. Licensure. Providers shall secure and maintain all necessary licenses, certificates, permits, registrations, consents, approvals and authorizations that must be obtained by them to perform their obligations under this Agreement. As required by Program Requirements, Providers shall meet the conditions of participation and be enrolled in applicable Federal Health Care Programs (including for dual eligible special needs plan Members, both Medicare and Medicaid) and have all accreditations necessary to meet such conditions of participation.

4.12. Insurance. Contracted Provider and its subcontracted Providers shall secure and maintain for themselves and their employees, commercial general liability and professional liability (malpractice) insurance or self-insurance coverage for claims arising out of events occurring during the term of this Agreement and any post expiration or termination activities under this Agreement, in amounts required to meet Credentialing Criteria, and worker's compensation insurance as required by State Laws. Contracted Provider and its subcontracted Providers shall, upon request of Health Plan, provide Health Plan with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph. Contracted Provider and the subcontracted Providers shall provide at least 30 days prior notice to Health Plan in advance of any material modification, cancellation or termination of their insurance.

4.13. Proprietary Information. In connection with this Agreement, Health Plan or its Affiliates may disclose to Providers, directly or indirectly, certain information that Health Plan or its Affiliate have taken reasonable measures to maintain as confidential and which derives independent economic value from not being generally known or readily ascertainable by the public ("**Proprietary Information**"). Proprietary Information includes Member lists, the compensation provisions of this Agreement, and other information relating to Health Plan's or its Affiliates' business that is not generally available to the public. Contracted Provider shall, and shall require its subcontractors to, hold in confidence and not disclose any Proprietary Information and not use Proprietary Information except (a) as expressly permitted under this Agreement,

or (b) as required by Laws or legal or regulatory process. Contracted Provider shall, and shall require its subcontractors to, provide Health Plan with prior notice of any such disclosure required by Laws or legal or regulatory process so that Health Plan can seek an appropriate protective order. Contracted Provider shall, and shall require its subcontractors to, disclose Proprietary Information only in order to perform their obligations under this Agreement, and only to persons who have agreed to maintain the confidentiality of the Proprietary Information. The requirements of this Agreement regarding Proprietary Information shall survive expiration or termination of this Agreement.

4.14. Required Notices. In addition to any other notices required under this Agreement, Contracted Provider shall notify Health Plan within five business days of Contracted Provider's knowledge, or when Contracted Provider should have known, of any event that could reasonably be expected to impair the ability of a Provider to comply with the obligations of this Agreement, including any of the following: (a) an occurrence that causes any of the representations and warranties in this Agreement made by or on behalf of a Provider to be inaccurate, (b) a Provider fails to maintain insurance as required by this Agreement, (c) a Provider's license, certification or accreditation expires or is suspended, revoked, conditioned or otherwise restricted, (d) a Provider is excluded, suspended or debarred from, or sanctioned under a Federal Health Care Program, (e) a disciplinary action is initiated by a Governmental Authority against a Provider, (f) where applicable, a Provider's hospital privileges are suspended, limited, revoked or terminated, (g) a Provider is under investigation for fraud or a felony, or (h) a Provider enters into a settlement related to any of the foregoing.

5. Health Plan Responsibilities.

5.1. ID Cards. Health Plan shall issue identification cards to Members and instruct them to present their cards to providers when seeking health care items and services.

5.2. Claims Processing. Health Plan shall pay or deny Clean Claims within the time period set forth in Attachment C. Health Plan uses claims editing software programs to assist it in determining proper coding for provider claim reimbursement. Such software programs use industry standard coding criteria and incorporate guidelines established by CMS such as the National Correct Coding Initiative and the National Physician Fee Schedule Database, the AMA and Specialty Society correct coding guidelines, and state specific regulations (collectively, "Coding Authorities"). These software programs may result in claim edits for specific procedure code combinations.

5.3. Compensation. Compensation shall be as set forth in Attachment C. Providers shall accept such compensation (plus wrap around payments from Governmental Authorities to qualified providers such as FQHCs or RHCs where applicable) as payment in full for Covered Services rendered to Members and all other activities of Providers under this Agreement. Items and services constituting "**never events**" as described in the Provider Manual shall not be paid. Health Plan shall not pay for Non-Contracted Services.

5.4. Medical Record Review. Health Plan shall be entitled to perform concurrent or retrospective reviews of medical records for utilization management purposes or to verify that items and services billed to or paid for by Health Plan were provided and billed correctly in accordance with this Agreement and the Provider Manual, or were Covered Services (including that such items and services were Medically Necessary).

5.5. Overpayments. Overpayment recovery shall be in accordance with Health Plan's Provider Manual and Providers shall refund Overpayments to Health Plan within 30 days (or such other timeframe as required by Laws or Program Requirements) of the Provider's receipt of notice from Health Plan of such Overpayments ("Notice Period") or Provider's knowledge of such Overpayment. This section regarding Overpayments shall survive expiration or termination of this Agreement. Health Plan shall not seek

repayment of an Overpayment from a Provider beyond the time period set forth in Health Plan's Provider Manual, unless a longer time is required or permitted by Laws or Program Requirements. Notwithstanding anything to the contrary herein, there shall be no deadline within which Health Plan may seek recovery of an Overpayment in a case of fraud.

5.5.1. Unless prohibited by Laws or Program Requirements, Contracted Provider, for itself and the Providers, authorizes Health Plan to offset Overpayments against any future payments due to Provider.

5.5.2. Except for offsets related to changes in Member eligibility, which shall not require notice prior to deducting Overpayments, Health Plan shall notify Providers that an offset against future payments will occur unless the Provider (a) refunds such amounts within the Notice Period, or (b) provides Health Plan with a written explanation of why the Overpayments should not be refunded along with any supporting documentation. If the Provider does not respond within the Notice Period, Health Plan shall deduct Overpayments from future payments.

5.5.3. If Provider disputes Overpayments within the Notice Period, Health Plan shall review the Provider's explanation and supporting documentation. Health Plan shall notify Provider of its decision to either uphold or overturn its initial determination that the payment at issue was an Overpayment. If Health Plan upholds its decision, the Overpayment will be offset against future payments unless prohibited by Law or Program Requirements.

5.6. Suspension of Payment. If DHHS suspends payments to a Provider while Governmental Authorities investigate a credible allegation of fraud (as determined by DHHS), then Health Plan may suspend the Provider and payments for Covered Services provided by the Provider during the period of the DHHS suspension of payments.

5.7. Health Plan Designees. With regard to administering Benefit Plans, Health Plan may delegate administrative functions to third parties, and Provider shall cooperate with such third parties to the same extent Provider is required to cooperate with Health Plan.

6. Records, Access & Audits.

6.1. Maintenance. Contracted Provider shall, and shall cause its Providers and subcontractors to, maintain operational, financial and administrative records, contracts, books, files, data, information, and other documentation related to the Covered Services provided to Members, claims filed, quality and cost outcomes, quality measurements and initiatives, and other services and activities conducted under this Agreement (collectively, "**Records**"). Contracted Provider shall ensure that such Records are kept in accordance with Laws, Program Requirements, generally accepted accounting principles (as applicable), and prudent record keeping practices and are sufficient to enable Health Plan to enforce its rights under this Agreement, including this section, and to determine whether Contracted Provider and its subcontractors and their respective employees are performing or have performed Contracted Provider's obligations in accordance with this Agreement, Laws and Program Requirements. Contracted Provider shall, and shall cause its subcontractors to, maintain such Records for the time period set forth in the applicable Program Attachment governing the Benefit Plan. Records that are under review or audit shall be retained until the completion of such review or audit if that date is later than the time frame indicated above.

6.2. Access & Audit. Health Plan shall have the right to monitor, inspect, evaluate and audit Contracted Provider, Providers, and their subcontractors. In connection with any monitoring, inspection, evaluation or audit, Contracted Provider shall, and shall cause Providers and its subcontractors to, provide Health Plan with access to all Records, personnel, physical facilities, equipment and other information

Provider becomes insolvent, is adjudicated as bankrupt, has its business come into possession or control of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of its creditors.

7.2.4. Transition of Care. To ensure that a transition is undertaken in an orderly manner that maximizes Member safety and continuity of care, upon expiration or termination of this Agreement for any reason except for immediate termination, Providers shall (a) continue providing Covered Services to Members through (1) the lesser of the period of active treatment for a chronic or acute medical condition or up to 90 days, (2) the postpartum period for Members in their second or third trimester of pregnancy, or (3) such longer period required by Laws or Program Requirements, and (b) cooperate with Health Plan for the transition of Members to other Participating Providers. The terms and conditions of this Agreement shall apply to any such post expiration or termination activities, provided that if a Provider is capitated, Health Plan shall pay the Provider for such Covered Services at 100 percent of Health Plan's then current rate schedule for the applicable Benefit Plans. The transition of care provisions in this Agreement shall survive expiration or termination of this Agreement.

7.2.5. Notification to Members. Upon expiration or termination of this Agreement, Health Plan will communicate such expiration or termination to Members as required by and in accordance with Laws and Program Requirements. Providers shall obtain Health Plan's prior written approval of Provider communications to Members regarding the expiration or termination of this Agreement. The foregoing sentence shall not prevent a Provider from engaging in communications with his patient regarding the patient's health.

8. Dispute Resolution.

8.1. Provider Administrative Review and Appeals. Where applicable, a Provider shall exhaust all Health Plan's review and appeal rights in accordance with the Provider Manual before seeking any other remedy. Where required by Laws or Program Requirements, administrative reviews and appeals shall be subject to and resolved in accordance with administrative law.

8.2. Except as prohibited by State Laws, all claims and disputes between Health Plan and a Provider related to this Agreement must be submitted to arbitration within one year of the act or omission giving rise to the claim or dispute, except for claims based on fraud, which must be brought within the State statute of limitation governing fraud claims. The failure to initiate arbitration within the foregoing time period will constitute waiver of such claims and disputes.

8.3. Negotiation. Before a Party initiates arbitration regarding a claim or dispute under this Agreement, the Parties shall meet and confer in good faith to seek resolution of the claim or dispute. If a Party desires to initiate the procedures under this section, the Party shall give notice (a "**Dispute Initiation Notice**") to the other providing a brief description of the nature of the dispute, explaining the initiating Party's claim or position in connection with the dispute, including relevant documentation, and naming an individual with authority to settle the dispute on such Party's behalf. Within 20 days after receipt of a Dispute Initiation Notice, the receiving Party shall give a written reply (a "**Dispute Reply**") to the initiating Party providing a brief description of the receiving Party's position in connection with the dispute, including relevant documentation, and naming an individual with the authority to settle the dispute on behalf of the receiving Party. The Parties shall promptly make an investigation of the dispute, and commence discussions concerning resolution of the dispute within 20 days after the date of the Dispute Reply. If a dispute has not been resolved within 30 days after the Parties have commenced discussions regarding the dispute, either Party may submit the dispute to arbitration subject to the terms and conditions herein.

8.4. Arbitration. Except as barred or excepted by this Agreement, all claims and disputes

necessary for Health Plan or its auditors to conduct the audit. Within three business days of Health Plan's written request for Records, or such shorter time period required for Health Plan to comply with requests of Governmental Authorities, Contracted Provider shall, and shall cause its subcontractors to, collect, compile, and prepare all such Records and furnish such Records to Health Plan in a format reasonably requested by Health Plan. Copies of such Records shall be at no cost to Health Plan.

6.3. The requirements of this Agreement regarding Records, access and audit shall survive expiration or termination of this Agreement.

7. Term and Termination.

7.1. Term. The term of this Agreement shall begin on the Effective Date and continue for a period of one year, and thereafter shall renew for successive periods of one year each unless a Party provides notice of nonrenewal to the other at least 90 days before the end of the then current (initial or renewal) term, unless and until the Agreement is terminated in accordance with the terms and conditions of the Agreement, including those in a Program Attachment.

7.2. Termination.

7.2.1. Termination for Convenience. Either Party may terminate this Agreement, in whole or with respect to any particular Program, Benefit Plan, or Covered Service, at any time for any reason or no reason upon 90 days prior notice to the other. Health Plan may terminate this Agreement as to any particular Provider at any time for any reason or no reason upon 90 days prior notice to Contracted Provider.

7.2.2. Termination for Cause.

(a) A Party may terminate this Agreement for material breach by the other Party of any of the terms or provisions of this Agreement by providing the other Party at least 90 days prior notice specifying the nature of the material breach. During the first 60 days of the notice period, the breaching Party may cure the breach to the reasonable satisfaction of the non-breaching Party.

(b) Health Plan may terminate this Agreement as to a particular Provider for a material failure by the Provider to comply with any of the terms or provisions of this Agreement by providing Contracted Provider at least 90 days prior notice specifying the nature of the material failure. During the first 60 days of the notice period, the affected Provider may cure the material failure to the reasonable satisfaction of Health Plan.

7.2.3. Immediate Termination. Health Plan may terminate this Agreement in its entirety, or with respect to a particular Provider, upon immediate notice to Contracted Provider upon the occurrence of any of the following: (a) termination is necessary for health and safety of Members, (b) a Provider suffers the loss, suspension or restriction of a license from a Governmental Authority or accreditation from an accreditation body required to carry out its obligations under this Agreement, including meeting the conditions of participation in applicable Programs, (c)(1) Contracted Provider becomes an Ineligible Person or voluntarily withdraws from participation in applicable Programs, or (2) another Provider becomes an Ineligible Person or voluntarily withdraws from participation in applicable Programs, and is not immediately terminated by Contracted Provider, (d) a Governmental Authority orders Health Plan to terminate the Agreement, (e) Health Plan reasonably determines or a Governmental Authority determines or advises that a Provider is engaging or has engaged in fraud or abuse, or has submitted a false claim, (f) a Provider fails to meet Credentialing Criteria, (g) a Provider fails to maintain insurance as required by this Agreement, (h) a Provider undergoes a change of control that is not acceptable to Health Plan, or (i) a

between the Parties shall be resolved by binding arbitration in Des Moines, Iowa. The arbitration shall be conducted through the American Arbitration Association ("**AAA**") pursuant to the AAA Commercial Arbitration Rules then in effect, subject to the following: Arbitration shall be commenced by completing and filing with AAA a Demand for Arbitration form in accordance with the Commercial Arbitration Rules setting forth a description of the dispute, the amount involved and the remedy sought, and sending notice of the demand to the opposing Party. The arbitration shall be held before a single arbitrator, unless the amount in dispute is more than $10 million, in which case it will be held before a panel of three arbitrators. In a case with a single arbitrator, the Parties shall select the arbitrator by agreement within 30 days of the date the Demand for Arbitration is filed, and if the Parties are unable to agree on the selection of an arbitrator within such time, AAA shall select an independent arbitrator. In the case of a panel, within 30 days of the date the Demand for Arbitration is filed each Party shall select an arbitrator, and the two arbitrators shall select the third arbitrator, and if the two arbitrators are unable to agree on the selection of a third arbitrator within such time, AAA shall select an independent third arbitrator. The arbitrator or panel may not certify a class or conduct class based arbitration. The decision of the arbitrator or panel shall be final and binding on the Parties. The award of the arbitrator or panel may be confirmed or enforced in any court having jurisdiction. Each Party shall assume its own costs related to the arbitration, including costs of subpoenas, depositions, transcripts, witness fees, and attorneys' fees. The compensation and expenses of the arbitrator and administrative fees or costs of the arbitration shall be borne equally by the Parties.

9. Miscellaneous.

9.1. Governing Law / Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa, except where Federal law applies, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate State or Federal court located in Des Moines, Iowa, in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement.

9.2. Waiver of Jury Trial. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

9.3. Equitable Relief. Notwithstanding anything in this Agreement, either Party may bring court proceedings to seek an injunction or other equitable relief to enforce any right, duty or obligation under this Agreement.

9.4. Independent Contractors. The Parties are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or an employment or agency relationship between the Parties. Neither Party has the right or authority to assume or create any obligation or responsibility on behalf of the other. Neither Party is liable for the acts of the other.

9.5. No Steering. For the term of this Agreement and for one year thereafter, Providers shall not engage in steering or otherwise directly or indirectly solicit any Member to join a competing health plan or induce any Member to cease doing business with Health Plan.

9.6. No Offshore Contracting. No work related to this Agreement may be performed outside of the United States without Health Plan's prior written consent.

9.7. The following applies to State plans: Contracted Provider shall not, and shall require Providers and their subcontractors not to, make any payments for items or services provided under a State plan to financial institutions or entities such as provider bank accounts or business agents located outside

of the States. Further Contracted Provider shall not, and shall require its Providers and their subcontractors not to, make payments to telemedicine providers located outside of the States, or payments to pharmacies located outside of the States. Any such funds paid may be recovered by Health Plan or a State Governmental Authority with applicable jurisdiction over a plan.

9.8. Third Parties. Except as otherwise provided in this Agreement, this Agreement is not a third party beneficiary contract and no provision of this Agreement is intended to create or may be construed to create any third party beneficiary rights in any third party, including any Member.

9.9. Notices. Except for non-material revisions to the Provider Manual, all notices required or permitted under this Agreement must be in writing and sent by (a) hand delivery, (b) U.S. certified mail, postage prepaid, return receipt requested, (c) overnight delivery service providing proof of receipt, (d) facsimile, or (e) regular U.S. mail, first-class postage prepaid, to the addresses of the Parties as set forth on the signature page. Each Party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery, except for regular U.S. mail, which shall be deemed delivered seven days after the date of mailing. Notice to Contracted Provider shall constitute notice to all Providers. Routine day to day operational communications between the Parties are not notices in accordance with this section.

9.10. Incorporation of Laws / Program Requirements / Accreditation Standards. All terms and conditions of this Agreement are subject to Laws, Program Requirements, and accreditation standards. Any term, condition or provision now or hereafter required to be included in the Agreement by Laws, Program Requirements, or accreditation standards shall be deemed incorporated herein and binding upon and enforceable against the Parties, regardless of whether or not the term, condition or provision is expressly stated in this Agreement. Health Plan may amend this Agreement upon notice to Contracted Provider to comply with Laws, Program Requirements, or accreditation standards, and such amendment shall be effective upon receipt.

9.11. Amendment. Except as otherwise set forth in this Agreement, any amendments to this Agreement shall be in writing and signed by both Parties. However, Health Plan may amend this Agreement upon 30 days prior notice to Contracted Provider, and if Contracted Provider objects to the amendment, Contracted Provider shall notify Health Plan of the objection within the 30 day notice period, and Health Plan may terminate this Agreement for convenience in accordance with this Agreement.

9.12. Assignment. Contracted Provider may not assign, delegate or transfer this Agreement, in whole or in part, without the prior written consent of Health Plan. Health Plan may assign this Agreement, in whole or in part, to any purchaser of the assets or successor to the operations of Health Plan or its Affiliate. As used in this section, the term "**assign**" or "**assignment**" includes a change of control of a Party by merger, consolidation, transfer, or the sale of the majority or controlling stock or other ownership interest in such Party.

9.13. Name, Symbol and Service Mark. The Parties shall not use each other's name, symbol, logo, or service mark for any purpose without the prior written approval of the other. However, (a) Providers may include Health Plan's or Benefit Plan names in listings of health plans the providers participate in, and (b) Health Plan may use information about Providers in information or publications identifying Participating Providers or as required by Laws or Program Requirements. Providers shall provide comparable treatment to Health Plan as provided to other managed care organizations with respect to marketing or the display of cards, plaques or other logos provided by Health Plan to identify Participating Providers to Members.

9.14. Other Agreements. If a Provider participates as a Participating Provider under more than

one agreement with Health Plan for a particular Program, Health Plan will compensate the Provider for Covered Services it provides to Members of Benefit Plans in that Program under the agreement selected by Health Plan.

9.15. Health Plan Affiliates. If a Provider renders covered services to a member of a benefit plan issued or administered by a Health Plan Affiliate, the Health Plan Affiliate may pay for such covered services, and the Provider shall accept, the applicable out of network rates paid by the Health Plan Affiliate for the member's benefit plan. A list of Health Plan Affiliates is available in the Provider Manual or on Health Plan's provider website. There shall be no joint liability between or among Health Plan and its Affiliates.

9.16. Force Majeure. The Parties shall have and maintain disaster recovery plans in accordance with high industry standards. However, if either Party's performance under this Agreement is prevented, hindered or delayed by reason of any cause beyond the Party's reasonable control that cannot be overcome by reasonable diligence, including war, acts of terrorism, civil disorders, labor disputes (other than strikes within such Party's own labor force), governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such Party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuances of such cause; and such Party's obligations hereunder shall be excused so long as and to the extent that such cause prevents or delays performance. If a Provider is unable to perform under this Agreement due to an event as described in this paragraph, Health Plan may take whatever action is reasonable and necessary under the circumstances to ensure its compliance with Laws and Program Requirements and equitably adjust payments to the Provider until the Provider resumes its performance under this Agreement.

9.17. Severability. When possible, each provision of this Agreement shall be interpreted in such manner as to be effective, valid and enforceable under Laws. If any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under Laws, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of this Agreement.

9.18. Waiver. No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

9.19. Entire Agreement. This Agreement, including the Attachments each of which are made a part of and incorporated into this Agreement, the Provider Manual and any addenda or amendments comprises the complete agreement between the Parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter of this Agreement.

9.20. Headings. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision of it.

9.21. Interpretation. Both Parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a Party's favor on the basis that the other Party drafted the provision containing the ambiguity.

9.22. Survival. Any provision of this Agreement, including an Attachment, that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

9.23. Rights Cumulative. Except as set forth herein, all rights and remedies of a Party in this Agreement are cumulative, and in addition to all legal rights and remedies available to such Party.

9.24. Counterparts / Electronic Signature. This Agreement may be executed in any number of counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

9.25. Warranties and Representations. Each Party warrants and represents, as of the Effective Date and continuously thereafter throughout the entire term of this Agreement and during the post expiration or termination transition period described herein, as follows:

9.25.1. The Party is a corporation or other legally recognized entity duly incorporated or organized, validly existing and in good standing under the laws of the State in which it is incorporated, organized or operating and it has the authority to transact business in each State in which it operates.

9.25.2. The Party has the corporate or company power and legal authority to, and has taken all necessary corporate or other action on its part to, authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

9.25.3. This Agreement has been duly executed and delivered by the Party, and constitutes a legal, valid, and binding agreement that is enforceable against such Party in accordance with its terms, except as limited by applicable bankruptcy, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights.

9.25.4. The execution and delivery of this Agreement and the performance of the Party's obligations hereunder do not (a) conflict with or violate any provision of the Party's organizational documents or Laws, or (b) conflict with, or constitute a default under, any contractual obligation of the Party.

The following Attachments are incorporated into and made a part of this Agreement:

Attachment A - Provider Specific Requirements/Covered Services/Information
Attachment B - Program Attachments
Attachment C – Compensation

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, with the intent to be legally bound, have caused this Agreement to be duly executed and effective as of the Effective Date.

Health Plan:

WellCare of Iowa, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Contracted Provider:

_____

By: _____

Print Name: _____

Title: _____

Date: _____

TIN: _____

Health Plan Notice Address:

855 East Court Avenue, Suite 4

Des Moines, IA 50309

ATTN: Network Development

Contracted Provider Notice Address:

_____

_____

ATTN: _____

Fax: _____

Email: _____

FOR HEALTH PLAN USE ONLY

Effective Date: _____

(To be completed by Health Plan following approval of Contracted Provider as a Health Plan participating provider, which approval is subject to credentialing but not limited thereto. Any attempt by Contracted Provider to fill in an effective date shall have no force or effect.)

ATTACHMENT A-1
PROVIDER SPECIFIC REQUIREMENTS / COVERED SERVICES
(ANCILLARY/MEDICAL FACILITY)

Subject to and in accordance with the terms of this Agreement, applicable Laws, and Program Requirements, Contracted Provider shall provide or arrange for the provision of all Covered Services that are ancillary or facility based health care items or services available from the Providers that are within the scope of their medical or professional licenses or certifications. In addition, Contracted Provider shall provide or arrange for the provision of the following Home and Community Based Services ("HCBS") Covered Services within the scope of its and its Providers' medical or professional licenses or certifications.

By initialing below, Contracted Provider agrees to provide or arrange for the provision of the following HCBS Covered Services:

Adaptive Devices _____	Counseling _____	In-Home Family Therapy _____	Respite: Specialized _____
Adult Day Care _____	Day Habilitation _____	Interim Medical Monitoring & Treatment _____	Senior Companion _____
Assistive Devices _____	Emergency Response _____	Mental Health Outreach _____	Specialized Medical Equipment _____
Assisted Living _____	Family & Community Support _____	Nursing _____	Supported Community Living (SCL) _____
Behavioral Programming _____	Family Counseling & Training _____	Nutritional Counseling _____	Residential-Base SCL for children _____
Chore _____	Home Delivered Meals _____	Prevocational Services _____	Therapeutic Resources _____
Consumer Choices Option _____	Home Health Aide _____	Respite: Basic Individual _____	Supported Employment _____
CDAC _____	Homemaker _____	Respite: Group _____	Transportation _____

ATTACHMENT A-2
INFORMATION FOR CONTRACTED PROVIDER / PRINCIPALS

1. Contracted Provider is a _____

2. The Principals of Contracted Provider are:

NAME	ADDRESS	PERCENT OWNERSHIP	TITLE	DATE

ATTACHMENT A-3
INFORMATION FOR PROVIDERS

Contracted Provider shall provide the following information for (1) Contracted Provider, (2) each other Provider and (3) each of their respective medical facilities:

- Name
- Address
- E-mail address
- Telephone and facsimile numbers
- Professional license numbers
- Medicare/Medicaid ID numbers
- Federal tax ID numbers
- Completed W-9 form
- National Provider Identifier (NPI) numbers
- Provider Taxonomy Codes
- Area of medical specialty
- Age restrictions (if any)
- Area hospitals with admitting privileges (where applicable)
- Whether Providers are employed or subcontracted with Contracted Provider using the designation "E" for employed or "C" for subcontracted.
- For a subcontracted Provider, whether its Providers are employed or contracted with the subcontracted Provider using the designation "E" for employed or "C" for contracted.
- Office contact person
- Office hours
- Billing office
- Billing office address
- Billing office telephone and facsimile numbers
- Billing office email address
- Billing office contact person

ATTACHMENT A-4
FORM OF OPT IN AGREEMENT
(SUBCONTRACTED PROVIDER)

THIS OPT IN AGREEMENT ("**Opt In Agreement**") is made by and between Health Plan and the subcontracted Provider identified below ("**Subcontractor**").

WHEREAS, Health Plan and _____ ("**Contracted Provider**") are Parties to the Participating Provider Agreement (as now or hereafter amended, the "**PPA**"); and

WHEREAS, Subcontractor is a subcontracted Provider under the PPA and will receive substantial benefits from the PPA;

NOW, THEREFORE, in consideration of those benefits and Health Plan entering into the PPA and this Opt In Agreement, Subcontractor agrees to the following:

1. Subcontractor has reviewed the PPA. The PPA is made a part of and incorporated into this Opt In Agreement. Capitalized terms not defined in this Opt In Agreement have the same definition as given in the PPA.

2. Subcontractor agrees to the terms and conditions of the PPA. Wherever in the PPA an action is required to be taken by Contracted Provider or a Provider, Subcontractor agrees to perform such action. Wherever in the PPA any representation or warranty is made by Contracted Provider or a Provider, Subcontractor agrees to comply with such representation or warranty.

3. Any obligation of Subcontractor in this Opt In Agreement or the PPA shall apply to Subcontractor's Providers to the same extent that it applies to Subcontractor. Subcontractor shall maintain and enforce internal policies and procedures or written agreements with its employed Providers that are consistent with and require adherence to the terms and conditions of this Opt In Agreement and the PPA. Subcontractor has the authority to bind its subcontracted Providers to this Opt In Agreement and PPA, and shall require the timely and faithful performance of this Opt In Agreement and the PPA by its subcontracted Providers.

4. Subcontractor hereby grants to Contracted Provider a power of attorney, coupled with an interest, to represent and bind Subcontractor in connection with all matters related to the PPA and this Opt In Agreement including granting any waivers of any of the terms of the PPA and this Opt In Agreement, and entering into any amendments or modifications of the PPA or this Opt In Agreement.

5. Subcontractor shall not assign any of its rights or delegate any of its duties or obligations under this Opt In Agreement or the PPA, in whole or in part, without the prior written consent of Health Plan.

6. If the PPA is terminated for any reason or Contracted Provider goes out of business, ceases operations or becomes insolvent, then Subcontractor: (a) for at least six months, shall continue to provide Covered Services to Members, subject to and in accordance with the terms and conditions of the PPA and this Opt In Agreement, (b) shall accept compensation from Health Plan for such Covered Services at the fee for service rates set forth in the PPA for the applicable Benefit Plans or, if the PPA does not include fee for service rates, at 100 percent of Health Plan's then current fee for service rates for the applicable Benefit Plans, and (c) after six months, may terminate its continuing participation under the PPA and this Opt-In Agreement upon 90 days prior notice to Health Plan.

7. In no event including nonpayment by Health Plan, Health Plan's insolvency or breach of the PPA or

this Opt In Agreement, shall Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons other than Health Plan acting on any Member's behalf, for amounts that are the legal obligation of Health Plan. This provision (a) shall be construed for the benefit of Members, (b) does not prohibit collection of Member Expenses where lawfully permitted or required, and (c) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Subcontractor and Members or persons acting on their behalf.

8. This Opt In Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa, except where Federal law applies, without regard to principles of conflict of laws.

9. Any dispute with respect to this Opt In Agreement or the PPA or Subcontractor's performance under this Opt In Agreement or PPA shall be subject to and resolved in accordance with the dispute resolution procedures in the PPA.

10. Subcontractor warrants and represents the Providers listed on the attached schedule are included in and subject to this Opt In Agreement and Subcontractor has the power and legal authority to, and has taken all necessary corporate or other action to, authorize the execution and delivery of this Opt In Agreement and the performance of its obligations hereunder and in accordance with the PPA.

The undersigned Subcontractor, with the intent to be legally bound, hereby agrees and accepts the terms of this Opt In Agreement by signing below.

Subcontractor:

Entity Name (if applicable):

_____

By: _____

Print Name: _____

Title: _____

Date: _____

TIN: _____

OPT IN AGREEMENT
SCHEDULE OF PROVIDERS

The following Providers are included in and subject to the attached Opt In Agreement and the PPA (attach additional sheets as necessary):

Name: Date:

ATTACHMENT B
PROGRAM ATTACHMENTS

(See following attachments)

ATTACHMENT B-1
IOWA MEDICAID AND CHIP
PROGRAMS ATTACHMENT

1. Participation in Iowa Contract. Subject to and in accordance with the terms of the Agreement, including this Attachment, Contracted Provider agrees to participate in Health Plan's provider networks and render Covered Services to Members pursuant to the Benefit Plan offered or administered by Health Plan for the Programs in accordance with the Iowa Contract.

2. Compensation for Covered Services provided to Members of Benefit Plans under the Iowa Contract is set forth in Attachment C.

3. Additional Definitions. As defined in the Iowa Contract, Definitions Section:

   a. "**Critical Incident**" as defined by the Iowa Contract and/or by the DHS.

   b. "**DHS**" means State of Iowa Department of Human Services.

   c. "**Emergency Medical Condition**" means a physical or behavioral condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; or (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

   d. "**Emergency Services**" means covered inpatient and outpatient services that are as follows: (i) furnished by a provider that is qualified to furnish these services; and (ii) needed to evaluate or stabilize an Emergency Medical Condition.

   e. "**Iowa Contract**" or "**IC**" means the Contract between the DHS and Health Plan, and includes, without limitation, the collective documentation, exhibits, schedules, amendments, and addendums containing the terms, conditions and requirements to implement the Benefit Plan such as the General Terms, Special Terms (SOW) and Special Contract Attachments.

   f. "**Medically Necessary**" or "**Medical Necessity**" means those Covered Services that are, under the terms and conditions of the Iowa Contract, determined through Health Plan utilization management to be: (1) Appropriate and necessary for the symptoms, diagnosis or treatment of the condition of the Member; (2) Provided for the diagnosis or direct care and treatment of the condition of the Member enabling the Member to make reasonable progress in treatment; (3) Within standards of professional practice and given at the appropriate time and in the appropriate setting; (4) Not primarily for the convenience of the Member, the Member's physician or other provider; and (5) The most appropriate level of Covered Services, which can safely be provided.

   g. "**Member**" means an individual enrolled in a Benefit Plan issued by Health Plan pursuant to the Iowa Contract.

   h. "**Post-Stabilization Care Services**" means, in accordance with 42 C.F.R. § 438.114(a), Covered Services, related to an Emergency Medical Condition, that are provided after a Member is stabilized in order to maintain, improve or resolve the Member's stabilized condition. This includes all medical and behavioral health services that may be necessary to assure, within reasonable medical

probability, that no material deterioration of the Member's condition is likely to result from, or occur during, discharge of the Member or transfer of the Member to another facility. **[I.C. SOW 3.2.5.4]**

i. "**Programs**" mean the Iowa Medicaid, Iowa Health and Wellness Plan and Healthy and Well Kids in Iowa (hawk-i) programs for the Iowa Medicaid and CHIP populations.

j. "**State**" means the state of Iowa.

4. All provisions of the Agreement and this Attachment are cumulative. All provisions shall be given effect when possible. If there is inconsistent or contrary language between this Attachment and any other part of the Agreement, the provisions of this Attachment shall prevail with respect to the Program described in this Attachment. Any obligation of Contracted Provider in this Attachment shall apply to Providers. Contracted Provider agrees to include the terms and conditions contained herein in its contracts with Providers. This Attachment may be updated as required by the Iowa Contract, DHS or other Governmental Authority.

5. Provision of Services. Contracted Provider agrees that all applicable terms and conditions in the Iowa Contract, any incorporated documents, and all applicable State and federal laws, as amended, including, without limitation 42 C.F.R. § 434.6, govern Contracted Provider's duties and responsibilities with regard to the provision of services to Members. **[I.C. SOW 6.1.2]**

6. Emergency Services. Providers shall not be required to seek prior authorization for Emergency Services before the Member has been stabilized. Once a Member who receives Emergency Services is stabilized, the Provider shall seek prior authorization for Post-Stabilization Care Services for the Member in accordance with the Provider Manual. **[I.C. SOW 3.2.5]**

7. Covered Population. The covered population includes Health Plan's Members covered under the Iowa Contract.

8. Unique Identifier. Providers who are physicians shall have a unique identifier in compliance with 42 U.S.C. § 1396u-2(d)(4). **[I.C. SOW 2.5.15; 13.4.3]**

9. NPI. All Providers that submit claims to Health Plan shall have a national provider identifier (NPI) number; this requirement shall be consistent with 45 C.F.R. § 162.410. **[I.C. SOW 13.4.3]**

10. Deficit Reduction Act. In accordance with Section 6032 of the Deficit Reduction Act of 2005 ("DRA"), Contracted Provider shall, and shall require the other Providers to, comply with Health Plan's Fraud and Abuse Prevention Policy, as revised from time to time by Health Plan, and as otherwise may be required under the Iowa Contract.

11. Physician Incentive Plan Programs. The Parties shall comply with the requirements of the Physician Incentive Plan (PIP) regulations contained in 42 C.F.R. § 438.6(h), 42 C.F.R. §§ 422.208 and 422.210. No specific payment will be made directly or indirectly as an inducement to reduce or limit Medically Necessary services furnished to a Member. Contracted Provider shall provide any physician incentive plan information in an accurate and timely manner to Health Plan in the format requested by Health Plan. As applicable, Contracted Provider agrees to incorporate the requirements of the PIP regulations and this provision into its agreements with any persons/entities for the provision of services under this Agreement. **[42 C.F.R. 417.479, 422.208, 210]**

12. Maintenance of Records. Contracted Provider shall maintain an adequate medical record system which includes a complete medical record for each Member in accordance with State laws and regulations. In addition, Contracted Provider will maintain a medical records system which maintains inactive medical records. Contracted Provider must document all medical services that the Member receives in accordance with all applicable laws and consistent with utilization control requirements in 42 C.F.R. § 456. Contracted Provider must maintain Members' medical records in a detailed and comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and medical audit processes and facilitates an accurate system for follow-up treatment. Contracted Provider will maintain methods and procedures that guarantee each Member the right to request and receive a copy of his or her medical records. Medical records must be legible, signed, dated and maintained in accordance will all applicable Laws. Contracted Provider will maintain financial records pertaining to this Agreement, including all claims records, and accounting records for seven (7) years following the end of the federal fiscal year during which the Iowa Contract is terminated or when all State and federal audits of the Iowa Contract have been completed, whichever is later. Contracted Provider shall maintain records that fully disclose the extent of services provided to individuals under the Iowa Contract for a period of seven (7) years, or for the duration of contested case proceedings, whichever is longer, from the date of service of the Member. In the case of a minor patient or client, for a period consistent with that established by Iowa Code. **[I.C. SOW 2.4; 6.1.9; IAC 441-88.9(2); IAC 614]**

13. Response to Record Requests. Contracted Provider shall furnish duly authorized and identified agents or representatives of the State and federal governments, including but not limited to, the DHS, the Secretary of the Department of Health and Human Services ("DHHS"), the DHHS Office of the Inspector General ("OIG"), or the Iowa Medicaid Fraud Control Unit ("MFCU), and Health Plan with such information as they may request regarding payments claimed for Medicaid services. The Contracted Provider must timely provide copies of the requested records within ten (10) business to the agency, the agency's designee (including Health Plan) or MFCU from the date of the request, unless the agency or MFCU sets, at its sole discretion, a period greater than 10 days. If such original documentation is not made available as requested, Contracted Provider, must provide transportation, lodging and subsistence at no cost, for all State and/or Federal representatives to carry out their audit functions at the principal office of Contracted Provider (or Contracted Provider's other locations, as applicable). Additionally, Contracted Provider agrees to grant the DHS, DHHS, OIC, MFCU and/or Health Plan access during regular business hours to examine health service and financial records related to a health service billed to the program. The DHS will notify Health Plan no less than twenty-four (24) hours before obtaining access to a health service or financial record. **[I.C. SOW 2.4.3; 42 C.F.R. 434.6, 438.6]**

14. Confidentiality of Member Records. Contracted Provider agrees in accordance with 42 C.F.R. § 438.224, that all Member medical records, as well as any other health information that contains individually identifiable health information, is used and disclosed in accordance with the privacy requirements set forth in HIPAA, including confidentiality of family planning services. Contracted Provider further agrees to protect and maintain the confidentiality of mental health information and to release mental health information only as allowed by Iowa Code § 228 and to release substance use disorder information only in compliance with policies set forth in 42 C.F.R. Part 2 and other applicable State and federal law and regulations. Contracted Provider agrees to notify Health Plan within one (1) day upon discovery of a non-HIPAA –related breach. **[I.C. SOW 2.15]**

15. Business Transaction Disclosures. Contracted Provider shall provide full disclosure of significant business transactions as set forth in 42 C.F.R. § 455.105. Contracted Provider shall submit, within thirty-five (35) days of a request made by DHS or Health Plan, full and complete information about: (i) the ownership of any subcontractor with whom the Contracted Provider has had business transactions

totaling more than $25,000 during the twelve (12) month period ending on the date of the request; and (ii) any significant business transactions between the Contracted Provider and any wholly owned supplier, or between the Contracted Provider and any subcontractor, during the five (5) year period ending on the date of the request. In addition, Contracted Provider agrees to provide these disclosures to Health Plan at any time, upon Health Plan's request within the time requested by Health Plan in order for Health Plan to meet its requirements under the Iowa Contract. **[I.C. SOW 2.5.10]**

16. Ownership Disclosures. Contracted Provider shall make full disclosure of ownership, management and control information for the Contracted Provider, any subcontracting entities or Providers as required by 42 C.F.R. §§ 455.100 through 455.106. This information shall be delivered to Health Plan upon execution of this Agreement, and to Health Plan or DHS within thirty-five (35) days after any change in ownership. In addition, Contracted Provider agrees to provide these disclosures to Health Plan at any time, upon Health Plan's request within the time requested by Health Plan in order for Health Plan to meet its requirements under the Iowa Contract. **[I.C. SOW 2.5.9, 12.8 & 12.9]**

17. Cost Sharing and Member Liability. In accordance with Iowa Administrative Code r. 191-40.18(514B), Contracted Provider, and/or its assignee or subcontractor, hereby agrees that in no event, including, but not limited to nonpayment by the State to Health Plan or nonpayment by Health Plan, Health Plan's insolvency or breach of this Agreement, shall Contracted Provider, or its assignee or subcontractor, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or persons, other than the Health Plan, acting on their behalf for services provided pursuant to this Agreement. This provision shall not prohibit collection of supplemental charges or copayments on Health Plan's behalf made in accordance with the terms of the agreement between Health Plan and Members. In compliance with 42 U.S.C. § 1396u-2(b)(6), Contracted Provider shall not bill Members for Covered Services any amount greater than would be owed in the entity provided the services directly (i.e., no balance billing by Providers). Contracted Provider, or its assignee or subcontractor, further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member and that (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Members or persons acting on their behalf. **[IAC 191-40.18(514B); I.C. SOW 2.2.6; 3.2.15.3]**

18. Member Costs. Members shall not be required to pay for missed appointments. Members are not required to pay for Covered Services except to the extent of the Member Expenses set forth in the Benefit Plan and the Iowa Contract. Contracted Provider shall not deny care or services to any Member because of his or her inability to pay the copayment. **[I.C. SOW 3.2.15.3 & 5.3.5]**

19. Health Plan Organization Requirements. Health Plan shall not prohibit Provider from or penalize Provider for discussing treatment options with Members, irrespective of Health Plan's position on the treatment options, or from advocating on behalf of Members within the utilization review or grievance processes established by Health Plan or a person contracting with the Health Plan. Health Plan shall not penalize Provider because the Provider, in good faith, reports to State or federal authorities any act or practice by the Health Plan that, in the opinion of the Provider, jeopardizes patient health or welfare. **[IAC 191-40.22(1) & (2) (514B)]**

20. Continuation of Benefits. Continuation of benefits shall be in accordance with Iowa laws and the Iowa Contract. Upon the termination of the Agreement, except if the termination is for cause by Health Plan, Contracted Provider agrees to continue to provide care for non-pregnant Members who are undergoing a course of treatment for ninety (90) days, or if sooner, upon completion of the prescribed treatment plan. Contracted Provider agrees to continue to provide care to pregnant Members in their second or

third trimester of pregnancy through postpartum care related to the child birth and delivery, which shall also include the post-partum visit. **[I.C. SOW 6.1.2; IAC 514C.14 & 514C.17]**

21. Prompt Payment. Health Plan shall either accept or pay or deny a Clean Claim for Covered Services under the Benefit Plan within 30 days after Health Plan's receipt of such claim. Health Plan shall have 30 days after the receipt of a claim to request electronically or in writing additional information to establish a Clean Claim. Health Plan's notice for additional information shall include a full explanation of the information necessary to establish a Clean Claim. **[IAC 191-15.32(2); I.C. SOW 13.4.6]]**

22. Provider Preventable Conditions. No payment will be made for provider-preventable conditions, as identified by the Iowa Contract, or applicable federal or State law, as any may be amended. Contracted Provider agrees to comply with the reporting requirements of 42 C.F.R. § 447.26(d) as a condition of payment. **[42 C.F.R. 434.6, I.C. SOW 10.5.1; 10.5.2]**

23. Coordination of Benefits. Contracted Provider agrees to identify third party liability coverage, including without limitation, Medicare and long-term care insurance as applicable, and except as otherwise required, seek such third party liability payment before submitting claims to Health Plan. **[I.C. SOW 6.1.2]**

24. Claim Submission. Contracted Provider shall submit claims, which do not involve a third party payer, within ninety (90) days of the date of services. Upon termination or expiration of the Agreement, Contracted Providers shall supply all information necessary for reimbursement of any outstanding medical claims. **[I.C. SOW 6.1.2; 42 C.F.R. 434.6]**

25. Nondiscrimination. Health Plan will not discriminate for the participation, reimbursement or indemnification of Providers acting within the scope their license solely on the basis of that license or certification and will not discriminate against Providers who serve high-risk populations or specialize in conditions that require costly treatment. **[42 C.F.R. 438.12, 42 C.F.R. 438.214]**

26. FQHCs / RHCs. If Contracted Provider is an FQHC or RHC, this Agreement provides for reimbursement for the FQHC RHC at the Prospective Payment System (PPS) rate in effect on the date of service for each encounter. **[I.C. SOW 6.3.7]**

27. Timely Access. Contracted Provider must meet the Iowa Contract timely access to care and services standards. Contracted Provider must meet the hours of operation and appointment time requirements set forth in the Iowa Contract and Health Plan's Provider Manual. Contracted Provider agrees to maintain hours of operation for Members no less than hours of operation offered to commercial enrollees or comparable to other Medicaid fee-for-service enrollees. Contracted Provider shall be available to Members twenty-four (24) hours a day, seven (7) days a week as required by the Iowa Contract and Contracted Provider acknowledges that Health Plan shall implement corrective actions for Providers identified through the audit as failing to meet this standard. **[I.C. SOW 6.1.1, 14.4.2, Exhibit B]**

28. Additional Requirement for Hospital Providers. If Contracted Provider is a hospital, Contracted Provider agrees to provide Member reports of admissions and discharges in order for Health Plan to meet its requirements under the Iowa Contract. **[I.C. SOW 6.1.2]**

29. Provider-Patient Relationship. Health Plan agrees that it will not prohibit or otherwise restrict Contracted Provider from advising or advocating on behalf of a Member who is his or her patient regarding: (i) the Member's health status; (ii) medical, behavioral health, or long-term care treatment options, including any alternative treatment that may be self-administered; (iii) any information the

Member needs in order to decide among all relevant treatment options; (iv) the risks, benefits and consequences of treatment or non-treatment; or (v) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. **[I C. SOW 6.1.5]**

30. Critical Incidents. Contracted Provider shall and shall require its employees and Providers to (i) report Critical Incidents; (ii) respond to Critical Incidents; (iii) document Critical Incidents; and (iv) to cooperate with any investigation conducted by Health Plan or an outside agency. **[I.C. SOW 10.4.2]**

31. Excluded Persons. Contracted Provider agrees that it will not execute any agreement with providers who have been excluded from participation in the Medicare, Medicaid, and/or CHIP Programs pursuant to Sections 1128 or 1156 of the Social Security Act or who are otherwise not in good standing with a State's Medicaid program or the Medicare program. Contracted Provider agrees to disclose the identity of any person excluded or who may be excluded to Health Plan immediately upon Contracted Provider's knowledge. Contracted Provider shall disclose the identity of any person described in 42 C.F.R. § 1001.1001(a)(1). Health Plan must abide by any direction provided by the DHS regarding whether or not to permit a Provider for participation in Health Plan's network. If any person who has ownership or control interest in Contracted Provider, or who is an agent or managing employee of Contracted Provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid, or the Title XXI Services program, or if DHS or Health Plan determines that Provider did not fully and accurately make any disclosure required pursuant to 42 C.F.R. § 1001.1001(a)(1), then Health Plan shall not permit the Provider into the provider network. **[I.C. SOW 2.2.4, 2.6, & 6.1.3.2]**

32. Laboratory Services. If Contracted Provider is an entity that provides laboratory services, it agrees to comply with the provisions of the Clinical Laboratory Improvement Amendments of 1988 (CLIA), Public Law 100-578, and implementing federal regulations published at 42 C.F.R. Part 493 as amended. Payment shall not be afforded for services provided by an enrolled Medicaid provider supplying laboratory services that fails to meet these requirements. For the purposes of this rule, laboratory services are defined as services to examine human specimens for the diagnosis, prevention or treatment of any disease or impairment of, or assessment of, the health of human beings. **[IAC 441-79.13(249A)]**

33. Obligation to Suspend Payment to Providers. Health Plan, in compliance with 42 C.F.R. § 455.23 and the Iowa Contract, shall suspend payments to a provider after DHS determines that there is credible allegation of fraud for which an investigation is pending under the Medicaid program against an individual or entity unless DHS or law enforcement (including, but not limited to, the Medicaid Fraud Control Unit) has identified in writing good cause for not suspending payments or to suspend payments only in part. Health Plan will comply with the applicable provisions of 42 C.F.R. § 455.23 and the Iowa Contract when implementing this provision. **[I.C. SOW 12.7]**

34. Termination of Providers. Health Plan shall comply with all requirements for provider disenrollment and termination as required by 42 C.F.R. § 455.416. **[I.C. SOW 12.10]**

35. Enroll In State Medicaid Program. All Providers participating under this Agreement must first enroll with State Medicaid. **[I.C. SOW 6.1.2]**

36. Certification Regarding Lobbying. Contracted Provider certifies that no federal appropriated funds have been paid or will be paid on behalf of the Contracted Provider or any subcontractor or Provider to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension,

continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the Iowa Contract, grant loan, or cooperative agreement, Contracted Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. **[I.C. § 2.14.3.1 & 2.14.3.2]**

37. Additional Requirements for Home and Community-Based Service (HCBS) Providers. If Contracted Provider and/or any Providers participate in Health Plan's HCBS Program ("HCBS Provider"), they shall ensure non-institutional Long Term Services and Support are provided in settings that comport with the CMS home and community-based setting requirements as defined in regulations at 42 C.F.R. § 441.301(c)(4) and 42 C.F.R. § 441.710(a). In accordance with 42 C.F.R. § 441.301(b)(1), Contracted Provider shall ensure that waiver services are not furnished to individuals who are inpatient in a hospital, nursing facility, institution for mental diseases, or IDF/ID. Contracted Provider and its Providers further agree:

    a. HCBS Provider shall provide at least thirty (30) days advance notice to Health Plan when no longer willing or able to provide services to a Member and HCBS Provider agrees to cooperate with the Member's care coordinator to facilitate a seamless transition to an alternate provider;
    b. If an HCBS Provider change is initiated for a Member, regardless of any other provision in the Agreement, the transferring HCBS Provider shall continue to provide services to the Member in accordance with the Member's plan of care until the Member has been transitioned to a new Provider, as determined by Health Plan, or as otherwise directed by the Health Plan, which may exceed thirty (30) days from the date of notice to the Health Plan;
    c. HCBS Provider shall immediately report any deviations from a Member's service schedule to the Member's care coordinator;
    d. The HCBS Provider shall comply with the critical incident reporting requirements set forth in the Iowa Contract; and
    e. The HCBS Provider shall comply with all child and dependent adult abuse reporting requirements.

[I.C. SOW 3.2.11.2.12 & 6.1.2.2]

38. Additional Requirements for Nursing Facility Providers. If Provider is a nursing facility, Provider agrees as follows:

    a. To promptly notify Health Plan of a Member's admission or request for admission to the nursing facility as soon as the facility has knowledge of such admission or request for admission;
    b. To notify Health Plan immediately if the nursing facility is considering discharging a Member and to consult with the Member's care coordinator;
    c. To notify the Member and/or the Member's representative (if applicable) in writing prior to discharge in accordance with State and Federal requirements;
    d. That the Member Expense is set forth in the Member's Benefit Plan and communicated to Provider in accordance with Health Plan's Provider Manual. Provider agrees to collect the Member Expense from the Members;
    e. To notify Health Plan of any change in a Member's medical or functional condition that could impact the Member's level of care eligibility for the currently authorized level of Covered Services;
    f. To comply with federal Preadmission Screening and Resident Review (PASRR) requirements to provide or arrange to provide or arrange to provide specialized services and all applicable Iowa law governing admission, transfer and discharge polices; and
    g. If Provider nursing facility is involuntarily decertified by the State or CMS, this Agreement will

automatically be terminated in accordance with federal requirements.

[I.C. SOW 6.1.2.1]

ATTACHMENT C
COMPENSATION

(See following attachments)

ATTACHMENT C-1
IOWA MEDICAID/CHIP COMPENSATION
(ANCILLARY/MEDICAL FACILITY)
(FEE FOR SERVICE)

1. The compensation rates set forth in this Attachment apply for Benefit Plans under the Iowa Contract. Compensation shall be subject to and in accordance with the terms and conditions of the Agreement, including this Attachment.

2. Compensation. Fee for service compensation for Covered Services provided to Members shall be the lesser of the Provider's usual and customary billed charges, or the following, less Member Expenses:

   a. Ancillary/Medical Facility:

      100% - One hundred percent of Health Plan's Medicaid rate schedule, based on the current Iowa Medicaid fee for service rate as published or otherwise established by DHS on the date the Covered Services are rendered, as adjusted in this Attachment.

   b. HCBS:

      100% - One hundred of Health Plan's Medicaid rate schedule, based on the current Iowa Medicaid fee for service rate as published or otherwise established by DHS on the date the Covered Services are rendered, as adjusted in this Attachment.

   c. In the event that a Covered Service is not listed on Iowa's Medicaid fee for service schedule, then Health Plan will reimburse at the current Iowa Medicaid rate, on the date the Covered Services are rendered, as adjusted in this Attachment.

3. Iowa Payment Rules. Health Plan follows Iowa Medicaid guidelines regarding modifiers and only reimburses modifiers reimbursed by Iowa Medicaid. Health Plan may apply current Iowa Medicaid payment rules, policies and guidelines related to Provider's claims.

4. Provider Type. The rate paid herein shall be adjusted for Provider and/or Covered Service type delivered. The amount of compensation is based on the treating Provider's licensure and Health Plan's credentialing requirements for that discipline, not on the Provider's academic credentials. For example, a Provider who is a licensed clinical social worker (LCSW) will be paid at the rate for LCSWs, regardless of whether the LCSW has an advanced degree.

5. Payment of compensation is subject to coordination of benefits and subrogation activities and adjustments.

6. Health Plan shall process claims and pay or deny a Clean Claim within 30 days of its receipt of the Clean Claim. The date of receipt of a Clean Claim shall be the date Health Plan receives the Clean Claim electronically, or for paper claims as indicated by Health Plan's date stamp on the Clean Claim. The date of payment shall be the date of the electronic funds transfer, check or other form of payment.

7. Health Plan may automatically update Health Plan's Medicaid rate schedules without notice to Contracted Provider or amendment to the Agreement to include successor code numbers for the same services or delete retired codes, as such are revised or implemented by the DHS. Health Plan will include in Health Plan's Medicaid rate schedules those Covered Services and corresponding rates that are not included in the DHS's Iowa Medicaid rate schedule published on the DHS's website. Health

Plan's Medicaid rate schedule shall also be adjusted without need for amendment to account for payments Provider may receive from other sources, including a Governmental Authority, such as supplemental payments, so that Provider is not in effect paid twice for the same Covered Service.

8. Health Plan will implement and prospectively apply changes to Health Plan's Medicaid rate schedules based on the DHS's Iowa Medicaid rate changes (a) on the DHS's Iowa Medicaid effective date, if the DHS publishes the rate change or if not published, Health Plan is otherwise in receipt of DHS supporting documentation of the current rate ("Documented DHS Rate") at least 45 days prior to the Iowa Medicaid effective date, or (b) no more than 45 days after the date the DHS publishes the rate change or Health Plan's receipt of Documented DHS Rate, if the publication date or the date of Health Plan's receipt is less than 45 days before or after the Iowa Medicaid effective date. Health Plan will not retrospectively apply increases or decreases to Health Plan's Medicaid rate schedule to any claims that have already been paid.

9. The compensation set forth above is based on the Iowa Contract requirements. If such requirements change pursuant to the Iowa Contract, DHS direction or other applicable Laws, Health Plan may amend in accordance with the terms of the Agreement. Health Plan will not retrospectively apply rate changes to claims that have already been paid.

TRANSPORTATION PROVIDER AGREEMENT

Between

LOGISTICARE SOLUTIONS, LLC ("LGTC")

and

_____ ("Provider")

EFFECTIVE DATE:_____

WHEREAS, LGTC provides brokerage services for non-emergency medical transportation in the State of Iowa pursuant to contracts with certain public agencies and/or private organizations; and

WHEREAS, LGTC wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services; and

WHEREAS, Provider is in the business of performing non-emergency medical transportation services and wishes to provide such services pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RESPONSIBILITIES OF LGTC.

A. Process Transportation Requests. LGTC will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule trips, submit daily trip requests to Provider (referred to as a "Provider Manifest"), verify billing information, and perform such other administrative functions as LGTC deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, LGTC shall be under no obligation to provide Provider with a specific number of transportation requests. Any trip request assigned to Provider may be withdrawn by LGTC, in its sole discretion, in the event that LGTC deems it necessary for the proper performance of its obligations under the Client Contract.

B. Payments for Transportation. LGTC shall pay Provider for its services as set forth in Exhibit B. Provider shall not invoice or require payment from Participants or the Client for its services.

C. Orientation. LGTC shall provide one or more orientation sessions for Provider staff, which will be offered at a LGTC regional office, via WebEx, or at the Provider's base of operations. Provider is responsible for ensuring that it and its employees understand all requirements and procedures for the provision of services pursuant to this Agreement.

II. RESPONSIBILITIES OF PROVIDER. Provider shall provide non-emergency medical

transportation to Participants and their escorts, attendants and assistants as requested by LGTC in a manner to ensure the safety of all passengers. All transportation shall be performed in accordance with the terms of this Agreement and LGTC's Iowa Transportation Provider Manual ("Provider Manual"), which is incorporated by reference and is a part of this contract.

A. General Operational Requirements.

1. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ambulance (if applicable).
2. Services will be provided in at least those geographic service areas identified by Provider on the Provider Questionnaire which will be completed by Provider in conjunction with execution of this Agreement.
3. Provider shall establish and maintain both a telephone line and fax line for LGTC to contact Provider. Fax lines shall be equipped with a fax machine that provides reasonably unrestricted access to LGTC to send faxes to Provider. Provider shall receive trip reservations via fax or secure website from LGTC each day and confirm the receipt thereof in a form acceptable to LGTC. For same day or urgent medical appointments, including hospital discharges, Provider shall accept reservations and job numbers from LGTC by telephone.
4. Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time, but no later than 1pm the day before, whichever comes first; to allow LGTC to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time. In the event that Provider does not provide 24 hour notice and LGTC must make, as a result of the short notice reroute, premium price alternate transportation arrangements, Provider will be responsible for any additional charges incurred by LGTC. These charges may be deducted from amounts owed to Provider. This provision does not apply to cases of documented emergency or act of god.
5. Provider shall promptly inform LGTC if a Participant is assigned to an improper level of service (i.e., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
6. Provider, upon consultation with LGTC, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of either Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
7. Provider shall participate in LGTC's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
8. Provider shall utilize only drivers and vehicles that are registered with and pre-approved by LGTC to perform services under this Agreement. Provider agrees that no payment will be made for any trips performed by drivers or vehicles not pre-approved by LGTC to perform services.
9. Provider shall maintain office hours for dispatch and recovery until all trips assigned to provider are complete.

B. Representations and Warranties. Provider makes the following material warranties to LGTC to induce LGTC to enter into this Agreement.

1. Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
2. Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.
3. Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide transportation for hire. Provider will furnish LGTC with all documentation required by this section immediately upon request.
4. Provider warrants that all employees, including drivers and attendants, have (or will) received training on HIPAA and Fraud, Waste and Abuse upon employment and annually thereafter and will provide documentation of such training to LGTC or Client upon request.
5. Provider agrees to be bound by the mandatory terms and conditions applicable to Provider that are contained in the contract between LGTC and Client.
6. To the extent any compensation paid by LGTC to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, Provider certifies, to the best of his/her/its knowledge, that:
    a. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds $100,000, Provider shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. The failure to file the required certification shall subject the violator to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. Insurance. Provider shall maintain the following minimum levels of insurance throughout the term of the Agreement.

1. Vehicle Insurance.
   a. Taxis, Sedans and Multi-Passenger Vans and Wheelchair Vans: The required amount of insurance is the greater of the amount required by city or county ordinance for taxis or $500,000 per occurrence per accident, $1,000,000 aggregate. The insurance policy must specify either "Any Auto" or symbols "2", "8" and "9".
   b. Ambulances: The required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or $500,000 per occurrence per accident, $1,000,000 aggregate.
2. Comprehensive General Liability Coverage. $500,000 per incident, $1,000,000 aggregate, with "Broad Form" occurrence based coverage including contractual liabilities as well as liabilities, without sub-limits, for sexual abuse and molestation.
3. Workers' Compensation Insurance as required by the State of Iowa.
4. Additional Insurance Requirements.
   a. All insurance coverage, except Workers' Compensation, shall name LogistiCare Solutions, LLC and Client (if requested by CLIENT) as "Additional Insured" and shall be primary with respect to claims and co-insurance determinations.
   b. Before the Effective Date of the Agreement the Provider shall submit to LGTC certificates of insurance from its agent or carrier listing LogistiCare Solutions, LLC and Client (if requested by Client) as "Additional Insured" and listing LogistiCare Solutions, LLC as a "Certificate Holder." Failure of Provider to submit the required certificate of insurance by the effective date of this Agreement shall render the Agreement null and void as though never executed by the parties.
   c. Insurance policies shall indicate that LGTC will be informed in writing at least 30 days prior to any termination of or change in insurance coverage.
   d. The certificate of insurance submitted to LGTC shall describe the Provider's business as "for hire transportation," confirm that the Comprehensive General Liability policy provides coverage for contractual liabilities, sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto" or symbols "2", "8" and "9".
   e. Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or any change to its insurance coverage.
   f. Provider agrees that LGTC may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of Provider's insurance coverage or policy terms.

D. Indemnification. Provider shall indemnify, protect, and hold LGTC and the Client harmless from and against any and all claims or liabilities of any kind or nature whatsoever related to or arising or alleged to arise from actions connected with services provided by or at the direction of Provider or its agents, including the cost of reasonable attorney fees and other expenses incurred by or assessed against LGTC and/or the Client.

E. Maintenance of Records. Provider must maintain all records related to this Agreement for

the entire term of the Agreement and for ten years thereafter. Provider must be able to provide copies of any requested records to LGTC, the Client or its agents within three days notice. Detailed document retention requirements may be found in the Provider Manual.

F. Independent Contractor. The relationship between LGTC and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed to create any other relationship, including one of employer/ employee, principal/agent, joint ventures, partners, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of its employees and subcontractors, including payment of employment related taxes and insurance such as workers' compensation and unemployment insurance.

G. Liquidated Damages. Provider agrees to pay liquidated damages as set forth in Exhibit A.

H. Assignment. Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of LGTC, which may be withheld in LGTC's sole discretion. Any attempted unauthorized assignment shall be null and void. LGTC may assign its rights and obligations under this Agreement and any such assignment shall be communicated to Provider by written notice. In the event that LGTC is in default under the Client Contract, this Agreement may, at the discretion of the Client, be assigned to the Client or its agent for continued provision of transportation services. All terms, conditions and rates established by the Agreement will remain in effect until or unless renegotiated with Client or its agent subsequent to the default action.

I. Confidentiality. Provider shall treat all information obtained by it through its performance under this Agreement as confidential, and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement. Provider agrees to sign and abide by a Business Associate Agreement as part of this Agreement as well as any subsequent agreements that may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. Both LGTC and Provider shall treat the terms and conditions of this Agreement, including but not limited to rates, as confidential, and shall not disclose those terms and conditions, or release a copy of the Agreement, except as provided by law, without the consent of the other. Both LGTC and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement.

III. TERM AND TERMINATION.

A. Term. The term of this Agreement shall be one year from the Effective Date, which is the date executed by LGTC as set forth on the signature page. It shall be automatically renewed for successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term.

B. Termination. Either party may terminate this Agreement without cause upon 60 days written notice.

Either party may terminate this Agreement upon 30 days written notice in the event of a material breach of the Agreement, provided that the non-breaching party shall have first provided the other party with written notice and description of the breach and ten days to cure the breach.

LGTC may terminate the Agreement immediately upon reasonable evidence that Provider has engaged in illegal, threatening, or fraudulent activity, including but not limited to, falsifying trip logs or invoices, paying or offering to pay gratuities of kickbacks, or engaging in threatening verbal or physical conduct toward a Participant or LGTC staff, or failing to have insurance required by this Agreement.

LGTC may also terminate this Agreement immediately if directed to do so by Client.

C. Termination after Assignment. If LGTC has exercised its right hereunder to assign this Agreement to a successor organization, or to the Client or a designee or agent of the Client, Provider may not cancel this Agreement for 181 days following such assignment.

IV. ADDITIONAL PROVISIONS.

A. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of Iowa, without giving effect to principles of conflicts of law.

B. Headings. The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.

C. Non-solicitation. Neither Provider nor LGTC shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates his or her position with the other party.

D. Notices. All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier; or on the third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses , or to such other addresses as the parties may hereafter designate in writing:

to LGTC at:

LogistiCare Solutions, LLC
1275 Peachtree Street, 6th Floor
Atlanta, GA 30309
Attn: Compliance Department

to Provider at: _____
_____
_____
_____

E. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties. Notwithstanding the foregoing, Provider is obligated to comply with the Provider Manual, as that document may be amended from time to time. In addition, LGTC may unilaterally amend this Agreement as required to comply with applicable law or regulation.

F. Client Amendment. This Agreement is subject to approval by the Client. If the Client at any time requires modifications to this Agreement, the parties will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination rights hereunder.

G. Dispute Resolution and Arbitration. If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, each Party shall designate a member of its senior management to meet to try to resolve the dispute. If the dispute cannot be resolved in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, nothing shall prohibit LogistiCare from filing a cross claim or a third party claim in any litigation or action not initiated by the Parties. The provisions of this Section shall survive the termination of this Agreement.

H. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

I. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.

J. Entire Agreement. This Agreement contains the entire agreement of the parties with

respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter.

K. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Participants. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by LogistiCare as specified below.

LOGISTICARE SOLUTIONS, LLC

Effective Date: _____

Signature:_____

Printed Name:_____

Title: _____

PROVIDER

_____

Date: _____

Signature:_____

Printed Name:_____

Title: _____

EXHIBIT A

LIQUIDATED DAMAGES

The Parties agree that the failure of Provider to perform services in conformance with this Agreement may cause LogistiCare to be damaged in amounts that will be difficult or impossible to determine. Therefore, the Parties have agreed that the sums set forth below are reasonable as liquidated damages for the specified occurrences. It is further understood and agreed that the liquidated damages specified below are in lieu of actual damages for such occurrences. Provider hereby waives any defense as to the validity of such liquidated damages on the grounds that they are void as penalties or are not reasonably related to actual damages. LGTC agrees to provide written notice that a provider may contest at least 10 days in advance of any liquidated damages that will be imposed.

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Any liquidated damages assessed by the Client against LGTC that are attributable to the service performance of Provider will be assessed against Provider as its own liquidated damages. Provider agrees that any liquidated damages assessed will be deducted from amounts due to Provider, or if LGTC does not owe Provider any monies, Provider agrees that LGTC may deduct liquidated damages from any future amounts owed to Provider.

1. **Requirement**: Provide reports as required under this Agreement.
   Liquidated Damages: $25 per working day or any part thereof for each day each report or other deliverable is late or unacceptable, not to exceed $500 per month per occurrence. This provision will not apply if the cause of the delay is beyond the control of the Provider. Failure to submit cancellation reports will result in a charge of $100.00 per missing report up to a maximum of $500.00 for any month.

2. **Requirement:** Maintain all vehicles utilized under this Agreement to all vehicle manufacturer and state and federal safety standards, regulations of any applicable State Board or Agency, standards of the Americans with Disabilities Act ("ADA"), and the terms of this Agreement and the Client Contract. Any vehicle found non-compliant with safety standards, State Board or Agency standards, ADA regulations, the terms of this Agreement, or the Brokerage Contract must be removed from service immediately upon discovery.
   Liquidated Damages:
   - $100 per calendar day or part thereof that a non-compliant vehicle with a health or safety hazard for vehicle occupants is in service from the date of discovery, not to exceed $1,000 per month per occurrence.
   - $25 per calendar day or part thereof that a non-compliant vehicle with a discrepancy that creates passenger discomfort or inconvenience is in service from the date of discovery, not to exceed $250 per month per occurrence.
   - $10 per calendar day or part thereof that a non-compliant vehicle with an administrative discrepancy is in service from the date of discovery, not to exceed $100 per month per occurrence.

3. **Requirement:** Maintain types and levels of insurance coverage as required in this Agreement and operate only those vehicles registered with LGTC and covered under Provider's applicable

insurance policies. This provision includes failure to include LGTC and Client as "Additional Insured" and LGTC as a "Certificate Holder."
Liquidated Damages: $100 per vehicle per calendar day, or part thereof, that Provider operates any vehicle in violation of this requirement.

4. **Requirement:** Any driver or attendant who is found not to be in compliance with the terms of this Agreement or the Client Contract, or who is not registered with LGTC must be immediately removed from driving under this contract.
Liquidated Damages: $100 per driver or attendant per calendar day or any part thereof in which a driver who is non-compliant with terms of this Agreement and/or the Brokerage Contract is allowed to drive under this Agreement, not to exceed $2,500 per month per occurrence.

5. **Requirement:** Provider must submit reroutes more than 24 hours but no later than 1pm the day before of the scheduled pick-up time for advance notice trip reservations (this provision will only apply if trips are assigned to Provider at least 36 hours prior to the scheduled pick up time).
Liquidated Damages: Actual damage – variance between provider's trip charge and the actual cost of recovery trip, or if the trip was not recovered, $25 for each advance notice trip that is rerouted less than 24 hours, but no later than1pm the day before the scheduled pick-up time, not to exceed $2,000 per month.

6. **Requirement:** Provider must perform transportation services with the class of service (ambulatory, wheelchair, stretcher or ambulance) requested by LGTC.
Liquidated Damages: $200 per occurrence where a vehicle is utilized that is of a class of service lower than that requested.

7. **Requirement:** Provider must pick up Medicaid Participants at the scheduled time.
Liquidated Damages: The following liquidated damages shall not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled pick-up time.
    - $25 per occurrence where vehicle arrives more than 15 minutes after the scheduled pick-up time. This provision will be applied if more than 1% of scheduled pick-ups in any given month are late pick-ups.
    - $25 per occurrence where the vehicle does not arrive within sixty (60) minutes of the time the provider is notified that a member is ready for pick-up for an unscheduled return trip ("Will Call")
    - $100 per occurrence where vehicle is a "no show".

8. **Requirement**: Provider is required to assure that Participants are delivered to scheduled health care appointments on time.
Liquidated Damages: $25 per occurrence where Participant is late to a scheduled appointment. This provision will be applied if more than 1% of scheduled drop-offs in any given month are late. This provision will not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled drop-off time.

9. **Requirement**: Provider is required to assure that dialysis patients are delivered to their scheduled appointments on time.
Liquidated Damages: $50 for each instance in which arrival at a dialysis clinic for a scheduled dialysis appointment is late. An additional fifty dollars per hour or portion thereof per instance will be assessed for each late arrival that exceeds one hour. This provision shall not apply if the

EXHIBIT B

RATES, INVOICING AND PAYMENT TERMS

Provider Name: Marshall Town Transit **Initial Here:** _____

LGTC and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims.

Rates

Only services specifically pre-authorized by, and for which a job number has been assigned to the Provider by LGTC will be compensated. Provider shall be paid the lessor of the rates shown in the table below or its actual billed charges. All payments made by LGTC to Provider are inclusive of and constitute billing of all applicable state and local sales and use taxes on transportation services. Provider understands they are responsible to calculate and remit all applicable taxes on such services. Provider agrees to provide proof of registration with taxing agencies and payment of such taxes upon request.

Class of Services	0-3 Miles	4-6 Miles	7-10 Miles	11-15 Miles	16-20 Miles	21-25 Miles	26-30 Miles	31-35 Miles	36-40 Miles	41-45 Miles	Over 45 Miles
Ambulatory	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$1.20
Wheelchair	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$1.50
Share Ride Ambi	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$5.00	$0.60
Share Ride WC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$0.75
Stretcher	$XXXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX
Group Trip	$XXXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX	$XXX
Basic Life Support	$XXXX										
Adv. Life Support	$XXXX										
Other	$XXXX										
Other	$XXXX										

To determine the payment amount LGTC calculates mileage and Shared Ride Trip status using the mileage submitted by Provider or mapping software, whichever is less. Distances are measured as the shortest distance from the point of pick-up to the point of drop-off and rounded to the nearest whole number. Provider agrees that LGTC's determination of mileage and Shared Ride Trip status shall be final. If Provider believes there to be a mileage error, Provider must bring it to LGTC's attention BEFORE running the trip. LGTC will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of LGTC.

cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled pick-up or drop-off time.

10. **Requirement:** Provider must provide termination notice within the terms of this Agreement.
    Liquidated Damages: Failure to provide termination notice in compliance with this Agreement will result in the forfeiture of all outstanding amounts due to Provider. Reroute of trips greater than a "daily average of 20%" after termination notice is provided will be construed as failing to provide sufficient notice. Provider and LGTC will mutually discuss if any unexpected circumstance beyond the Provider's control has occurred to warrant such reroutes.

11. **Requirement:** Provider must invoice LGTC only for trips actually performed in conformance with this Agreement.
    Liquidated Damages: $50 for each trip billed that was not performed. This provision shall not apply if the Provider can show that the invoice was submitted as a result of a clerical error.

12. **Requirement:** Provider' management staff (someone with decision making authority) must be available to speak to LGTC representatives by phone during normal business hours, and at all times when Participants are onboard Provider vehicles.
    Liquidated Damages: $100 for each occurrence when Provider's management staff is not available (either directly or by making a documented return call) by phone to speak to a LGTC representative for one (1) hour or more during normal business hours or while a Participant is onboard a Provider vehicle.

If Provider is not satisfied with LGTC's decision regarding the mileage it may reroute the trip. Notwithstanding the foregoing provision, Shared Ride Trips must be rerouted together and may not be rerouted individually.

Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher, or non-emergency ambulance) requested by LGTC. Provider agrees and acknowledges that LGTC shall review Provider billings and will identify trips that match the definition of "Shared Ride Trip" and that payment for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.

Wait time

Only wait time specifically pre-authorized by LGTC will be compensated. In general, wait time will only be pre-authorized for trips greater than 50 miles. Pricing for wait time under the Agreement shall be as follows:

Class of Service	Compensation
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Payment Terms

As a condition of payment, Provider must submit accurate invoices, including properly completed trip logs, to LGTC within 90 days of date of service. Time is of the essence with respect to providing prompt and accurate invoices. **No payments will be made for services performed by non-compliant drivers or vehicles, including drivers or vehicles that are not registered with LGTC to provide services.** Invoices not submitted within 90 days of service will be subject to a ten percent (10%) reduction in the amount that would otherwise be due under the invoice. Invoices submitted more than 120 days after date of service will be disallowed in their entirety.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims are subject to a 10% reduction in the amount that would otherwise be due under the invoice if not resubmitted within thirty days of the date the claim is returned to Provider, and will be denied in their entirety if not resubmitted within sixty days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

If Provider must first bill Medicare, the 90 day timeframe shall begin on the date of the denial of the claim by Medicare.

LGTC pays properly submitted uncontested invoices weekly by check or electronic transfer within thirty days after submission. If a payment date falls on a weekend or holiday, payments will be made on the next working weekday.

In the event that the Client is unable or unwilling to pay LGTC amounts validly due under the Client Contract, LGTC may delay payments to Provider until such time as the Client pays the outstanding amounts.

Provider shall cooperate with LGTC and/or Client initiated quality assurance activities, including, but not limited to, audits to confirm Participants actually attended covered medical services associated with trips invoiced by Provider. Pursuant to applicable CMS guidelines and notwithstanding any provision of the Agreement to the contrary, LGTC shall only pay for transportation services when Participants actually attend a Medicaid and/or Medicare covered medical service. If a trip payment to Provider is denied because a Participant did not attend an associated covered medical service, Provider may, to the extent permitted by law, directly bill the Participant for the transportation services. Any duplicate or overpayments made to Provider may be offset by LGTC against future payments to Provider.

Invoice Requirements

Once per week Provider shall submit to LGTC all completed trip logs pertaining to the previous workweek, including the signatures of the applicable Participants. Improperly completed trip logs will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable. Included with each batch of trip logs, Provider shall submit a summary invoice that will include performance information. Provider shall use trip log and summary invoice sheet forms that are provided by LGTC. LGTC reserves the right to modify the format of the trip log and summary sheet from time to time. Provider may use alternative trip log or summary invoice sheet forms only with the express written consent of LGTC.

Trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. LGTC reserves the right to deny individual trips or entire trip logs that evidence excessive changes pending confirmation of the details of such changes with Provider.

Charges Against Invoices

If requested or otherwise required by the Client Contract, LGTC may provide certain driver and/or attendant training and/or orientation services to Provider free of charge. LGTC's cost to produce the materials distributed to Provider or its employees will be deducted from Provider's invoice following such training or orientation services.

In addition, LGTC has entered into an agreement with an independent credentialing company for nationwide access to credentialing and screening services for drivers. This company offers the credentialing required by LGTC at a highly competitive rate. If Provider elects to use this independent credentialing company for such services to complete the necessary credentialing requirements the actual cost of such services (with no mark up or administrative fee applied by LGTC) shall be deducted from Provider's invoice.

Exhibit B Execution Page to Follow

Exhibit B – Execution Page

LOGISTICARE SOLUTIONS, LLC

Date: _____

Signature:_____

Printed Name:_____

Title: _____

PROVIDER

_____

Date: _____

Signature:_____

Printed Name:_____

Title: _____

EXHIBIT C

SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

Provider Name: _____

This Subcontractor Business Associate Agreement ("Agreement') is entered into as of _____ 20 ____, by and between LGTC and _____ ("**Subcontractor Business Associate" or "Subcontractor")** to comply with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

Whereas, LGTC and Subcontractor Business Associate are parties to a pre-existing agreement (the "Prior Agreement"), pursuant to which Subcontractor Business Associate provides services to LGTC;
Whereas, in connection with services provided under the Prior Agreement, LGTC makes available to Subcontractor Business Associate certain Protected Health Information that is confidential and must be afforded special treatment and protection;
Whereas, LGTC has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, LGTC has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which LGTC creates or receives in the course of performing services for its Covered Entity Clients; and
Whereas, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for LGTC to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which LGTC is a party.

Now therefore, the Parties agree as follows:

1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

a. **Covered Entity Client** shall mean an entity with whom LGTC contracts for transport services which qualifies as a "Covered Entity" under 45 C.F.R. § 160.103, as amended.

b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended.

c. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164.

e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009.

f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person.

g. **Protected Health Information** ("PHI") means individually identifiable health information (as defined in 45 C.F.R. § 160.103, as amended), limited to the information created or received by Subcontractor from or on behalf of LGTC or LGTC's Covered Entity Clients. It includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

h. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

i. **Unsecured Protected Health Information** ("Unsecured PHI") shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance.

j. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Exceptions to this definition exist for cases in which: (1) the unauthorized acquisition, access, or use of PHI is unintentional and made by an employee or individual acting under authority of Subcontractor if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship with Subcontractor, and such information is not further acquired, accessed, used, or disclosed; (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at Subcontractor to another similarly situated individual at Subcontractor, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization; or (3) a disclosure of PHI occurs and Subcontractor has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

k. **Security Incident** shall have the meaning set forth in 45 C.F.R. § 164.304 and related Guidance promulgated by the Secretary.

l. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations, and the HITECH Act.

2. **Limits on use and Disclosure of PHI.** Subcontractor agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. Subcontractor may use or disclose PHI for the following purposes:

a. As reasonably necessary to perform the services described in, and to effectuate the purposes of, the Prior Agreement, or as otherwise permitted or required under this Agreement or as Required By Law;

b. For the proper management and administration of Subcontractor's business and to carry out its legal responsibilities provided that: (i) such disclosures are Required by Law; or (ii) Subcontractor obtains in writing prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; and (b) an agreement from the third party to notify Subcontractor immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached; and

c. To perform Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, on behalf of LGTC.

3. **Additional Obligations:**

a. **Limits on use and Further Disclosure.** Subcontractor agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Prior Agreement, as amended by this Agreement or as Required by Law.

b. **Safeguards.** Subcontractor will establish and maintain appropriate safeguards and warrants that it has established reasonable safeguards to prevent any use or disclosure of the PHI, other than as provided for by the Prior Agreement, as amended by this Agreement, or as Required by Law. Without limiting the foregoing, Subcontractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. Subcontractor further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if LGTC engaged in such activity. Subcontractor shall specifically comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time, as required by the HITECH Act. Subcontractor agrees to periodically complete a privacy and security survey, audit, and/or attestation if requested by LGTC to assist LGTC in auditing Subcontractor's compliance with the HIPAA Regulations.

c. **Minimum Necessary.** Subcontractor shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

d. **Reports of Improper use or Disclosure.** Subcontractor shall report to LGTC, within one business day, any use or disclosure of PHI not provided for or allowed by this Agreement of which Subcontractor becomes aware. Without limiting the foregoing, Subcontractor agrees to report to LGTC, within one business day, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports should be made to the designated LGTC HIPAA Compliance Officer at any of the following:

LogistiCare Solutions, LLC
Attn: HIPAA Compliance Officer
1275 Peachtree St., 6th Floor
Atlanta, GA 30309

Or

Telephone:
1- 800-486-7647

Or

Fax:
1-877-352-5640

e. **Breach Notification.** In the event of a Breach of Unsecured PHI, Subcontractor shall provide written notification to LGTC of such Breach without unreasonable delay and no more than one business day from discovery of the Breach so that LGTC can notify its Covered Entity Clients, if required. A Breach is treated as discovered as of the first day on which the Breach is known to Subcontractor or, by exercising reasonable diligence, would have been known to the Subcontractor. Knowledge of a Breach by a member of the workforce or other agent of the Subcontractor (other than the person committing the Breach) is imputed to Subcontractor. Consequently, Subcontractor shall implement reasonable policies and systems for discovery of Breaches and train its workforce members and agents to recognize and promptly report a Breach. Subcontractor understands and agrees that it bears the burden to prove why a Breach Notification is not required. Consequently, Subcontractor shall carefully document risk assessments and how any applicable exceptions are met.

f. **Contents of Breach Notification**. Subcontractor's notification to LGTC of a Breach of Unsecured PHI must be written in plain language and describe: (1) what happened, including the date of the Breach and date of discovery; (2) the types of Unsecured PHI that were involved; (3) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (4) what the Subcontractor is doing to investigate the Breach, to mitigate harm, and to protect against further Breaches; and (5) contact procedures for individuals to ask questions or learn additional information. The notice must also include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been Breached, if known. Subcontractor shall provide any additional information concerning the Breach as reasonably requested by LGTC. Notification must be provided in writing to the designated LGTC HIPAA Compliance Officer at the address and fax number above. If the Subcontractor believes that the Breach poses an imminent threat of misuse of Unsecured PHI, the Subcontractor shall also provide immediate notice to the designated LGTC HIPAA Compliance Officer via telephone, email or other appropriate means. Subcontractor will make itself, and any subcontractors, agents, or employees available to LGTC at no cost to LGTC to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where Subcontractor is named an adverse party to LGTC.

g. **Subcontractors and Agents.** Subcontractor agrees that anytime PHI is provided or made available to any subcontractors or agents, Subcontractor must enter into a Business Associate Agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement. This includes without limitation any contracts with billing companies, factoring companies, or other entities to whom Subcontractor may provide its trip logs, trip manifests, or LGTC billing documents.

h. **Right of Access to Information.** To the extent that LGTC is obligated by contract or by law to provide Individuals access to Protected Health Information in a Designated Record Set, Subcontractor will provide such access to LGTC within five business days of LGTC's request. This right of access shall conform with and meet all of the requirements of 45 C.F.R. § 164.524.

i. **Amendment and Incorporation of Amendments.** Subcontractor agrees to make PHI contained in a Designated Record Set available to LGTC for amendment within five business days of LGTC's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.

j. **Provide Accounting.** Subcontractor will document disclosures of PHI and information related to such disclosures as would be required for LGTC or LGTC's Covered Entity Clients to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Subcontractor will provide such information to LGTC upon request.

k. **Access to Books and Records.** Subcontractor agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of LGTC, available to LGTC and to the Secretary for purposes of determining LGTC Covered Entity Client's compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

l. **Return or Destruction of Information.** Upon request or at termination of this Agreement, Subcontractor agrees to return or destroy all PHI received from LGTC or LGTC's Covered Entity Clients, or created or received by Subcontractor on LGTC's behalf. If return or destruction of the PHI is not feasible, Subcontractor agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. If Subcontractor elects to destroy the PHI, it shall certify to LGTC that the Protected Health Information has been destroyed.

m. **Mitigation Procedures.** Subcontractor agrees to mitigate, to the maximum extent practicable and at Subcontractor's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

n. **Sanction Procedures.** Subcontractor will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law.

o. **Training.** Subcontractor will train its employees, agents, and subcontractors on the requirements of this Agreement, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to LGTC upon request.

p. **Property Rights**. Subcontractor agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

4. **Term and Termination.** The Term of this Agreement shall commence as of the date executed by the parties, and shall terminate when all of the PHI provided to Subcontractor by LGTC, or created or received by Subcontractor on behalf of LGTC, is destroyed or returned to LGTC, or, if it is not feasible to return or destroy, protections are extended to such information.

5. **Termination for Cause**. Upon LGTC's knowledge of a material breach by Subcontractor of the terms of this Agreement, LGTC shall either:

a. Provide an opportunity for Subcontractor to cure the breach or to end the violation within a time specified by LGTC. Should the Subcontractor not cure the breach nor end the violation within the time specified by LGTC, LGTC may terminate the Prior Agreement immediately without penalty;

b. Immediately terminate the Prior Agreement if Subcontractor has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, LGTC shall report the violation to the Secretary.

6. **Indemnification.** Subcontractor shall indemnify and hold LGTC and its Covered Entity Clients harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses of any kind whatsoever, including, without limitation attorney's fees, witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, HIPAA, the HITECH ACT, or the HIPAA Regulations by Subcontractor, its employees, agents, or subcontractors.

7. **Miscellaneous:**

a. **Binding Nature.** This Agreement shall be binding on the Parties hereto and their successors and assigns.

b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

c. **State Law.** To the extent any applicable state law confidentiality requirements are not pre-empted by HIPAA, Subcontractor agrees to comply with such state law requirements.

d. **Third Party Participants**. Subcontractor agrees that any of LGTC's Covered Entity Clients to whom Subcontractor provides services and with whom LGTC has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.

e. **Amendment**. The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree on an amendment within ten business days thereafter, LGTC may terminate the Agreement immediately with written notice to Subcontractor.

f. **Conflict**. In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control.

g. **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

h. **Independent Contractors**. Subcontractor and LGTC agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose, and shall have no authority to bind the other to any obligation.

i. **Assignment**. Subcontractor shall not assign its rights or obligations under this Agreement without the prior written consent of LGTC.

IN WITNESS WHEREOF, LGTC and Subcontractor have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

LOGISTICARE SOLUTIONS, LLC	**SUBCONTRACTOR**
	_____
	(Print or Type Provider Name)
Date: _____	Date: _____
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT D

FRAUD, WASTE AND ABUSE PREVENTION POLICY

Federal law requires that entities that receive at least $5 million in annual payments under a State Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the Company's procedures for detecting fraud, waste and abuse.

LogistiCare's policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts as well as information about LogistiCare's policies and procedures to detect and prevent fraud, waste and abuse. We require that you adhere to these policies and disseminate the information in this Exhibit D to all employees and contractors. The information in this policy forms part of its employee manual, its transportation provider manual, and is distributed to all contractors and agents as required by the Deficit Reduction Act of 2005.

Federal False Claims Act

The Federal False Claims Act applies to the submission of claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

The False Claims Act prohibits, among other things:

- knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person, with respect to information: 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information.

Enforcement

- The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False Claims Act allows private individuals to bring "qui tam" actions for violations of the False Claims Act.

Reporting Suspected Fraud, Waste or Abuse

An employee or contractor who has knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste of abuse should notify his or her supervisor or other management official, who will in turn report the matter to LogistiCare. Transportation providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

No Retaliation

Federal and state law as well as LogistiCare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to LogistiCare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer's policy covering such matters.

Program Fraud Civil Remedies Act of 1986

The Program Fraud Civil Remedies Act of 1986 ("PFCRA") authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know:

- is false, fictitious, or fraudulent;
- includes or is supported by any written statement that:
    - omits a material fact;
    - is false, fictitious, or fraudulent as a result of such omission; and
    - include such material fact; or
    - is for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under

the False Claims Act. If, based on the investigating official's report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

State False Claims Acts

In addition to the requirements of federal law, you must comply with applicable state laws. At this time, nearly forty states have enacted False Claims Acts that are similar in substance and procedure to the Federal laws described, above. In addition, a number of municipalities, such as Chicago and New York City have their own False Claims Acts that are similar in substance and procedure to the Federal laws described above.

Fraud, Waste and Abuse / Company Detection

LogistiCare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below.

- A specific gate keeping protocol during the reservation process is used to verify that the member is eligible for transportation and that the trip is to a Medicaid provider.
- A detailed verification process for each invoice submitted by transportation providers checks whether the trip was performed by an eligible driver in a certified vehicle; that the price is correct; and that the member signed for the trip.
- Standing orders are regularly recertified with the health care facility.
- Patient attendance records at health care facilities are compared to provider invoices.
- Field monitors inspect vehicles and monitor trips for compliance.
- Every trip must be preauthorized, have a job number, and be performed in compliance with contract requirements in order to be paid.
- All network transportation provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a LogistiCare contract.

LogistiCare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Providers are required to report suspected cases of fraud, waste, abuse or other impropriety. Providers must cooperate in any investigations initiated by LogistiCare or any government agency, as required by law.

EXHIBIT E

Medicare Advantage Programs
Provider Agreement Requirements

To the extent that any LGTC Client offers NET services to Medicare beneficiaries, the Centers for Medicare and Medicaid Services ("CMS") and associated laws, rules and regulations regarding the Medicare Advantage ("MA") Program require that the Client provide for compliance of contracted network providers and their respective employees with certain MA program requirements including, without limitation, inclusion of certain mandatory provisions in MA provider participation agreements and/or associated documents including agreements between LGTC and subcontracted transportation providers, as applicable. A list of some of these requirements can be found in the CMS Managed Care Manual, Chapter 11, Section 100.4, as published by CMS and available on the CMS website. Additionally, revisions to certain applicable regulations can be found in 74 Fed. Reg. 1494 (January 12, 2009) (amending 42 C.F.R. Parts 422 and 423). As such and in addition to the terms and conditions in the Agreement between LGTC and Provider, Provider agrees to the following terms and conditions to the extent applicable to NET services rendered to Medicare beneficiaries enrolled in MA health benefit plans. In the event of a conflict between the contract between LGTC and Provider related to services rendered to Medicare beneficiaries and applicable provisions of this Medicare Advantage Program Provider Requirements Addendum ("Addendum"), this Addendum shall control.

II. Definitions. For purposes of this Addendum the following additional terms shall have the meaning set out below:

(1) **"Covered Services"** means those Medically Necessary medical, related health care and other services covered under and defined in accordance with the applicable Medicare beneficiary's MA Plan.

(2) "**Dual Eligible Member"** means a Medicare beneficiary who is also entitled to medical assistance under a state plan under Title XIX ("Medicaid") of the Social Security Act (the "Act").

(3) "**First Tier Entity**" means LogistiCare Solutions, LLC. .

(4) **"Health Plan"** means the entity that offers the MA health benefit plans with which Medicare beneficiaries participate.

(5) "**MA Plan**" means the one or more MA health benefit plans offered or administered by Health Plan(s) for Medicare beneficiaries and under which Provider renders services to Medicare beneficiaries.

(6) "**Medicare Advantage Program or MA Program**" means the federal Medicare managed care program for Medicare Advantage (formerly known as Medicare+Choice) products run and administered by CMS, or CMS' successor.

(7) "**Medicare Contract**" means Health Plan's contract(s) with CMS to arrange for the provision of health care services to certain persons enrolled in an MA Plan who are eligible for Medicare under Title XVIII of the Social Security Act.

(8) "**State**" means the state in which Provider provides the Covered Services.

(9) "**State Medicaid Plan**" the State's plan for medical assistance developed in accordance with Section 1902 of the Act and approved by CMS.

(10) "**Medicare beneficiary**" means those designated individuals eligible for traditional Medicare under Title XVIII of the Social Security Act and CMS rules and regulations and enrolled with Health Plan.

II. Additional MA Program Obligations and Requirements. Provider agrees to the following terms and conditions to the extent applicable to NET services rendered to Medicare beneficiaries.

A. Audits; Access to and Record Retention. Provider shall permit audit, evaluation and inspection directly by Health Plan, the Department of Health and Human Services (HHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, and as the Secretary of the HHS may deem necessary to enforce the Medicare Contract, physical facilities and equipment and any pertinent information including books, contracts (including any agreements between Provider and its employees, contractors and/or subcontractors providing services related to services provided to Medicare beneficiaries), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require (collectively, "Books and Records"). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of the agreement under which Provider renders services to Medicare beneficiaries occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency's designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Provider shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for Medicare beneficiaries to their medical, health and enrollment information and records. Provider agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities: (i) to provide Health Plan and/or CMS with timely access to records,

information and data necessary for: (1) Health Plan to meet its obligations under its Medicare Contract(s); and/or (2) CMS to administer and evaluate the MA program; and (ii) to submit all reports and clinical information required by Health Plan under the Medicare Contract. [42 C.F.R. §§ 422.504(e)(4), 422.504 (h), 422.504(i)(2)(i), 422.504(i)(2)(ii) and 422.504(i)(4)(v)]

B. Privacy and Accuracy of Records. In accordance with the CMS Managed Care Manual and the regulations cited below, Provider agrees to comply with all state and federal laws, rules and regulations, Medicare program requirements, and/or Medicare Contract requirements regarding privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation: (i) HIPAA and the rules and regulations promulgated thereunder; (ii) 42 C.F.R. § 422.504(a)(13); and (iii) 42 C.F.R. § 422.118; (d) 42 C.F.R. § 422.516 and 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Provider also agrees to release such information only in accordance with applicable state and/or federal law, including pursuant to valid court orders or subpoenas.

C. Hold Harmless of Medicare Beneficiaries. Provider hereby agrees: (i) that in no event including, but not limited to, non-payment by Health Plan or First Tier Entity, Health Plan's determination that services were not Medically Necessary, Health Plan's or First Tier Entity's insolvency, or breach of the agreement between Provider and First Tier Entity that is the subject hereof or the agreement between First Tier Entity and Health Plan, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare beneficiary for amounts that are the legal obligation of Health Plan and/or First Tier Entity; and (ii) that Medicare beneficiaries shall be held harmless from and shall not be liable for payment of any such amounts. Provider further agrees that this provision (a) shall be construed for the benefit of Medicare beneficiaries; (b) shall survive the termination of the agreements between Provider and First Tier Entity and First Tier Entity and Health Plan regardless of the cause giving rise to such termination; and (c) supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Medicare beneficiaries, or persons acting on behalf of a Medicare beneficiary. [42 C.F.R. § 422.504(g)(1)(i) and (i)(3)(i)]

D. Hold Harmless of Dual Eligible Members. With respect to those Medicare beneficiaries who are designated as Dual Eligible Members for whom the State Medicaid agency is otherwise required by law, and/or voluntarily has assumed responsibility in the State Medicaid Plan to cover those Medicare Part A and B Member Expenses identified and at the amounts provided for in the State Medicaid Plan, Provider acknowledges and agrees that it shall not bill Medicare beneficiaries the balance of ("balance-bill"), and that such Medicare beneficiaries are not liable for, such Medicare Part A and B Member Expenses, regardless of whether the amount Provider receives is less than the allowed Medicare amount or Provider charges due to limitations on additional reimbursement provided in the State Medicaid Plan. Provider agrees that it will accept First Tier Entity's payment as payment in full or will bill the appropriate State source if Health Plan has not assumed the State's financial responsibility under an agreement between Health Plan and the State. [42 C.F.R. § 422.504(g)(1)(iii).]

E. Accordance with Health Plan's Contractual Obligations. Provider agrees that any services provided to Medicare beneficiaries shall be consistent with and comply with the requirements of the Medicare Contract. [42 C.F.R. § 422.504(i)(3)(iii).]

F. Prompt Payment of Claims. First Tier Entity will process and pay or deny claims for Covered Services within the timeframe set forth in the agreement between Provider and First Tier Entity . [42 C.F.R. § 422.520(b).]

G. Delegation of Provider Selection. As applicable, Provider understands that if selection of providers who render services to Medicare beneficiaries has been delegated to First Tier Entity by Health Plan, either expressly or impliedly, then Health Plan retains the right to approve, suspend or terminate such downstream or subcontracted arrangements to the extent applicable to Medicare beneficiaries enrolled with Health Plan. [42 C.F.R. § 422.504(i)(5).]

H. Compliance with Health Plan's Policies and Procedures. Provider shall comply with all policies and procedures of Health Plan to the extent applicable to the services rendered by Provider. Such policies may include written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual medical necessity determinations (e.g., coverage rules, practice guidelines, payment policies); and (c) Health Plan's compliance program which encourages effective communication between Provider and Health Plan's Compliance Officer and participation by Provider in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. [42 C.F.R. § 422.112; 42 C.F.R. § 422.504(i)(4)(v); 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).]

I. Delegation (Accountability) Provisions. Provider agrees that to the extent Health Plan, in Health Plan's sole discretion, elects to delegate any administrative activities or functions to First Tier Entity, the following shall apply:

(1) Reporting Responsibilities. The Health Plan and First Tier Entity will agree in writing to a clear statement of such delegated activities and reporting responsibilities relative thereto. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(i)]

(2) Revocation. In the event CMS or Health Plan determines that First Tier Entity does not satisfactorily perform the delegated activities and any plan of correction, any and all of the delegated activities may be revoked upon notice by the Health Plan to First Tier Entity. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(ii)]

(3) Monitoring. Any delegated activities will be monitored by the Health Plan on an ongoing basis and formally reviewed by the Health Plan at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iii)]

(4) Credentialing. The credentials of medical professionals, if any, affiliated with Provider and/or First Tier Entity will either be reviewed by Health Plan or, in the event Health Plan has delegated credentialing to First Tier Entity, First Tier Entity's credentialing process will

be reviewed and approved by Health Plan, monitored on an ongoing basis and audited at least annually. [42 C.F.R. § 422.504(i)(3)(ii) and 42 C.F.R. § 422.504(i)(4)(iv)]

(5) No Assignment of Responsibility. Provider understands that Provider and/or First Tier Entity may not delegate, transfer or assign any of Provider's or First Tier Entity's obligations with respect to Medicare beneficiaries or any delegation agreement between Health Plan and Provider and/or First Tier Entity without Health Plan's prior written consent.

J. Compliance with Laws and Regulations. Provider agrees to comply with all applicable Medicare laws, rules and regulations, reporting requirements, CMS instructions, and with all other applicable state and federal laws, rules and regulations, as may be amended from time to time including, without limitation: (a) laws, rules and regulations designed to prevent or ameliorate fraud, waste and abuse including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and/or the anti-kickback statute (section 1128B(b) of the Act); (b) applicable state laws regarding patients' advance directives as defined in the Patient Self Determination Act (P.L. 101-58), as may be amended from time to time; (c) Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) administrative simplification rules found at 45 C.F.R. parts 160, 162, and 164; and (d) laws, rules and regulations and CMS instructions and guidelines regarding marketing. Additionally, and to the extent applicable, Provider agrees to maintain full participation status in the federal Medicare program and shall ensure that none of its employees, contractors, or subcontractors is excluded from providing services to Medicare beneficiaries under the Medicare program. [42 C.F.R. § 422.204(b)(4) and 42 C.F.R. § 422.752(a)(8)]

K. Accountability. Provider hereby acknowledges and agrees that Health Plan oversees the provision of services by Provider to Medicare beneficiaries and that Health Plan shall be accountable under the Medicare Contract for such services regardless of any delegation of administrative activities or functions to Provider or First Tier Entity. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii)]

L. Benefit Continuation. Upon termination of Provider's status as a participating provider with Health Plan (unless such termination was related to safety or other concerns), Provider will continue to provide health care benefits/services to Medicare beneficiaries in a manner that ensures medically appropriate continuity of care and for the time period required by applicable law. Specifically, for Medicare beneficiaries who are hospitalized on the date of such termination, services will be provided through the applicable Medicare beneficiary's date of discharge. [42 C.F.R. § 422.504(g)(2)]. The parties acknowledge the provisions set for in this paragraph K are not applicable to NET services.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by LogistiCare as specified below.

Exhibit E –Execution page

LOGISTICARE SOLUTIONS, LLC

Effective Date: _____

Signature:_____

Printed Name:_____

Title: _____

PROVIDER

_____

Date: _____

Signature:_____

Printed Name:_____

Title: _____

Part A: Disclosure of Ownership and Control
(Required by 42 C.F.R. §455.104)

Name of Provider: _____

1. List the name, address, social security number, and date of birth for each person with an ownership or control interest of 5% or more in the above named entity.

Name	Address	SSN	Date of Birth	Percent of Interest

2. Indicate whether any of the persons identified above are related to another listed above as a spouse, parent, child or sibling.

Name	Name	Relationship

3. Does any person listed in response to #1 above also have an ownership or control interest in another entity which is required to report ownership or control interest? If yes, identify the person and the name of the other entity.

Name	Name of Other Entity

4. The name, address, date of birth, and Social Security Number of any managing employee. "Managing employee" includes general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation.

Name	Address	SSN	Date of Birth

By signing this form, I certify that the information provided is true and correct. I will notify LogistiCare Solutions, LLC if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name:_____ **Title:** _____
(print or type) (print or type)

Signature: _____ **Date:** _____

Text of 42 C.F.R. §455.104

§ 455.104 Disclosure by Medicaid providers and fiscal agents: Information on ownership and control.

(a) *Who must provide disclosures.* The Medicaid agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities.

(b) *What disclosures must be provided.* The Medicaid agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures:

(1)(i) The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

(ii) Date of birth and Social Security Number (in the case of an individual).

(iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest.

(2) Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

(3) The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

(4) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) *When the disclosures must be provided.*

(1) *Disclosures from providers or disclosing entities.* Disclosure from any provider or disclosing entity is due at any of the following times:

(i) Upon the provider or disclosing entity submitting the provider application.

(ii) Upon the provider or disclosing entity executing the provider agreement.

(iii) Upon request of the Medicaid agency during the re-validation of enrollment process under § 455.414.

(iv) Within 35 days after any change in ownership of the disclosing entity.

(2) *Disclosures from fiscal agents.* Disclosures from fiscal agents are due at any of the following times:

(i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.

(ii) Upon the fiscal agent executing the contract with the State.

(iii) Upon renewal or extension of the contract.

(iv) Within 35 days after any change in ownership of the fiscal agent.

(3) *Disclosures from managed care entities.* Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:

(i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.

(ii) Upon the managed care entity executing the contract with the State.

(iii) Upon renewal or extension of the contract.

(iv) Within 35 days after any change in ownership of the managed care entity.

(4) *Disclosures from PCCMs.* PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.

(d) *To whom must the disclosures be provided.* All disclosures must be provided to the Medicaid agency.

(e) *Consequences for failure to provide required disclosures.* Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

[76 FR 5967, Feb. 2, 2011]

Part B: Disclosure of Convictions
(Required by 42 C.F.R. § 455.106)

Name of Provider: _____

List the name and address of each person with an ownership or control interest of 5% or more in the above named entity, or is an agent or managing employee of the above named entity,

and

has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

(NOTE: "Agent or managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.)

Name	Relationship to Provider	Date of Conviction

By signing this form, I certify that the information provided is true and correct. I will notify LogistiCare Solutions, LLC if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: _____ **Title:** _____
(print or type) (print or type)

Signature: _____ **Date:** _____

Text of 42 C.F.R. §455.106

§4 55.106 Disclosure by providers: Information on persons convicted of crimes.

(a) *Information that must be disclosed.* Before the Medicaid agency enters into or renews a provider agreement, or at any time upon written request by the Medicaid agency, the provider must disclose to the Medicaid agency the identity of any person who:

(1) Has ownership or control interest in the provider, or is an agent or managing employee of the provider; and

(2) Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.

(b) *Notification to Inspector General.* (1) The Medicaid agency must notify the Inspector General of the Department of any disclosures made under paragraph (a) of this section within 20 working days from the date it receives the information.

(2) The agency must also promptly notify the Inspector General of the Department of any action it takes on the provider's application for participation in the program.

(c) *Denial or termination of provider participation.* (1) The Medicaid agency may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX Services Program.

(2) The Medicaid agency may refuse to enter into or may terminate a provider agreement if it determines that the provider did not fully and accurately make any disclosure required under paragraph (a) of this section.

Part C: Disclosure of Business Transactions
(Required by 42 C.F.R. § 455.105)

TO BE COMPLETED UPON REQUEST

Name of Provider: _____

INSTRUCTIONS: Answer questions 1 and 2 and submit the requested information, if applicable, to LogistiCare no more than 35 calendar days from the date on the cover letter enclosed with this form.

In compliance with 42 CFR §455.105, LogistiCare will provide the information obtained from this form to Health Plans and/or State Medicaid agencies in compliance with its contractual obligations. LogistiCare also is obligated to report the names of all providers who failed to complete this Disclosure Form to the applicable State Medicaid Agency or Health Plan. LogistiCare may refuse to enter into a contract and may suspend or terminate an existing provider agreement if the provider fails to disclose the information required below.

1. Have you, as the provider, had any business transactions with any subcontractor totaling more than $25,000 during the previous twelve (12) month period (12 month period ending as of the date on this request)? ____Yes ____No

   If *No*, you may skip to question #2. If *Yes*, list the direct or indirect ownership of any subcontractor with whom you as the provider has had business transactions totaling more than $25,000 during the previous twelve (12) month period (12 month period ending as of the date on this request). Attach as separate sheet if necessary.

Name and business address of Subcontractor	Provide One of the Following for the Subcontractor: SSN/EIN/TIN	Name and Address of the Owner of the Subcontractor (First/Middle/Last)	Transaction Amount

2. Have you, as the provider, had any significant business transactions with any wholly owned supplier or subcontractor totaling more than $25,000 during the previous five (5) year period (5 year period ending as the date on this request)? _____Yes _____No

   If *No*, you may skip this section. If *Yes*, please provide the information below for any significant business transactions between you as the provider and any wholly owned supplier, or between you as the provider and any subcontractor, during the last five (5) year period (5 year period ending as of the date of this request). Attach separate sheet if necessary.

"Significant business transaction" means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of $ 25,000 and 5 percent of a provider's total operating expenses.

Name and Business Address of Wholly Owned Supplier or Subcontractor	Provide One of the Following for the Wholly Owned Supplier or Subcontractor: SSN/EIN/TIN	Name and Address of the Owner of the Wholly Owned Supplier or Subcontractor (First/Middle/Last)	Transaction Amount

By signing this form, I certify that the information provided is true and correct. I will notify LogistiCare Solutions, LLC if any information provided in this form changes. By completing and signing this form, I give consent for the information contained herein to be disclosed to the Department of Health and Human Services or any other appropriate governmental agencies, including the Office of Homeland Security.

Name: _____ **Title:** _____
(print or type) (print or type)

Signature: _____ **Date:** _____

Text of 42 C.F.R. §455.105

§ 455.105 Disclosure by providers: Information related to business transactions.

(a) *Provider agreements.* A Medicaid agency must enter into an agreement with each provider under which the provider agrees to furnish to it or to the Secretary on request, information related to business transactions in accordance with paragraph (b) of this section.

(b) *Information that must be submitted.* A provider must submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about—

(1) The ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

(2) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

(c) *Denial of Federal financial participation (FFP).* (1) FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Secretary or the Medicaid agency under paragraph (b) of this section or under § 420.205 of this chapter (Medicare requirements for disclosure).

(2) FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the Secretary or the Medicaid agency and ending on the day before the date on which the information was supplied.

Non-Emergency Medical Transportation
Account Setup Agreement

INFORMATION COVER SHEET

- **<u>ALL</u> Transportation Providers must execute the Account Setup Agreement in order to receive payments for transportation services rendered by the provider.**

- **<u>The terms of the Transportation Agreement shall supersede any contrary provision of this Account Setup Agreement</u>.**

- **The Account Setup Agreement includes the following major provisions:**
  - Federal Tax ID#, or other identifying information for the Transportation Provider
  - Certification and documentation by the Transportation Provider that it meets all Federal, State and Local qualifications, credentials, and licensure to perform non-emergency medical transportation services
  - Process and time period for submission and payment of claims
  - Passenger information obtained by the Transportation Provider is subject to confidentiality provisions of the Health Information Portability and Accountability Act
  - Transportation service and billing records are subject to Medicaid and/or Medicare audit and inspection
  - Transportation Provider is an independent contractor and is neither an employee nor agent of LogistiCare

- **Note: This information cover sheet is included as an information aid only and <u>IS NOT</u> a part of the Account Setup Agreement.**

Non-Emergency Medical Transportation
Account Setup Agreement

Based upon the following recitals, the sufficiency of which is hereby acknowledged, LogistiCare Solutions, LLC ("LGTC") and _____, ("Provider") enter into this Account Setup Agreement ("Agreement").

ARTICLE I. PURPOSE

1.0 LGTC, in its capacity as the broker of non-emergency medical transportation ("NET") services to various Clients, including Medicaid Agencies and Medicare Managed Care Organizations, must process invoices from and submit payments for services to NET providers ("Billing Process"). The Billing Process includes claims adjudication, verification of eligibility and prior authorization, and other information that allows LGTC Clients to confirm that eligible persons receive appropriate NET services and that NET provider claims are appropriately processed and paid.

1.1 This Agreement delineates the responsibilities of LGTC and Provider associated with the Billing Process for NET services. Execution of this Agreement is a precondition and requirement for Provider to submit invoices to LGTC and receive payment for NET services.

ARTICLE II. PARTIES

LogistiCare Solutions, LLC
1275 Peachtree Street, NE
Atlanta, GA 30309
Attention: Chief Administrative Officer
(404) 888-5800

Provider:_____
Address: _____
Address: _____
Contact Name: _____
F.E.I.# or SS#:_____ Phone #: _____

ARTICLE III. GENERAL PROVISIONS

3.0 Term of Agreement. The term of this Agreement shall be from the date of execution by signature through a period of one (1) calendar year. The Agreement shall automatically renew for additional one-year terms unless terminated by either party in accordance with the provisions of Article VIII of this Agreement.

3.1 Assignment. Provider shall not sell, transfer, assign or dispose of this Agreement, in whole or in part, or any of its rights or obligations, to any other party without the express written consent of LGTC.

3.2 Modifications. Any change to this Agreement will be effective only when set forth in writing and signed by an authorized representative of each party.

ARTICLE IV. SCOPE OF WORK

4.0 Provider shall provide NET service to individuals as pre-authorized by LGTC.

4.1 Certifications.

a) Provider certifies and will provide conclusive documentation, as applicable, that it is in compliance with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles.
b) Provider certifies that it carries $_____ of auto liability insurance which meets or exceeds the state minimums for the vehicles being operated. Provider further certifies that it carries $_____ of commercial general liability insurance. Provider shall submit current copies of its certificates of insurance indicating such auto and general liability coverage and naming LogistiCare Solutions, LLC as an additional insured upon execution of this Agreement and upon replacement, change or renewal of either insurance policy.
c) Provider certifies that it is in compliance with applicable laws and regulation regarding criminal background checks and drug screens for all drivers, including fingerprinting if required by any law enforcement entity for the jurisdictions in which it performs NET services. Provider further certifies that all drivers meet current state and federal motor carrier safety regulations and guidelines.
d) Provider certifies that vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
e) Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
f) Provider certifies that all information obtained regarding riders will be held in strict confidence and is used only as required in the performance of Provider's transportation services and that Provider shall comply will all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4.2 LGTC and Provider hereby agree that only services specifically pre-authorized by LGTC will be compensated.

4.3 As a condition of payment, Provider must submit accurate invoices to LGTC within 90 days of date of service. Invoices not submitted within 90 days of service will be subject to a ten percent (10%) reduction in the amount that would otherwise be due under the invoice. Invoices submitted more than 120 days after date of service will be disallowed in their entirety. If Provider must first bill Medicare or other primary payer, the timeframe for submitting claims to LGTC shall begin on the date of

the denial of the claim by Medicare or other primary payer.

4.4 LGTC processes for payment properly submitted uncontested invoices within thirty days after submission. LGTC will submit payments to Provider twice per month by check or electronic transfer. Payments are inclusive of and constitute billing of all applicable state and local sales and use taxes on transportation services. Provider understands it is responsible to calculate and remit all applicable taxes on such services.

4.5 LGTC may offset from Provider's future payments any reimbursement owned by Provider due to overpayment of claims.

ARTICLE V. CONFIDENTIALITY, PRIVACY, and SECURITY

5.0 Provider shall comply with all applicable laws and regulations pertaining to confidentiality, privacy, and security of proprietary and confidential information. The provisions of this section do not preclude the Provider from compliance with federal and state reporting laws and regulations. Further, these provisions also allow the Provider to fully meet reporting requirements for audit purposes.

5.1 Provider must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the LGTC HIPAA Privacy and Security Officer at 1 (800) 486-7647, within 48 hours of becoming aware of said breach. Failure to perform may constitute cause for immediate termination of this Agreement.

ARTICLE VI. AUDIT AND INSPECTION

6.0 The Provider shall furnish records and information regarding any invoice(s) for service(s) to LGTC, any LGTC Clients, any state Medicaid Agency or Medicaid Fraud Control Unit, the Centers for Medicare and Medicaid Services ("CMS") and any representative of the U.S. Secretary of the Department of Health and Human Services ("DHHS") in compliance with applicable law or regulation. The Contractor shall not destroy or dispose of records, which are under audit, review or investigation.

ARTICLE VII. OTHER TERMS AND CONDITIONS

7.0 The relationship between LGTC and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship including one of employer and employee or principle and agent or joint venture or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of employment related taxes and insurance for its employees, including but not limited to workers' compensation and unemployment insurance.

7.1 If Provider is also a participating network provider for LGTC pursuant to an executed Transportation Agreement, then this Agreement is subordinate to the Transportation Agreement and any provisions of this Agreement that are in conflict with provisions of the Transportation Agreement (including any Exhibits thereto) shall be considered null and void and the provisions of the Transportation Agreement shall control.

7.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia regardless of the forum where it may come up for construction.

ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE

8.0 Either party may terminate this Agreement by providing fifteen (15) day written notice of termination to the other party.

8.1 In the event funding of the NET program from the State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately upon written notification to the Provider by LGTC.

8.2 Termination of this Agreement shall not release either party from any obligations set forth herein which shall survive this Agreement as noted herein or by their nature would be intended to apply after any termination.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by LogistiCare Solutions, LLC as specified below.

LOGISTICARE SOLUTIONS, LLC	**PROVIDER:**_____
Effective Date:_____	Date:_____
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title: _____	Title: _____

Internal Use Only

GL Code:_____ Set up in AP: Y____ N____ By:_____

LogistiCare

LOGISTICARE INSURANCE CREDENTIALING CHECKLIST

Provider Name: _____

Insurance Certificate on file? Yes ☐ No ☐

A current copy of your **Insurance Certificate** needs to be submitted along with the information below:

CREDENTIALING TYPE	EXPIRATION DATE	AMOUNT	VERIFIED BY	COMMENTS
General Liability Coverage ($1,000,000)				
Coverage for Contractual Liability-Occurrence based (**not** claims made)				
Additional Coverage of Sexual Abuse and Molestation – ($500,000.00)				
Workers Compensation				
Automobile Liability/Any Auto or symbols 2, 8 & 9 **must** be selected as part of coverage unless otherwise approved by SVP.–($1,000,000) Ambulances – ($1,000,000)				
LogistiCare Solutions, LLC **(see below for Additional Insured language.)**				
"LogistiCare Solutions, LLC and _____ are included as Additional Insured with regard to commercial General Liability and Auto Liability policies as required by written contract. General Liability coverage includes blanket contractual liabilities and sexual abuse and molestation".				
LogistiCare Certificate Holder				

Additional Comments:_____

_____

_____

_____

LogistiCare

AFTER HOURS CONTACT INFORMATION

Please fill out the information below for our records. More than one contact may be listed.

Company Name:_____

Name of contact:_____
Phone #: _____

Name of contact:_____
Phone #:_____

Version: Dec-2011

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

LogistiCare

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

I/we hereby authorize ***LogistiCare Solutions, LLC*** ("*The Company*") to initiate electronic credit entries to the financial institution and account indicated below. I/we further authorize "*The Company*" to initiate electronic debit entries to the account listed below to correct any errors. This authority is to remain in full force and effect until "*The Company*" has received written notification to terminate the agreement. All changes must be submitted in writing and may require a new EFT agreement.

Section 1 (*To be completed by the Transportation Provider*)

Type of Transaction: ____ Add ____ Change ____ Delete

Transportation Provider Name: _____

Address: _____

_____

Telephone Number: _____

Federal Tax Identification Number: _____

Authorize Signer Name: _____

Authorize Signature: _____

Section 2 (*To be completed by the Financial Institution*)

Direct Deposit to be made to: _____

Financial Institution Name: _____

Address: _____

_____

Telephone Number: _____

Routing & Transit Number/ABA #: _____

Account Number (*Transportation Provider*): _____

Bank Official Signature: _____ Date: _____

Section 3 (*To be completed by the LogistiCare Solutions, LLC*)

Date Received: _____ Vendor Code: _____

A/P Approval: _____ Treasury Approval: _____

PLEASE ATTACH VOIDED CHECK HERE

No Counter/Starter Checks

LogistiCare

LogistiCare Transportation Provider
Electronic Data Interchange (EDI) Packet

Dear LogistiCare Transportation Provider:

LogistiCare has opened a secured web site designed to improve and streamline communication between you and LogistiCare. Using the web site, you can print or download your trip list, enter information about trips that you complete for LogistiCare, reroute trips, and enter trips that were not completed or were cancelled. You may also bill LogistiCare using this site, and if you choose to do so, you can obtain certain performance reports on your drivers and vehicles. Please note that certain billing functions are only available to fully contracted providers with rate and mileage agreements.

Use of the site is strictly voluntary. To utilize the site, you must register with our web site provider, Provado Technologies, LLC. The attached Electronic Data Interchange (EDI) forms must be filled out, signed and forwarded to Provado Technologies. The forms include:

1. Transportation Provider EDI Operational Information Form – use this form to provide your contact information to Provado Technologies and designate the people authorized to sign User Requests.

2. Electronic Data Interchange (EDI) Agreement – this form represents the agreement between you and LogistiCare Solutions, LLC regarding the use of the secured web site.

3. EDI User Form – use this form to add or remove individual users from the system. You are responsible for properly managing your employees' access to the system.

If you are interested in using the site, please print the forms and have them filled out and signed by an authorized individual at your company. **If you are a brand new provider, include originals of these documents with your contracts.** If you are an existing provider, send the originals to Provado Technologies, LLC at the address indicated on the form. **The originals of the first two forms must be sent. Copies will not be accepted.** The EDI User form can be sent via fax.

Notes:

- Providers who work in multiple states but only have one billing / back office address need only sign the EDI Agreement form once but must submit multiple Operational Information sheets (one for each state).
- Providers who work in multiple states and have separate billing / back office addresses must sign the EDI Agreement and Operational Information forms for each state.

LogistiCare Transportation Provider
EDI Operational Information

Please Type or Print Clearly

Company Name: _____
Mailing Address: _____
_____
Contact Name: _____
Job Title: _____
Phone Number: _____

Fax Number: _____

Email Address: _____
LogistiCare Provider Number (Shorthand): _____

Contracted Provider? ◯ Yes ◯ No

Authorized Signatures: The following authorized signatures will be accepted on User Request forms. If the signature on the User Request form does not match one of the below signatures, the request will be denied.

Signature	Title	Name	
Signature	Title	Name	
Signature	Title	Name	

New Providers include signed Originals with your contract documents.

Existing Providers Mail Originals to:

Provado Technologies, LLC.
Attn: LogistiCare TP Services
8160 Baymeadows Way West
Suite 200
Jacksonville, FL 32256

Electronic Data Interchange (EDI) Agreement for LogistiCare Transportation Providers

This is to certify that _____ of
(Company Name)

_____, _____, _____ _____ on
(Street Address) (City) (State) (Zip Code)

the _____ day of _____, 20_____, agrees to the following conditions for the submission of electronic transactions to LogistiCare Solutions, LLC.

1. The Transportation Provider acknowledges that certain information transmitted under this Agreement may be protected by the Health Insurance Portability and Accountability Act ("HIPAA") and agrees to comply with all relevant requirements of HIPAA and its regulations, including but not limited to:

- Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in connection with performing services for LogistiCare;
- Ensuring that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
- Reporting to LogistiCare any security incident of which it becomes aware;
- Agreeing that this agreement and any other agreement with LogistiCare may be terminated if LogistiCare determines that the Transportation Provider violated a material term of this contract.

2. The Transportation Provider is not to be construed as an agent of LogistiCare Solutions, LLC or Provado Technologies, LLC by virtue of this agreement. This agreement only governs the terms under which the undersigned Transportation Provider may submit electronic transactions while performing services for LogistiCare Solutions, LLC.

3. Access to LogistiCare's secure website may be terminated at any time by LogistiCare Solutions, LLC or Provado Technologies, LLC with or without cause or notice. Providers must ensure that any PC used to access the site is fully up-to-date with all Microsoft operating systems patches and has updated anti-virus software such as Symantec (Norton) or McAfee.

4. The undersigned Transportation Provider agrees to use the system in accordance with the instructions of LogistiCare and understands the intentional entry of invalid or false information is unlawful and may have significant adverse legal repercussions. The Transportation Provider is responsible for ensuring that its employees or agents use the system correctly. Contracted Transportation Providers may be assessed liquidated damages in accordance with their transportation contract with LogistiCare for improper reporting or improper invoicing.

5. Each user of the secured electronic systems must have his or her individual user id and password which is kept confidential. There can be no "shared" logins.

6. The Transportation Provider will promptly notify Provado Technologies by fax of any EDI users who have left the company so their access to electronic systems can be terminated. Promptly is defined as a maximum of 2 business days.

7. This agreement will become effective when executed by both parties and may be amended only in writing similarly executed.

TRANSPORTATION PROVIDER	**LOGISTICARE SOLUTIONS, LLC**
_____ (Print Name of Company)	
_____ (Signature of Owner or Official)	_____ (Signature of Authorized Represenative)
_____ (Printed Name of Owner or Official)	_____ (Printed Name of Authorized Representative)
_____ Title of Auth. Representative Date	_____ Title of Auth. Representative Date

LogistiCare EDI User Form

Please Type or Print Clearly

Date: _____

Provider Name: _____
Mailing Address: _____
_____
Phone Number: _____ Fax Number: _____
LogistiCare Provider Number (Shorthand): _____

Access: Select one from the left column and one or more from the right column:

Add New User	LogistiCare TP Web Site
Inactivate User	Provado Dispatch and Billing Mgr.
Re-activate Existing User Login	
Password Reset	

User Last Name: _____

User First Name: _____

User Title: _____

Authorized Signature: _____
(From Operational Information Form)

Fax to: Provado Technologies / Attn: LogistiCare TP Services
Fax Number: 877-637-9094

NOTE: For a new user, this form will be completed by Provado Technologies and faxed back to the fax number provided at the top. Please be sure to supply a fax number where the return fax can be secured until given to the user.

TO BE COMPLETED BY PROVADO TECHNOLOGIES, LLC:

User ID Assigned: _____

Temporary Password: _____

Date Completed: _____

Provider Web Site and EDI Support

We have set up a contact point at Provado Technologies for questions and concerns about the EDI forms, the site, and user logins.

You can call or email the below contact for the following issues:

- Questions about how to fill out the EDI forms
- Questions on the status of your EDI application
- Questions about user logins
- To report that the web site is down
- To request a copy of the web site Users Guide
- Questions about inactive accounts
- Changes to Operational Information

Please **do not** call the below contact for the following types of issues:

- Questions about your PCs or Internet connection
- Questions about your payments or any billing issues
- Questions about your EFT transfer

Transportation Provider Contact
Phone: 1-904-737-8022 x120
Email: lTproviderEDI@logisticare.com

Notes:

- Support Hours: 8:30 am to 5:00 pm Eastern. Please allow up to 4 business hours for a return call or return email.
- Changes in Operational Information require that you fill out a new Operational Information form.
- If a user login has been inactivated due to a lack of activity, you must send a User Request form to have the login re-activated.

Any issues or questions you have that are not included in the list of approved items for this contact point should be directed to your Regional Manager or Transportation Manager.

LogistiCare

4149 Highline Boulevard, Suite 200
Oklahoma City, OK 73108
Fax: (877) 316-2610

IOWA PROVIDER DRIVER/ATTENDANT UPDATE

Drivers/Attendants will not be entered and cannot be used without a complete packet submitted and approved

☐ Livery ☐ Wheelchair ☐ EMT ☐ Attendant

Provider Company Name: _____

Driver: ☐ New ☐ Update ☐ Termination

Termination Date: _____

Last Name	First Name	M.I.

Date of Birth _____ Social Security Number _____ ***clear legible copy***

Driver's License # _____ ***clear legible copy*** Expiration Date of License _____

Please initial all that apply to the packet	Provider	Operations	Corp
Office of the Inspector General (OIG) - http://exclusions.oig.hhs.gov			
Excluded Persons List Service (EPLS) - http://www.epls.gov			

Driver's License (Must have current KS state license)			
Driver must be 21 years of Age			
Clear and legible copy			
10 Panel Drug Screen (no older than 30 days, annual check required)			
5 panel (Consortium memberls ONLY)			
Medical Review Officer			
Chain of Custody			
Physician's statement for positive tests due to prescribed medication			
Sex Offender Check (no older than 30 days, annual check required)			
Motor Vehicle Report (no older than 30 days, annual check required)			
3 year history			
No more than 2 moving violations or at fault accidents in past 2 years			
No DUI/DWI in the past 10 years			
No suspensions in the past 3 years			
Criminal Background Check (no older than 30 days, annual check required)			
7 year National screening (KBI is not national)			
No crimes of violence, substance abuse or sexual abuse in past 10 yrs			

Training

CTAA Pass Basic			
CTAA Pass (for Wheelchair only)			
National Safety Council (NSC) First Aid / CPR / AED			
or American Red Cross First Aid			
and American Red Cross CPR			
National Safety Council (NSC) Defensive Driving			
or Smith Defensive Driving			

For LogistiCare Use Only

Remove NC ☐

Date Received _____

Date Sent Corporate _____

LogistiCare

4149 Highline Blvd, Suite 200
Oklahoma City, OK 73108
Phone: 800-243-5560
Fax: 877-316-2610

Iowa Vehicle Update Form

Provider Company Name: _____

Date: _____

All information must be completed and submitted for new vehicles to be entered

Add ☐ **Update** ☐ **Delete** ☐

VIN	Make	Model	Year	Type of Vehicle (A/W/S)	License Plate	Registration Expiration	Odometer

Please do not send Vehicle Registration as vehicle addition notification.
Send this form along with Registrations for updates and additions.

For LogistiCare Use Only

Remove NC ☐

Date Received _____

Date Sent Corporate _____

Software User Agreement

WHEREAS, LogistiCare Solutions, LLC ("LogistiCare") provides, among other things, transportation brokerage for the provision of non-emergency transportation services to eligible recipients; and

WHEREAS, _____ ("Provider") is a transportation company that provides non-emergency transportation services to eligible recipients pursuant to a Transportation Agreement with LogistiCare; and

WHEREAS, Provider wishes to utilize certain software referred to herein as Provado Billing Manager and/or Provado Dispatch Manager software ("Software"), to be made available by LogistiCare, through which Provider may dispatch trips assignments, submit billings, verify or otherwise manage trips performed on behalf of LogistiCare; and

WHEREAS, Provider wishes to enter into this Software User Agreement for the access to such software under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

(A) "Parties" means LogistiCare and the Provider, collectively.

(B) "Affiliate" includes any corporation or other legal entity (including joint ventures and trusts) controlling, controlled by, or under common control with the Provider through stock ownership or other equity interest, direct or indirect, and all employees, agents, consultants, representatives, successors, heirs and assigns thereof.

(C) A "Third Party" includes a natural person or legal entity, other than LogistiCare, the Provider, or an Authorized User.

(D) "Software Update" is any replacement, modification or upgrade to the Transportation Verification System software. A Software Update includes, but is not limited to a new release, a modified version, help content, a bug fix, or a maintenance release.

(E) "Authorized User" or "User" means a person who has been approved by LogistiCare to use the Software. Such approval to use the Software is obtained via a registration process provided by LogistiCare.

II. RIGHT OF USE AND RESTRICTIONS

(A) Subject to the terms and conditions of this Agreement, LogistiCare grants users a non-transferable, non-assignable, and non-exclusive right during the initial term of the subscription and any Renewal Term, as defined in Section IV, to electronically access and use the Software via the designated LogistiCare websites (hereinafter, "Websites") solely to manage aspects of health care related transportation, and solely by such number of authorized users who are employees

of the Provider and for whom users have paid the applicable fee, if any. All rights not expressly granted herein are reserved by LogistiCare.

(B) Users are entitled to access any Software Update, as defined herein, that LogistiCare, at its sole discretion, generally makes available to authorized users of the Software. Any Software Update will be considered part of the Software and subject to the terms of this Agreement, unless the Software Update is accompanied by additional terms or a further Agreement that supersedes this Agreement, and in which case the Software Update will be subject to the additional terms or the further Agreement.

(C) Users are not licensed or permitted under this Agreement and users shall

1. not allow any third party to permit an Affiliate to access or attempt to use the Software or access the Websites;
2. not allow any third party to access or attempt to access any other LogistiCare systems, programs or data that are not made available for public use;
3. not allow any third party to copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Websites;
4. not permit any third party to benefit from the use or functionality of the Software or Services via a rental, lease, or other arrangement
5. not allow any third party to transfer any of the rights granted to users under this Agreement;
6. not allow any third party to work around any technical limitations in the Software, use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law;
7. not allow any third party to perform or attempt to perform any actions that would directly or indirectly interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by LogistiCare or LogistiCare's other licensees or customers, or impose an unreasonable or disproportionately large load on the Transportation Verification System or LogistiCare's infrastructure, and
8. not allow any third party to use the Software for an unlawful purpose or to otherwise use the Software except as expressly allowed under this Section II.

III. OWNERSHIP

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. LogistiCare and/or its licensor(s) own the title, copyright and other worldwide intellectual property rights in the Software and all copies of the Software. The Software is licensed for

use and is not sold. Provider shall not engage in any activity that infringes or misappropriates the intellectual property rights of LogistiCare or of its licensor(s). This Agreement does not grant Provider or Users any rights to trademarks or service marks of LogistiCare.

IV. SUBSCRIPTION PRICE, PAYMENT

The right to use the Software is provided at no c ost to Provider so long as Provider is under contract as a transportation provider to LogistiCare. If Provider's transportation agreement with LogistiCare is terminated for any reason Provider's right to access and use the Software and associated web site will also be terminated.

V. REGISTRATION DATA

Users must complete a registration process to use the Software and Services and must (i) provide accurate, current and complete information (the "Registration Data") as prompted by LogistiCare, and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If Users provide any Registration Data that is inaccurate, not current or incomplete, or if LogistiCare has reasonable grounds to suspect that the date is inaccurate, not current or incomplete, LogistiCare may, in its sole discretion, suspend or terminate User's account and refuse any and all current or future access to and use of the Software or Services (or any portion thereof).

VI. PROVIDER ACCESS INFORMATION AND DATA

(A) Provider and its Authorized Users are solely responsible for (i) maintaining the confidentiality and security of Users' name(s), password(s), and any other security or access information used by Users to access the Software and Services (collectively, "Provider Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that users store or use in or with the Software and Services (collectively, "Data").

(B) Provider is responsible for providing access under the terms of this Agreement to Authorized Users who are Provider's employees, and for ensuring that such Authorized Users comply with this Agreement.

(C) Provider will be responsible for all electronic communications, including Registration Data and other data ("Communications") entered using the Provider Access Information. LogistiCare assumes that any Communications it receives through use of the Provider Access Information were sent or authorized by Users. Provider agrees to immediately notify LogistiCare if it becomes aware of any loss, theft or unauthorized use of any Provider Access Information or Data. LogistiCare reserves the right to deny Users access to the Software or Services (or any part thereof) if LogistiCare reasonably believes that any loss, theft or unauthorized use of Provider Access Information has occurred. Users must inform LogistiCare of, and hereby grants to LogistiCare permission to use, Provider Access Information to enable LogistiCare to provide the Services to Users, including updating and maintaining Data, addressing errors or service

interruptions, and to enhance the types of data and services LogistiCare may provide in the future.

VII. SUPPORT SERVICES

The Services provided by LogistiCare under this Agreement may include support services related to the Software ("Support Services"), such as an online knowledge base and other documentation, online tutorials, online demonstrations, online slide shows, and an online issue ticketing system. Use of Support Services, if any, is governed by LogistiCare's policies and programs described in any user's manual, in online documentation, and/or in other materials provided by LogistiCare. Any supplemental Software code provided to Users as a part of Support Services will be considered part of the Software and subject to the terms of this Agreement.

VIII. SOFTWARE AND SERVICE MODIFICATIONS AND MAINTENANCE

(A) LogistiCare shall have the right, in its sole discretion, to revise, update, or otherwise modify the Software or Services. LogistiCare will attempt to provide prior notice of such a revision, update or other modification of the Software or Services, but does not guarantee that such notice will be provided. LogistiCare reserves the right to make such a revision, update or other modification to the Software or Services effective immediately and without prior notice to maintain the security of the Transportation Verification System or to comply with any laws or regulations. Users continued use of the Software or Services will constitute Provider's acceptance of and agreement to such revision, update or other modification.

(B) LogistiCare may, from time to time, perform maintenance upon the Software or Services resulting in interrupted service, delays or errors in the Software or Services. LogistiCare will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

IX. THIRD PARTY SERVICES

In connection with Provider's use of the Software, Users may be made aware of services, products, offers and promotions provided by third parties, and not by LogistiCare ("Third Party Services"). If Users decide to use Third Party Services, Users and Provider are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. Provider agrees that the third party, and not LogistiCare, is responsible for the performance of the Third Party Services.

X. THIRD PARTY WEBSITES

The Software may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under the control of LogistiCare. LogistiCare is not responsible for the content of any Third Party Website or any link contained in a Third Party Website. LogistiCare does not review, approve, monitor, endorse,

warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Software or Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by LogistiCare of any information contained in any Third Party Website. In no e vent will LogistiCare be responsible for the information contained in such Third Party Website or for Users use of or inability to use such website. Access to any Third Party Website is at Provider's own risk, and Provider acknowledges and understands that linked Third Party Websites may contain terms and privacy policies that are different from those of LogistiCare. LogistiCare is not responsible for such provisions, and expressly disclaims any liability for them.

XI. HIPAA COMPLIANCE

The Software and Services provide features for managing health care related transportation in a manner that complies with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Provider agrees to use the Software and Services in a manner consistent with HIPAA and all applicable federal and state privacy laws relating to medical or health information.

XII. TERM AND TERMINATION

(A) This Agreement shall have a term of one year from the date of execution by LogistiCare and will automatically renew for successive one year terms. This Agreement shall terminate automatically without notice or action of either Party at such time as Provider's Transportation Agreement with LogistiCare Solutions, LLC is terminated. LogistiCare reserves the right, in its sole discretion, to terminate Users access to the Software and Services or any portion thereof at any time, without notice. Upon termination, users must immediately cease using the Software and Services. Any termination of this Agreement shall not affect LogistiCare's rights hereunder. Further, Provider agrees that upon termination of this Agreement as provided in this Section XII or cancellation of the subscription by users in accordance with Section IV, LogistiCare shall not be liable to Provider, Users or any third party for any termination of access to the Software or Services.

(B) In addition to its other rights of termination, LogistiCare shall have the right to terminate this Agreement and the right of use granted herein in the event the Provider (i) ceases conducting business in the normal course; (ii) initiates proceedings for the liquidation or winding up of the Provider's business or for the termination of its corporate charter; (iii) becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of its creditors; (iv) is the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; (v) becomes the subject of any involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing; (vi) is liquidated or dissolved; (vii) is

adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; or (viii) becomes subject to direct control by a receiver, liquidator, trustee, or assignee in bankruptcy or insolvency.

(C) Provider may terminate this Agreement at any time by providing ten (10) days advance written notice to LogistiCare.

XIII. NONCOMPETITION

(A) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not, directly or indirectly, use the Websites, Software and Services in any manner that would compete or tend to compete with the business of LogistiCare, including but not limited to brokering the provision of health care related transportation, or to otherwise use the Websites, Software and Services for any commercial purpose except strictly in accordance with the terms of this Agreement.

(B) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not write, develop, produce, sell, disseminate, disclose, lecture on, publ ish an article concerning, or offer a service based on a software application that provides the same, or substantially the same, functionality as the Software, or a substantial portion thereof, without LogistiCare's prior written consent.

(C) Provider agrees that, during the term of this Agreement and for five (5) years after termination of this Agreement, Provider or its Users will not assist a third party to write, develop, produce, sell, disseminate, disclose, lecture on, publish an article concerning, or offer a service based on a software application that provides the same, or substantially the same, functionality as the Software, or a substantial portion thereof, without LogistiCare's prior written consent.

XIV. COPYRIGHT

(A) All title and copyrights in and to the material and content of the Websites ("Content") (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Software), any accompanying printed materials, and any copies of the Software, are owned by LogistiCare or its suppliers. This Agreement grants users no title to the Content or rights to use the Content.

(B) The Content may not be copied, distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of LogistiCare, except that users may print out a copy of this Agreement or the Content solely for the intended use of the Software. In doing so, Users may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark or any other proprietary notice or legend appearing on any of the Content.

(C) Provider or Users may not reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies of, create derivative works from, distribute or provide others with the Software in whole or part, or transmit or communicate the Software over a network.

XV. EXPORT RESTRICTIONS

Users may not export, ship, transmit or re-export software in violation of any applicable law or regulation including but not limited to Export Administration Regulations issued by the U.S. Department of Commerce.

XVI. DISCLAIMER OF WARRANTIES

LOGISTICARE AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SERVICES "AS IS", WITH ALL FAULTS, AND ON AN "AS AVAILABLE" BASIS, AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE AND S ERVICES, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, PERFORMANCE, CONDITION OF TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. LOGISTICARE DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, IDENTITY THEFT, THREAT OF HACKERS, OTHER PROGRAM LIMITATIONS, OR THAT THE SOFTWARE OR SERVICES WILL MEET USERS REQUIREMENTS. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND SERVICES IS WITH PROVIDER AND/OR USERS.

XVII. LIMITATION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LOGISTICARE OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, EVEN IF LOGISTICARE OR ANY S UPPLIER HAS BEEN ADVISED OF THE POSSIBILITYOF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

XVIII. SEVERABILITY

If any portion of this Agreement is adjudicated to be invalid or unenforceable in the governing jurisdiction, the remainder shall remain in full force and effect and shall be enforceable against LogistiCare and Provider, and the invalid or unenforceable portion shall be reformed, if possible, to be as close to the invalid or unenforceable portion as enables said reformed portion to be valid and enforceable, and said reformed portion shall reflect a most favorable interpretation of the invalid or unenforceable portion, both in letter and inferences to the advantage of LogistiCare.

XIX. NO WAIVER

No waiver of any right under this Agreement will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this Agreement.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as agreed in writing by the Parties, such amendment to become effective on t he date stipulated in such amendment, unless unilateral amendment is permitted pursuant to Section XXII (C).

XXI. INDEMNIFICATION

(A) Provider hereby agrees to indemnify, defend and hold LogistiCare, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents, contractors, licensors, and representatives harmless from and against any and all claims, loss, damage, tax, liability and/or expenses (including attorneys'fees) arising out of, or alleged to arise out of or be in connection with Provider's use of the services under this Agreement or violation of the terms of this Agreement).

(B) Provider further agrees to indemnify and hold LogistiCare, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents, contractors, licensors, and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, arising out of, or alleged to arise out of Users' use of the Software or Services, Users' violation of the terms and conditions in this Agreement, or the infringement by Users, or any other user of the Software or Service using Users' computer, of any intellectual property or other right of any person or entity.

XXII. GENERAL PROVISIONS

(A) This Agreement, including all matters of construction, validity, and performance, will be governed by and construed and enforced in accordance with the laws of the State of Georgia as applied to contracts made, executed, and to be fully performed in such state by citizens of such state, without regard to its conflict of law rules. The Parties agree that the exclusive jurisdiction and venue for any action brought between the Parties under this Agreement will be a court of the State of Georgia in Fulton County, and the Parties further consent to request assignment of the case to the Business Court of Fulton County.

(B) All notices, demands and other communications directed to Provider or Users hereunder shall be sent to the email addresses or U.S. mail addresses

Provider supplies during the registration process. Any notices Provider or Users send to LogistiCare should be sent by email to info@LogistiCare.com, or by regular mail to LogistiCare Solutions, LLC, c/o Provado Technologies, LLC, 8647 Baypine Road, Suite 204, Jacksonville, FL 32256. Notices will be deemed to have been delivered, whether dispatched by email or otherwise, at the time of receipt.

(C) LogistiCare shall have the right to change or add to the terms of use of the Software and Services, (provided that it is not LogistiCare's intent that such change substantially affect the use rights granted to Provider in Section II and for which consideration was paid by Provider or Users) and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software and Services (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means LogistiCare determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Software or on any LogistiCare sponsored web site, including but not limited to the Websites. Any use of the Software by Provider or Users after LogistiCare's publication of any such changes shall constitute Provider's acceptance of this Agreement as modified. If Provider does not agree with any amended terms and conditions it may terminate this Agreement by submitting a written termination notice as provided in Section XII (C).

(D) The Section Headings in this Agreement are for convenience and ease of reference only, and shall not be deemed to alter or effect any provision hereof.

(E) Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

(F) Provider attests that the individual signing this Agreement is authorized to execute the Agreement and to bind Provider to the terms herein.

Provider:	**LOGISTICARE SOLUTIONS, LLC**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

LogistiCare

Transportation Provider Manual

Acknowledgement of Receipt

I, _____ _____hereby
(Name) **(Title)**

acknowledge and that I have received a complete copy of LogistiCare Solutions, LLC's Provider

Manual for my state on behalf of and for/

_____.

(Legal Name of Transportation Provider)

PROVIDER:

_____

Printed Name: _____

Title: _____

Signature: _____

Date Received: _____

ATTESTATION

On behalf of _____ [insert name of company], I certify that I have received LogistiCare's Fraud Waste and Abuse Prevention Policy and CMS's training modules on Medicare Parts C & D Fraud, Waste, and Abuse and General Compliance.

I have provided copies of these materials to all employees that perform services related to my company's contract with LogistiCare and directed them to read and ensure that they understand them.

I will provide copies of these documents to any new employees in the future promptly upon hire, and will direct those employees to read the materials and ensure that they understand them.

_____ _____

Signature Date

_____

Printed Name

the City of Marshalltown
Housing & Community Development

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

September 28, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Annexation request for 2307 Campbell Drive.

Policy Issue: The City has had a request to provide City sewer to a property in unincorporated Marshall County. The Water department previously had regulations requiring an annexation application be made in order to receive City water. We are in the process of formalizing similar policies. As that ordinance moves forward we have an immediate case needing action.

Recommendation: Staff recommends approving the request for annexation for the property at 2307 Campbell Drive following the public hearing. The process includes setting a public hearing which will occur during the January 11, 2016 Council meeting. Between now and the hearing notification must also be sent to the Marshall County Board of Supervisors.

Background: The property was operating on a septic system which needed to be replaced. Since City sewer is available the County would not permit a new system to be installed. It was discussed among City staff and water department that annexation would be required. An application has been submitted.

Budget Impact: There is not a fee for taxpaying properties being annexed into the city. The administrative expenses associated with the request are covered under the zoning operating budget.

Attachment: Annexation application.

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown
All-America City
2012

City of Marshalltown
Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
11/30/15	Application received
12/7/15	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2nd & 4th Monday)
12/16/15	Application mailed to County Board of Supervisors at least 14 **business** days prior to Council action. Mail certified copy on Friday 4 weeks prior, i.e. meeting on Monday, Nov. 23rd = Certified mail sent Friday, Oct. 30th)
12/16/15	Notice of public hearing submitted to the newspaper 1 week prior to publication.
12/23/15	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior, i.e. meeting on the Monday Nov. 23rd = publication on Friday Nov. 6th)
1/11/16	Public Hearing held and Council resolution approved at the City Council Meeting (2nd & 4th Monday)
	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☑ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☑ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☑ Map of property to be annexed.
- ☑ Description of the current use and expected use of the annexed property.
- N/A $250 application fee. (applicable to tax-exempt parcels only)

* To be provided once correct legal obtained

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: 2307 Campbell Drive, Marshalltown, IA 50158	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 11-09-201-002	
Owner of Record: Donald Risius - (deceased)	
Address of Owner of Record: N/A	
Owner Phone: N/A	Owner E-mail: N/A
Authorized Agent: Richard E. Ingledue, Executor	
Address of Authorized Agent: 2638 - 182nd Street, Marshalltown, IA 50158	
Agent Phone: 641-751-4708	Agent E-mail: ringledue@citizenssavingsbank.com

Please indicate if the property is involved in any of the following:

☐ Bankruptcy ☐ Contract ☐ Civil Suit ☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request: occupy as a residence and as to connect to the existing city sewer

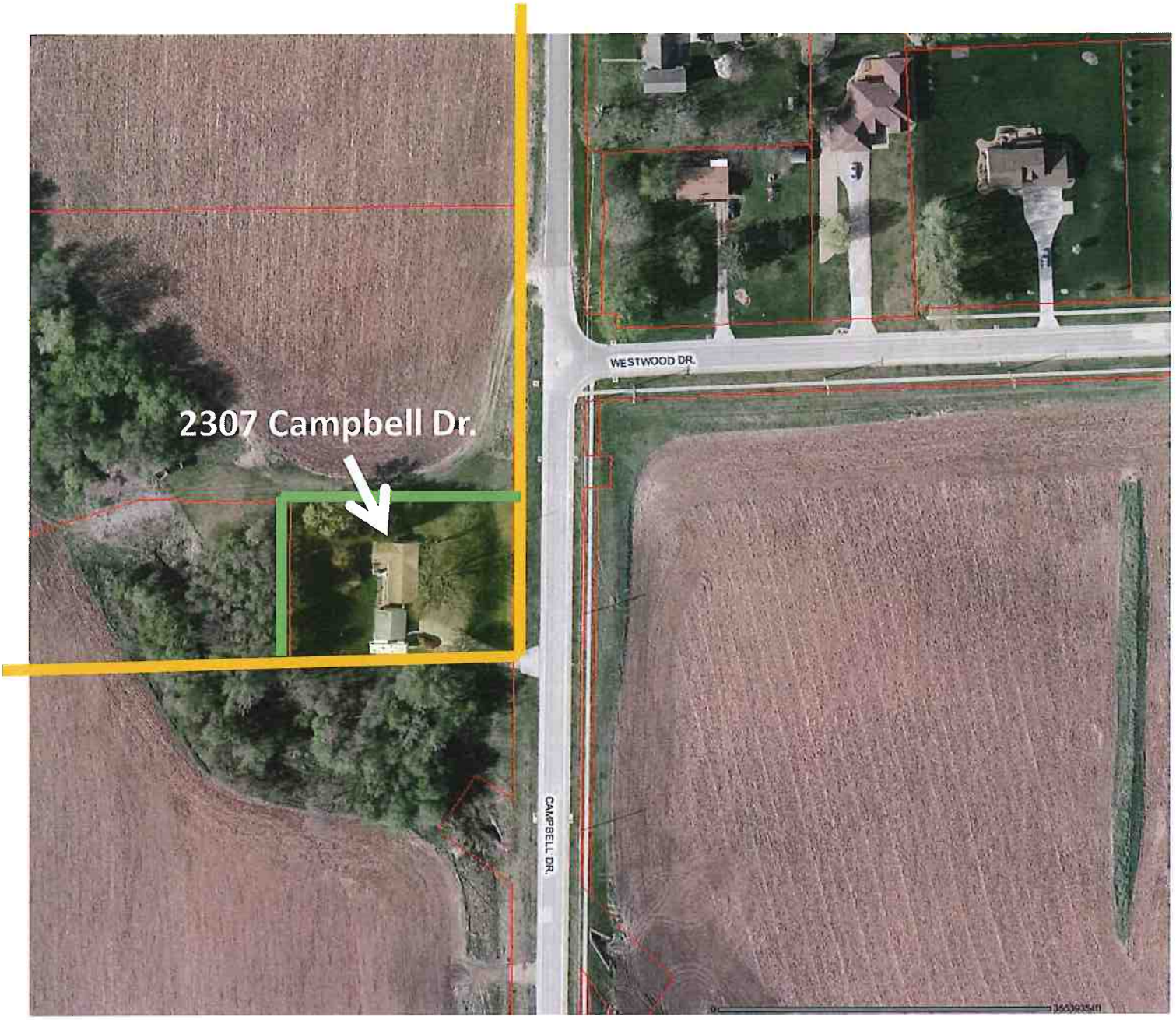
I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.

Exec. 11-30-2015

Owner/Agent Signature Date

Owner/Agent Signature Date

Owner/Agent Signature Date



Current Corporate Limits

Proposed New Corporate Limits after annexation

THE IOWA STATE BAR ASSOCIATION Official Form No. 103 | Dennis D. Appelgate ISBA # 00097 | FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

9806059 09/11/1998 02:12PM 1 of 1
Joan A Smith-Legg Marshall County Recorder

STATE OF IOWA, MARSHALL CO.
entered upon transfer books and for taxation this 11th day of September A.D. 1998
AUDITOR
ASSISTANT

Joan A. Smith-Legg
9806059
RMT NO. PER. MOTOR.
500 5.00 Per 5.00

Preparer Information Dennis D. Appelgate, 120 East High, PO Box 249, Toledo IA 52342-0249, (515) 484-2320
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE FOR RECORDER

WARRANTY DEED - JOINT TENANCY

For the consideration of One Dollar(s) and other valuable consideration,
Janet A. Helleso, formerly Janet A. Coop, and Donald Helleso, Wife and Husband,

do hereby Convey to
Donald Risius and Beverly Risius, Husband and Wife,

as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Marshall County, Iowa:

Commencing at a point 1602 feet South of the Southeast Corner of the Northwest Quarter of the Southeast Quarter of Section 4, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence West 243 feet, thence South 154 feet, thence East 243 feet, thence North 154 feet to place of beginning, being a part of the Northwest Quarter of the Northeast Quarter of Section 9, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

REAL ESTATE TRANSFER
TAX PAID 37
STAMP #
$ 91.20
RECORDER
9-11-98 64
DATE COUNTY

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF Iowa, ss:
Tama COUNTY,

On this 10th day of September, 19 98, before me, the undersigned, a Notary Public in and for said State, personally appeared Janet A. Helleso, formerly Janet A. Coop, and Donald Helleso, Wife and Husband, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Dennis D. Appelgate
Notary Public

(This form of acknowledgment for individual grantor(s) only)

Dated: September 10, 1998

Janet A. Helleso (Grantor)
Janet A. Helleso

Donald Helleso (Grantor)
Donald Helleso

(Grantor)

(Grantor)

© The Iowa State Bar Association
IOWADOCS™ 0197

Whitney Hunt
Marshall County Assistant Auditor & Recorder
1 E. Main St.
Marshalltown, IA 50158
phone: (641) 844-2715

COUNCIL DATE: December 14, 2015

VISA	$24,632.99	VISA
ACH'S	$784,680.56	ACH'S
CHECKS	$417,530.51	CHECKS
PAYROLL#23	$531,588.51	PERIODS ENDING
	$1,758,432.57	TOTAL FOR COUNCIL

101310.5410.000	3rd GENERATION UPHOLSTERY	UPHOLSTER CHAIRS	325.00
101310.5450.000	A T & T	Sarah Rosenblum	31.89
101850.5340.100	ACOM SOLUTIONS INC	10/1/14-9/30/15	940.00
101110.5570.000	ACTION AUTO PARTS INC	#514 FRONT	50.00
206120.5570.000	ACTION AUTO PARTS INC	VEHICLE MAINT	200.00
101440.5340.010	AG LIME TRUCKING & MOWING INC	AQUATIC CENTER	1,450.00
520520.5600.000	AIRGAS	SHOP OXYGEN	115.33
520520.5600.030	AIRGAS USA, LLC	ACETYLENE	172.21
206710.5600.000	AIRGAS USA, LLC	ACETYLENE/OXYGEN	115.33
206710.5600.000	AIRGAS USA, LLC	TIP CTGN	19.54
152451.5600.000	ALL AMERICAN WRESTLING	Matman Mat	633.71
101110.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	477.54
101110.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	33.79
101140.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	136.66
101310.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	136.66
101420.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	197.58
101440.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	64.20
101480.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	32.10
101560.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
101561.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
101581.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	33.76
101770.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
101820.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	33.76
101830.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
101831.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
101840.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	69.16
101850.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	69.16
101870.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	33.76
101890.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	165.48
101890.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	4.92
101891.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	32.10
152451.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	33.76
206120.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	33.76
206710.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	101.26
206760.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
233410.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	32.10
278690.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	102.92
283210.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	33.76
283210.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
283210.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	35.40
290113.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	241.24
510531.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	22.24
520520.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	112.37
520590.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	14.82

550780.5450.000	ALLIANCE CONNECT	CITY PHONE LINES	65.86
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	11.58
283210.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	13.53
283210.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	22.46
283210.5480.020	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	62.55
283210.5480.020	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	52.58
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	32.26
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	17.56
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	11.95
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	26.08
233410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	110.64
101440.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	42.41
101440.5480.020	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	16.82
206120.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	34.01
281690.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	14.74
281690.5480.020	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	9.74
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	68.23
206160.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	15,236.89
206120.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	30.70
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	16.97
206120.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	57.04
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	24.78
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	51.34
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	35.26
206160.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	129.55
206160.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	64.98
520590.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	61.48
101410.5480.010	ALLIANT UTILITIES IES	GAS&OR ELECTRIC	11.76
101840.5600.000	AMAZON.COM	AAA BATTERIES	10.99
101840.5600.000	AMAZON.COM	AAA BATTERIES	29.92
101545.5600.000	AMAZON.COM	AAA BATTERIES	35.98
101310.5732.300	AMAZON.COM	BOOK	7.86
101310.5732.300	AMAZON.COM	BOOK	14.27
101310.5732.300	AMAZON.COM	BOOK	8.48
101310.5732.300	AMAZON.COM	BOOK	8.22
101310.5732.300	AMAZON.COM	BOOK	6.94
101310.5732.300	AMAZON.COM	BOOK	7.74
101310.5732.300	AMAZON.COM	BOOK	6.88
101310.5732.300	AMAZON.COM	BOOK	5.78
101310.5732.300	AMAZON.COM	BOOK	7.01
101310.5732.300	AMAZON.COM	BOOK	8.31
101310.5732.300	AMAZON.COM	BOOK	7.93
101310.5732.300	AMAZON.COM	BOOK	7.08
101310.5732.300	AMAZON.COM	BOOK	11.02
101310.5732.300	AMAZON.COM	BOOK	10.00
101310.5732.300	AMAZON.COM	BOOK	4.03
101310.5732.300	AMAZON.COM	BOOK	10.05
101310.5732.300	AMAZON.COM	BOOK	13.94
101310.5732.300	AMAZON.COM	BOOK	7.97
101310.5732.300	AMAZON.COM	BOOK	4.75
101310.5732.300	AMAZON.COM	BOOK	5.99
101310.5732.300	AMAZON.COM	BOOK	14.30
101310.5732.300	AMAZON.COM	BOOK	9.09
101310.5732.300	AMAZON.COM	BOOK	4.99
101310.5732.300	AMAZON.COM	BOOK	4.99

101310.5732.300	AMAZON.COM	BOOK	7.12
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	4.23
101310.5732.300	AMAZON.COM	BOOK	17.55
101310.5732.300	AMAZON.COM	BOOK	21.95
242310.5732.300	AMAZON.COM	BOOK - GIFT	5.95
242310.5732.300	AMAZON.COM	BOOK - GIFT	4.95
101310.5732.300	AMAZON.COM	BOOKS	45.41
101310.5732.300	AMAZON.COM	BOOKS	22.13
101310.5732.300	AMAZON.COM	BOOKS	28.92
101310.5732.300	AMAZON.COM	BOOKS	31.87
101310.5732.300	AMAZON.COM	BOOKS	13.95
101310.5732.300	AMAZON.COM	BOOKS	13.59
101310.5732.300	AMAZON.COM	BOOKS	15.40
101310.5732.300	AMAZON.COM	BOOKS	14.82
101310.5732.300	AMAZON.COM	BOOKS	22.76
101310.5732.300	AMAZON.COM	BOOKS	30.76
101310.5732.300	AMAZON.COM	BOOKS	24.17
101310.5732.300	AMAZON.COM	BOOKS	30.50
101310.5732.300	AMAZON.COM	BOOKS	9.89
101310.5732.300	AMAZON.COM	BOOKS	13.99
101310.5732.300	AMAZON.COM	BOOKS	16.96
101310.5732.300	AMAZON.COM	BOOKS	13.94
101310.5732.300	AMAZON.COM	BOOKS	36.57
242310.5732.300	AMAZON.COM	BOOKS - GIFT	26.44
101310.5732.300	AMAZON.COM	CREDIT	(3.76)
101545.5600.000	AMAZON.COM	DVD SLEEVES	11.98
101310.5732.300	AMAZON.COM	DVDS	4.00
101310.5732.300	AMAZON.COM	DVDS	16.99
101310.5732.300	AMAZON.COM	DVDS	13.93
101310.5732.300	AMAZON.COM	DVDS	4.15
101310.5732.300	AMAZON.COM	DVDS	23.98
101310.5732.300	AMAZON.COM	DVDS	9.83
101310.5732.300	AMAZON.COM	DVDS	18.73
101310.5732.300	AMAZON.COM	DVDS	10.68
101310.5732.300	AMAZON.COM	DVDS	5.93
101310.5732.300	AMAZON.COM	DVDS	9.85
101310.5732.300	AMAZON.COM	DVDS	7.45
101310.5732.300	AMAZON.COM	DVDS	4.00
101310.5732.300	AMAZON.COM	DVDS	8.37
101310.5732.300	AMAZON.COM	DVDS	4.00
101310.5732.300	AMAZON.COM	DVDS	15.54
101310.5732.300	AMAZON.COM	DVDS	5.61
101310.5732.300	AMAZON.COM	DVDS	63.16
101310.5732.300	AMAZON.COM	DVDS	24.40
101310.5732.300	AMAZON.COM	DVDS	100.40
101310.5732.300	AMAZON.COM	DVDS	222.60
101310.5732.300	AMAZON.COM	DVDS	54.48
101310.5732.300	AMAZON.COM	DVDS	16.99
101421.5600.010	AMAZON.COM	Flaghouse	123.22
242310.5732.300	AMAZON.COM	LARGE TYPE BOOKS	4.00
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	8.24
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	7.59
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	29.75
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	22.44

101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	13.53
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	6.57
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	18.24
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	13.47
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	31.09
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	13.74
101310.5732.320	AMAZON.COM	LOST/MEM BOOKS	26.67
101840.5600.000	AMAZON.COM	mayors pens	3.29
101840.5600.000	AMAZON.COM	mayors pens	4.00
101545.5600.000	AMAZON.COM	McTV	104.45
101545.5600.000	AMAZON.COM	mcTV GREEN SCREEN	89.99
101110.5600.000	AMAZON.COM	Mountable U	55.91
206710.5600.000	AMAZON.COM	OP SUPPLIES	50.24
510531.5600.000	AMAZON.COM	OP SUPPLIES	31.96
510531.5600.000	AMAZON.COM	OP SUPPLIES	81.97
510531.5600.000	AMAZON.COM	OP SUPPLIES	32.95
520590.5600.000	AMAZON.COM	OP SUPPLIES	47.94
520590.5600.000	AMAZON.COM	OP SUPPLIES	122.95
520590.5600.000	AMAZON.COM	OP SUPPLIES	49.42
550780.5600.000	AMAZON.COM	OP SUPPLIES	74.64
206710.5570.000	AMAZON.COM	VEHICLE MAINTENANCE	210.70
101421.5600.010	AMAZON.COM	Wheelchair	479.80
101310.5460.000	AMERICAN LIBRARY ASSOCIATION	WEBINAR REGISTRATION	28.00
520520.5460.000	AMPCO PARKING	2015 WEFTEC	148.00
230110.5600.000	ANIMAL CLINIC - THE VET	MPD K9 Exam	85.00
101110.5321.000	ANIMAL CLINIC - THE VET	MPD K9 Exam	384.18
101310.5732.300	APPLE ITUNES	JUVENILE AUDIO	4.99
283210.5320.000	AREA SANITATION	SAFEHOUSE TRASH	90.00
550780.5570.000	ARNOLD MOTOR SUPPLY	AIR DRYER	(19.89)
101110.5570.000	ARNOLD MOTOR SUPPLY	AIR FILTERS	26.52
206710.5570.000	ARNOLD MOTOR SUPPLY	ALTERNATOR	(26.46)
206710.5570.000	ARNOLD MOTOR SUPPLY	ALTERNATOR	173.11
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERIES	179.61
206710.5570.000	ARNOLD MOTOR SUPPLY	BATTERY	179.61
510531.5570.000	ARNOLD MOTOR SUPPLY	ELECT THROTTLE	106.64
520590.5570.000	ARNOLD MOTOR SUPPLY	ELECT THROTTLE	159.94
101110.5570.000	ARNOLD MOTOR SUPPLY	FILTER/BRAKES	115.62
101110.5570.000	ARNOLD MOTOR SUPPLY	MINI LAMP	24.85
206710.5600.000	ARNOLD MOTOR SUPPLY	MOLDING TAPE	4.13
550780.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTER	12.64
550780.5570.000	ARNOLD MOTOR SUPPLY	OIL FILTERS	66.54
206710.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	43.58
206710.5600.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	7.44
206710.5600.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	46.02
510531.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	30.97
520590.5570.000	ARNOLD MOTOR SUPPLY	OP SUPPLIES	46.45
206710.5600.000	ARNOLD MOTOR SUPPLY	STRAP CLAMP	19.38
550780.5570.000	ARNOLD MOTOR SUPPLY	TRUCK LITE	46.69
206710.5570.000	ARNOLD MOTOR SUPPLY	V-BELT	17.05
101891.5340.150	ASSOCIATED COMPUTER SYSTEMS LTD	JDE LOGIN ISSUES	47.50
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVDs	11.64
101310.5732.320	BAKER & TAYLOR ENTERTAINMENT	LOST&MEMORIALS	138.38
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	42.77
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	10.18
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	26.38

478581.5830.000	BANKERS TRUST	INITIAL FEE	62.50
478710.5830.000	BANKERS TRUST	INITIAL FEE	187.50
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	MONTHLY FEE	3,165.62
101110.5340.150	BDH INFORMATION TECHNOLOGY INC	REMOTE MONITORING	1,266.25
101310.5340.150	BDH INFORMATION TECHNOLOGY INC	REMOTE MONITORING	633.13
101891.5340.150	BDH INFORMATION TECHNOLOGY INC	REMOTE MONITORING	375.00
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	2.20
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	107.22
520520.5600.000	BLINK ELECTRIC MOTORS INC	EXHAUST FAN	27.00
520520.5600.000	BLINK ELECTRIC MOTORS INC	FINAL #3	296.00
520520.5410.000	BLINK ELECTRIC MOTORS INC	REPAIRS	110.00
417756.5230.030	BOULDER CONTRACTING	S 18TH AVENUE	93,755.69
520520.5600.000	BRENTWOOD INDUSTRIES	CHAINS&ATTACHMENTS	5,646.49
101310.5732.300	BRODART INC	GRAPHIC JUVE BOOKS	71.35
101310.5732.300	BRODART INC	GRAPHIC JUVE BOOKS	16.43
101310.5732.300	BRODART INC	GRAPHIC JUVE BOOKS	83.85
101310.5732.300	BRODART INC	GRAPHIC JUVE BOOKS	146.28
101310.5732.300	BRODART INC	JUVENILE BOOKS	159.49
101310.5732.300	BRODART INC	JUVENILE BOOKS	174.85
101310.5732.300	BRODART INC	JUVENILE BOOKS	169.34
101310.5732.300	BRODART INC	JUVENILE BOOKS	124.50
101310.5732.300	BRODART INC	JUVENILE BOOKS	127.27
101310.5732.300	BRODART INC	JUVENILE/SPANISH	17.85
101310.5732.300	BRODART INC	JUVENILE/SPANISH	36.57
101310.5732.300	BRODART INC	JUVENILE/SPANISH	31.98
101310.5732.300	BRODART INC	JUVENILE/SPANISH	26.27
520520.5132.000	BROWN'S SHOE FIT CO	WPCP BOOTS	359.97
206740.5340.240	BRYCON CORPORATION	2015 SIDEWALK REPAIRS	20,193.20
520520.5600.000	BUYDRAEGERTUBES	HYDROGEN SULFIDE	718.95
520520.5600.000	BUYDRAEGERTUBES	HYDROGEN SULFIDE	148.95
206760.5340.070	CAL CERT COMPANY	CONTRACT	495.00
206760.5600.000	CAMPBELL SUPPLY	EXTENSION CORD	63.98
101110.5132.000	CARLENE ILLUM	HEM PANTS	10.00
101110.5132.000	CARPENTER UNIFORM COMPANY	4 POLICE SHIRTS	240.91
101110.5132.000	CARPENTER UNIFORM COMPANY	BELLILE UNIFORM	127.30
101110.5132.000	CARPENTER UNIFORM COMPANY	HUNT -NAME BADGE	38.68
101110.5132.000	CARPENTER UNIFORM COMPANY	POLICE UNIFORMS	659.54
101110.5570.010	CASEY'S	FUEL EXPENSE-POLICE	33.26
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	22.09
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	28.79
101310.5732.320	CENGAGE LEARNING INC	LARGE TYPE BOOKS	24.50
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	69.98
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	CLEANING SUPPLIES	233.80
206710.5600.080	CENTRAL IOWA DISTRIBUTING INC	TRASH BAGS	169.80
101770.5570.000	CENTRAL IOWA FARM STORE INC	FILTERS	27.90
101770.5570.000	CENTRAL IOWA FARM STORE INC	GASKET/THER	49.84
101770.5570.000	CENTRAL IOWA FARM STORE INC	MOWER PARTS	224.60
206712.5600.000	CENTRAL IOWA MACHINE SHOP INC	CUTTING EDGE	184.32
520520.5410.000	CENTRAL IOWA MACHINE SHOP INC	REMOVE SCREW	63.75
101410.5410.000	CENTRAL IOWA MACHINE SHOP INC	SHARPEN BLADES	120.00
510532.5410.000	CENTRAL IOWA MACHINE SHOP INC	SHARPEN BLADES	318.78
206712.5570.000	CENTRAL IOWA MACHINE SHOP INC	TRIP SPRING	24.11
206712.5570.000	CENTRAL IOWA MACHINE SHOP INC	TRIP SPRING	33.28
520520.5410.000	CENTRAL IOWA TELEVISING	FINAL CLARIFIER	900.00
520520.5410.000	CENTRAL IOWA TELEVISING	LINE CLEAN-WPCP	3,900.00

101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	WATER-AIRPORT	144.56
283210.5600.000	CENTRAL OFFICE SUPPLY	ERASERS/STAPLES	61.43
550780.5703.000	CENTRAL OFFICE SUPPLY	MEMORY DRIVE	16.24
290113.5450.000	CENTURYLINK	11/28-12/27 POLICE	606.69
290113.5450.000	CENTURYLINK	12/1-12/31 POLICE	76.00
290113.5450.000	CENTURYLINK	12/1-12/31 POLICE	20.37
101140.5450.000	CENTURYLINK	CITY PHONE	9.66
101310.5450.000	CENTURYLINK	CITY PHONE	9.34
101420.5450.000	CENTURYLINK	CITY PHONE	6.25
101480.5450.000	CENTURYLINK	CITY PHONE	1.03
101790.5450.000	CENTURYLINK	CITY PHONE	0.66
101820.5450.000	CENTURYLINK	CITY PHONE	2.52
101830.5450.000	CENTURYLINK	CITY PHONE	0.66
101831.5450.000	CENTURYLINK	CITY PHONE	0.85
101840.5450.000	CENTURYLINK	CITY PHONE	2.31
101850.5450.000	CENTURYLINK	CITY PHONE	6.49
101890.5450.000	CENTURYLINK	CITY PHONE	2.52
206710.5450.000	CENTURYLINK	CITY PHONE	1.75
206760.5450.000	CENTURYLINK	CITY PHONE	3.74
278690.5450.000	CENTURYLINK	CITY PHONE	6.56
283210.5450.000	CENTURYLINK	CITY PHONE	2.91
290113.5450.000	CENTURYLINK	CITY PHONE	24.78
510531.5450.000	CENTURYLINK	CITY PHONE	0.28
520520.5450.000	CENTURYLINK	CITY PHONE	6.86
520590.5450.000	CENTURYLINK	CITY PHONE	0.42
550780.5450.000	CENTURYLINK	CITY PHONE	2.16
101110.5450.000	CENTURYLINK	CITY PHONES	60.66
484710.5340.230	CESSFORD CONSTRUCTION COMPANY	2013 MILL&OVERLAY	177,984.33
520520.5340.010	CESSFORD CONSTRUCTION COMPANY	BIOSOLIDS	374.10
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF COLD	158.40
473710.5340.230	CESSFORD CONSTRUCTION COMPANY	LINCOLN WAY	467,094.28
206710.5610.600	CESSFORD CONSTRUCTION COMPANY	ROAD STONE	113.22
490750.5340.230	CESSFORD CONSTRUCTION COMPANY	W MAIN&13TH STREET	62,282.90
101110.5430.000	CHRIS FEAGAN	INTERPRETING	45.00
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	83.26
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	260.37
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	107.05
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	50.79
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	78.92
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT DEPT	10.63
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPT	28.06
460770.5230.030	CLAPSADDLE GARBER ASSOC INC	AIRPORT HANGER	540.00
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	SE SOUTH ST	5,287.00

283210.5320.000	CLEANING BY STEPHANIE	CLEAN/LAUNDRY	197.20
283210.5320.000	CLEANING BY STEPHANIE	CLEAN/LAUNDRY	280.32
101110.5340.010	CLEANING BY STEPHANIE	NOVEMBER POLICE DEPT	1,000.00
101110.5570.010	COFFEE CUP FUEL	Fuel Ztech	35.00
101310.5600.000	CoLibri Systems	BOOK COVERS	995.00
510531.5600.000	CONCRETE INC	7TH&HIGH ST	113.22
473710.5340.240	CONSTRUCT INC	COLUMBUS & CRESTVIEW	11,952.73
473710.5340.240	CONSTRUCT INC	S 7TH AVE REPAIRS	1,809.80
520520.5810.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	8,094.50
520520.5820.000	CRBT - CEDAR RAPIDS BANK & TRUST	PERF EDGE CONTRACT	613.07
101410.5600.080	CRESCENT ELECTRIC SUPPLY CO	OPERATING SUPPLIES	1,320.00
206160.5600.000	CRESCENT ELECTRIC SUPPLY CO	OPERATING SUPPLIES	21.13
206160.5600.000	CRESCENT ELECTRIC SUPPLY CO	OPERATING SUPPLIES	11.35
206160.5600.000	CRESCENT ELECTRIC SUPPLY CO	OPERATING SUPPLIES	21.13
206710.5600.000	CRESCENT ELECTRIC SUPPLY CO	OPERATING SUPPLIES	57.50
278690.5240.510	CRESTVIEW APT LLC	RENT ASSIST	107.00
101770.5570.000	CROP PRODUCTION SERVICES	DIESEL FUEL	144.27
206710.5570.000	CROP PRODUCTION SERVICES	DRUMS MOBILE	1,160.00
550780.5570.000	CROP PRODUCTION SERVICES	ELECTRONIC METER	195.00
550780.5570.000	CUMMINS CENTRAL POWER, LLC	DIPSTICK/OIL	178.78
550780.5570.000	CUMMINS CENTRAL POWER, LLC	ELEMENT	23.56
550780.5340.010	CUMMINS CENTRAL POWER, LLC	THERMOSTAT	92.28
550780.5280.000	CUMMINS CENTRAL POWER, LLC	WARRANTY CREDIT	(80.76)
101140.5132.000	DANKO EMERGENCY EQUIPMENT CO.	XSMALL GLOVES	81.49
101110.5132.000	DANNER LACROSSE SHOES	BOOT SHIPPING	(21.70)
101110.5132.000	DANNER LACROSSE SHOES	Dehl-Boots	331.70
101110.5132.000	DANNER LACROSSE SHOES	Duty Boots-	316.64
520520.5980.000	DARIN ADAMS	HEDGE/SEED WATERING	87.20
278690.5240.510	DAVID GIMER	RENT ASSIST	534.00
520520.5980.000	DEBRA K WILSON	FILLED HOT	82.84
101310.5600.000	DEMCO INCORP	EASELS/CASE	427.31
101310.5600.000	DEMCO INCORP	EASELS/CASE	428.79
520520.5600.000	DEZURIK	8" PLUG VALVE	942.00
283210.5480.070	DIRECTV	CABLE	52.43
283210.5480.070	DIRECTV	CABLE	52.43
101421.5600.010	DOLLAR TREE	HALLOWEEN SUPPLIES	14.00
277660.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	20.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	20.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	20.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	20.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	20.00
283210.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	20.00
283210.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	20.00
101860.5231.000	DORSEY & WHITNEY LLP	TIF-BOBCAT ACADEMY	4,635.50
101860.5231.000	DORSEY & WHITNEY LLP	TIF-HOUSING INCENTIVES	2,626.00
101860.5231.000	DORSEY & WHITNEY LLP	TIF-THEISENS PROJECT	4,090.50
101860.5231.000	DORSEY & WHITNEY LLP	TIF-URBAN REVITALIZATION	3,030.00
101110.5600.000	ED ROEHR SAFETY PRODUCTS	MAGAZINE BATTERY	8.25
520520.5600.000	ELECTRIC PUMP	CRANE MECHANICAL SEAL	639.30
520520.5600.000	ELECTRIC SUPPLY OF M'TOWN	OPERATING SUPPLIES	756.38
101410.5600.080	ELECTRIC SUPPLY OF M'TOWN	OPERATING SUPPLIES	16.73
101480.5600.000	ELECTRIC SUPPLY OF M'TOWN	OPERATING SUPPLIES	4.66
101770.5600.000	ELECTRIC SUPPLY OF M'TOWN	OPERATING SUPPLIES	236.35
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OPERATING SUPPLIES	29.48
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OPERATING SUPPLIES	19.21

206710.5340.010	ELECTRONIC ENGINEERING CO INC	12/1-12/31 GPS RENTAL	1,038.70
510531.5340.010	ELECTRONIC ENGINEERING CO INC	12/1-12/31 GPS RENTAL	63.92
520590.5340.010	ELECTRONIC ENGINEERING CO INC	12/1-12/31 GPS RENTAL	95.88
230110.5600.000	ELITE K-9, INC	PROLAUNCH PC BOARD	140.06
101420.5340.640	EMILY HAZEN	11/16-12/06 ZUMBA	195.00
520520.5718.000	ENGINEERED EQUIPMENT SOLUTIONS INC	BRAKE FOR PUMP#2	1,692.00
520520.5718.000	ENGINEERED EQUIPMENT SOLUTIONS INC	BRAKE FOR PUMP#2	1,692.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD SOIL 401 W BOONE	12.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD TEST 118 N CENTER	66.00
283210.5600.032	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD TEST 118 N CENTER	6.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE 305 N 15TH AVE	94.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE 401 W BOONE	84.00
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPE 511 1/2 N 1ST ST	94.25
283210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	LEAD WIPES 108 N 3RD ST	58.00
101110.5570.010	EXXON MOBIL	FUEL EXPENSE-POLICE	24.61
101310.5210.000	FACEBOOK	ADVERTISING	15.00
101310.5732.270	FAMILY TREE MAGAZINE	SUBSCRIPTION	27.99
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	11.82
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	145.74
206710.5600.000	FASTENAL COMPANY	OP SUPPLIES	35.03
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	16.28
283210.5360.000	FEDEX	CLEARENCES	74.72
283210.5360.000	FEDEX	CLEARENCES	55.38
283210.5360.000	FEDEX	CLEARENCES	54.44
283210.5360.000	FEDEX	CLEARENCES	73.66
283210.5360.000	FEDEX	CLEARENCES	54.44
283210.5360.000	FEDEX	CLEARENCES	54.44
101770.5410.000	FILTRATION CORP OF AMERICA	OP SUPPLIES	162.96
206710.5570.000	FORCE AMERICA INC	VEHICLE MAINTENANCE	500.00
206710.5570.000	FORCE AMERICA INC	VEHICLE MAINTENANCE	34.49
290113.5600.000	FOUNDERS HEADSETS	E911 HEADSETS	832.95
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2012 NE SANITARY SEWER	94.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	2014 SANITARY SEWER	376.00
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	IA RVR INTERCEPTOR	171.50
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	TURNER ST INTERCEPTOR	4,335.20
101140.5132.000	GALLS LLC	4PR CARGO Pants	228.91
101110.5600.000	GALLS LLC	BLACK KUBATONS	27.40
101140.5132.000	GALLS LLC	CARGO PANTS	54.99
101140.5132.000	GALLS LLC	RETURN CARGO PANTS	(41.99)
101140.5132.000	GALLS LLC	WARRANTY	10.00
101110.5570.010	GIT N GO CONVENIENCE STORES INC #35	FUEL EXPENSE-POLICE	20.79
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	11/2-11/23 SERVICES	375.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	11/2-11/23 SERVICES	3,180.00
478581.5231.000	GRIMES BUCK SCHOELL & BEACH	11/2-11/23 SERVICES	1,050.00
520590.5231.000	GRIMES BUCK SCHOELL & BEACH	11/2-11/23 SERVICES	525.00
101140.5600.000	HAMMER MEDICAL CENTER	PRECISION SCISSORS	53.50
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	12/1-12/31 POLICE	88.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	12/1-12/31 POLICE	450.00
101310.5460.000	HOLIDAY INN AIPORT & CONFERENCE CENTER	ROOM FOR SPEAKER	110.88
206710.5600.000	HOME RENTAL CENTER	CONCRETE GRINDER	127.00
283210.5433.000	HOME RENTAL CENTER	TRAILER RENTAL	420.00
101850.5475.000	HR-ONE SOURCE	FINANCE DIRECTOR SEARCH	8,759.56
101110.5460.000	HYATT HOTELS	IACP CONFERENCE	1,364.68
101881.5600.080	HY-VEE ACCOUNTS RECEIVABLE	OPERATING SUPPLIES	10.69
235140.5600.010	HY-VEE ACCOUNTS RECEIVABLE	RETIREE SOUP SUPPER	64.70

235140.5600.010	HY-VEE ACCOUNTS RECEIVABLE	RETIREE SOUP SUPPER	15.12
101310.5600.000	HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES	44.82
101310.5600.000	HY-VEE ACCOUNTS RECEIVABLE	TISSUE	22.20
101420.5460.000	HY-VEE ACCOUNTS RECEIVABLE	TRAINING SUPPLIES	11.97
101110.5460.000	HY-VEE ACCOUNTS RECEIVABLE	TRAINING SUPPLIES	4.55
101410.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND CHECKS	15.00
283210.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND CHECKS	15.00
206710.5251.000	IDALS-PESTICIDE BUREAU	PESTICIDE LICENSE	15.00
999.1111.000	IMWCA	INSTALLMENT-WORKERS COMP	9,579.00
101110.5132.000	IN STITCHES	VOLUNTEER SHIRT	34.61
101110.5210.000	INDEED	head hunter	195.79
206712.5610.820	INDEPENDENT SALT	SALT	76,802.31
101770.5480.000	INNOVATIVE AG SERVICES	PROPANE-AIRPORT	560.56
101560.5280.000	INTL CODE COUNCIL	MEMBERSHIP	135.00
101550.5718.300	IOWA CHAPTER IAEI	book	25.96
101561.5251.000	IOWA DEPT OF PUBLIC HEALTH	LEAD INSPECTOR	60.00
283210.5251.000	IOWA DEPT OF PUBLIC HEALTH	LEAD POISON	60.00
101310.5251.000	IOWA DIV OF LABOR SERVICES	BOILER INSPECTION	40.00
101850.5460.000	IOWA LEAGUE OF CITIES	budget work	40.00
278690.5280.000	IOWA NAHRO	MEMBERSHIP	150.00
101440.5460.000	IOWA PARK & RECREATION ASSN	AQUATIC TRAINING	255.00
101420.5280.000	IOWA PARK & RECREATION ASSN	Membership	155.00
510532.5340.010	IOWA RIVER WILDLIFE CONTROL	TRAPPING ANIMALS	387.50
206760.5460.000	IOWA STATE UNIVERSITY	Muni Street	65.00
278690.5240.510	JAMES HATCH	RENT ASSISTANCE	450.00
510531.5340.010	JAY E. HANSEN	NOVEMBER WPCP CLEANING	20.00
520520.5340.010	JAY E. HANSEN	NOVEMBER WPCP CLEANING	567.00
520590.5340.010	JAY E. HANSEN	NOVEMBER WPCP CLEANING	30.00
101310.5280.000	JOA M LAVILLE	ALA MEMBERSHIP	110.00
283210.5472.000	JOEL S CHANDLER	MILEAGE	78.39
684990.5339.000	JOHN W PHILLIPS	FLU SHOT	31.99
206710.5460.000	JUSTIN NICKEL	CONFERENCE MILEAGE	35.88
101140.5410.000	KAPAUN & BROWN INC	CHECK BOILER	124.00
290113.5410.000	KAPAUN & BROWN INC	CONDENSOR MOTOR BOARD	1,174.64
101420.5340.640	KAREN GALE	11/16-12/6 ZUMBA	322.50
101421.5340.640	KAREN GALE	11/16-12/6 ZUMBA	90.00
101410.5600.080	KAY PARK-REC CORP	PLASTIC LIDS- P&R	658.00
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALSIS	28.00
101310.5732.320	KILEY MISEK	LOST BOOK RETURNED	29.65
101310.5600.000	KMART CORPORATION	VOLUNTEER SHIRT	23.37
278690.5240.510	L&M INVESTMENTS	RENT ASSIST	367.00
101110.5340.800	LARRY'S TOWING & TIRE SERVICE	TOW #516	75.00
101310.5340.010	LEROY DUANE LENZ	SEPTEMBER MOWING	160.00
283210.5320.000	LEROY DUANE LENZ	SEPTEMBER MOWING	30.00
283210.5320.000	LEROY DUANE LENZ	SEPTEMBER MOWING	40.00
235140.5600.000	LITTLE CAESARS PIZZA	ALLIANT RESCUE TRAINING	56.71
101110.5570.010	LOGAN, WOLF	CONFERENCE MILEAGE	82.68
101110.5570.010	LOGAN, WOLF	CONFERENCE MILEAGE	41.34
206710.5340.100	LUCITY, INC	1/1-12/31/16 CONTRACT	1,954.16
510531.5340.100	LUCITY, INC	1/1-12/31/16 CONTRACT	3,908.32
520590.5340.100	LUCITY, INC	1/1-12/31/16 CONTRACT	3,908.33
101110.5430.000	LUISA ORTEGA	INTERPRETING	30.00
101110.5430.000	LUISA ORTEGA	INTERPRETING	60.00
101580.5562.000	M GERVICH & SONS INC	OP PARTS	70.00
206710.5600.000	M GERVICH & SONS INC	OP SUPPLIES	68.00

101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECT	127.62
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECT	18.07
101840.5360.000	MAIL SERVICES	CITY ADMIN&PROJECT	259.18
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	10.94
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	16.78
283210.5360.000	MAIL SERVICES	LEAD ABATEMENT	27.87
101790.5360.000	MAIL SERVICES	PARKING	64.06
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	24.38
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	18.81
278690.5360.000	MAIL SERVICES	RENT ASSISTANCE	34.51
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	3.14
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	24.08
101561.5360.000	MAIL SERVICES	RENTAL INSPECTIONS	8.30
278690.5240.510	MARIA HERRERA	RENT ASSISTANCE	327.00
101000.4472.000	MARK KERN PAINTING & RESTORATIONS	CANCELLED RENTAL	40.00
101860.5331.500	MARSHALL COUNTY AUDITOR	COUNTY ATTY FEES	2,500.00
101140.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	452.75
101410.5570.010	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	487.38
101410.5570.060	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	249.98
101560.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	67.53
101561.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	50.75
101581.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	3,912.65
206120.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	222.37
206710.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	1,479.64
206711.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	154.00
206712.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	1,066.29
206760.5570.000	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	54.01
510531.5570.010	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	598.08
510531.5570.060	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	517.42
520520.5570.010	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	38.19
520520.5570.060	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	44.14
550780.5570.060	MARSHALL COUNTY ENGINEER	11/1-11/30 GAS&OR DIESEL	3,514.22
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK&REC	31.90
101410.5340.010	MARSHALL COUNTY LANDFILL	PARK&REC	48.95
283210.5250.000	MARSHALL COUNTY RECORDER	510 W MAIN	17.00
290113.5340.150	MARSHALL COUNTY TREASURER	INTERNET ACCESS-POLICE	656.73
101770.5570.000	MARSHALLTOWN AVIATION INC	ARNOLD MOTOR	66.09
101770.5410.000	MARSHALLTOWN AVIATION INC	CITY GROUND MAINTENCE	2,422.58
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
101770.5410.000	MARSHALLTOWN AVIATION INC	MENARDS	13.73
101770.5410.000	MARSHALLTOWN AVIATION INC	SPAHN&ROSE	66.08
101770.5410.000	MARSHALLTOWN AVIATION INC	TRUE VALUE	107.88
101770.5570.000	MARSHALLTOWN AVIATION INC	VAN WALL	8.47
101770.5410.000	MARSHALLTOWN AVIATION INC	WALMART	11.92
101770.5410.000	MARSHALLTOWN AVIATION INC	WW GRAINGER	41.09
520590.5340.070	MARSHALLTOWN WATER WORKS	10/30 METER-SEWER	652.97
101540.5220.000	MARSHALLTOWN WATER WORKS	5390 LANDFILL BILLS	269.50
283210.5480.030	MARSHALLTOWN WATER WORKS	9/2-11/2 LEAD HOUSE	92.54
283210.5480.030	MARSHALLTOWN WATER WORKS	9/2-11/3 LEAD HOUSE	84.93
281690.5480.030	MARSHALLTOWN WATER WORKS	9/3-11/3 LEAD HOUSE	84.93
520520.5220.000	MARSHALLTOWN WATER WORKS	OCTOBER SANITARY SEWER	7,745.43
510531.5220.000	MARSHALLTOWN WATER WORKS	OCTOBER STORM WATER	260.50
550780.5600.000	MCAFEE INC	OPERATING SUPPLIES	89.99
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#500 MOUNT SNOW TIRES	77.80
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#504 MOUNT SNOW TIRES	38.90

101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#511 MOUNT SNOW TIRES	38.90
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#513 FRONT ALIGNMENT	79.50
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#513 TWO TIRES	294.90
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#516 TIRES	149.45
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#516 TWO SNOW TIRES	309.96
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	#527 SNOW TIRES	582.12
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	BUS #971 TIRES	2,085.28
101310.5450.000	MEDIACOM	INTERNET SERVICE-LIBRARY	75.90
247410.5450.000	MEDIACOM	Riverview INTERNET	69.95
101140.5600.000	MENARDS	BATTERY	16.75
101410.5600.080	MENARDS	Cord	34.97
520520.5600.000	MENARDS	EPOXY PUTTY	10.68
101140.5600.000	MENARDS	FLOOR FLANG	11.47
235140.5600.010	MENARDS	GLOVES	160.00
101410.5600.080	MENARDS	hardware	25.62
101140.5600.000	MENARDS	OPERATING SUPPLIES	(18.93)
101480.5600.000	MENARDS	OPERATING SUPPLIES	4.68
206710.5600.000	MENARDS	OPERATING SUPPLIES	7.87
206710.5600.000	MENARDS	OPERATING SUPPLIES	11.97
206710.5600.000	MENARDS	OPERATING SUPPLIES	19.98
206710.5600.000	MENARDS	OPERATING SUPPLIES	46.89
206710.5600.000	MENARDS	OPERATING SUPPLIES	(46.89)
206710.5600.000	MENARDS	OPERATING SUPPLIES	14.31
206750.5600.000	MENARDS	OPERATING SUPPLIES	19.80
206750.5600.000	MENARDS	OPERATING SUPPLIES	(19.80)
206760.5600.000	MENARDS	OPERATING SUPPLIES	12.98
510531.5600.000	MENARDS	OPERATING SUPPLIES	2.36
520590.5600.000	MENARDS	OPERATING SUPPLIES	3.55
530540.5600.000	MENARDS	OPERATING SUPPLIES	30.95
520520.5600.000	MENARDS	OPERATING SUPPLIES	51.84
520520.5600.000	MENARDS	PLUMBING SUPPLIES	41.74
101110.5410.000	MENARDS	repairs	10.85
101110.5410.000	MENARDS	repairs	159.22
101110.5410.000	MENARDS	repairs	21.20
101110.5410.000	MENARDS	repairs	11.00
101140.5600.000	MENARDS	SHOVEL	39.98
235140.5600.010	MENARDS	SMOKE DETECTOR	178.90
235140.5600.010	MENARDS	SMOKE DETECTOR	357.80
101110.5600.000	MENARDS	Staple Gun	75.04
101140.5600.000	MENARDS	SUPPLIES	32.05
101140.5600.000	MENARDS	TOOL BOX	34.97
101410.5600.080	MENARDS	Tools	31.27
681110.5338.000	METHODIST OCC HEALTH&WELLNESS	DOT DRUG&ALCOHOL TESTING	988.73
206710.5340.290	MICHAEL LISKOWIAK	TREE REMOVAL	810.00
101420.5340.640	MICHAEL WICKHAM	11/16-12/14 TAEKWONDO	240.00
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	189.92
101310.5732.300	MICROMARKETING LLC	JUVE AUDIO	159.93
101310.5732.300	MICROMARKETING LLC	JUVENILE BO	69.98
206710.5600.000	MID IOWA SALES COMPANY	HANDCLEANER	81.17
206750.5600.000	MIDLAND CONCRETE	OPERATING SUPPLIES	36.00
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	26.51
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	149.24
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	53.61
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	127.13
520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	86.10

520520.5600.030	MIDLAND SCIENTIFIC INC	LAB SUPPLIES	26.28
520520.5600.030	MIDLAND SCIENTIFIC INC	METRIC SCALE	173.10
101770.5410.000	MIDWEST LIQUID SYSTEMS INC	FUEL HOSE REPAIR	150.90
101140.5410.000	MINERVA BUNKER GEAR CLEAN	PANTS/GREASE/COAT	100.00
101140.5410.000	MINERVA BUNKER GEAR CLEAN	REPAIRS OF BUNKER GEAR	386.75
290113.5450.000	MINERVA VALLEY TELEPHONE	12/1-12/31 POLICE	50.00
101560.5600.000	MINUTEMAN INC	BUSINESS CARDS	69.00
278690.5600.000	MINUTEMAN INC	BUSINESS CARDS	49.00
283210.5600.000	MINUTEMAN INC	BUSINESS CARDS	49.00
101310.5600.000	MINUTEMAN INC	CHRISTMAS CARDS-LIBRARY	26.26
550780.5703.000	MINUTEMAN INC	FED EX	8.95
550780.5703.000	MINUTEMAN INC	FED EX GROUND	21.20
520520.5600.000	MINUTEMAN INC	LETTERHEAD/ENVELOPES	77.50
550780.5703.000	MINUTEMAN INC	ROUTE MAPS	1,758.00
101410.5132.000	MINUTEMAN INC	T-shirts, 5	433.20
206760.5600.000	MINUTEMAN INC	WINDOW ENVELOPES	35.00
101110.5570.000	NAPA	#518 WIPERS	13.23
206710.5600.000	NAPA	ADAPTERS	5.00
206710.5600.000	NAPA	ADAPTERS	9.00
206710.5570.000	NAPA	ALARM	40.43
510531.5570.000	NAPA	BATTERY	46.89
520590.5570.000	NAPA	BATTERY	70.33
550780.5570.000	NAPA	BATTERY CORE	273.59
550780.5570.000	NAPA	BATTERY/DEPOSIT	166.58
520520.5600.000	NAPA	BEARING	10.80
550780.5570.000	NAPA	CORE DEPOSIT	(70.56)
550780.5570.000	NAPA	CORE RETURN	(141.12)
206710.5570.000	NAPA	FILTERS	24.07
206710.5570.000	NAPA	OP PARTS	90.31
206120.5600.000	NAPA	op supplies	38.52
206710.5600.000	NAPA	OP SUPPLIES	32.52
206710.5570.000	NAPA	OUTLET	5.65
206710.5570.000	NAPA	SEWER TRUCK	18.44
550780.5570.000	NAPA	WIPER BLADE	14.54
206710.5600.000	NAPA	WORK LAMP	54.54
520520.5600.000	NAPA	WRENCHES	7.00
206710.5600.000	NAPA	ZEPAMREP	19.59
206760.5340.100	MSDSONLINE	1/16/16-1/15/17	511.50
520520.5340.100	MSDSONLINE	1/16/16-1/15/17	511.50
550780.5210.000	MULTIMEDIA SALES & MARKETING INC	MILITARY TRIBUTE	390.00
150140.5132.000	MUNICIPAL EMERGENCY SERVICE	5 GLOBE COATS	903.50
240140.5132.000	MUNICIPAL EMERGENCY SERVICE	5 GLOBE COATS	4,479.00
240140.5132.000	MUNICIPAL EMERGENCY SERVICE	5 GLOBE PANTS	4,148.00
235140.5718.000	MUNICIPAL EMERGENCY SERVICE	ANCHOR BEAM	240.16
510531.5600.000	MUNICIPAL PIPE TOOL CO LLC	SAW BLADES	120.69
520590.5600.000	MUNICIPAL PIPE TOOL CO LLC	SAW BLADES	181.03
278690.5280.000	NAHRO	4/1/16-3/31/17 MEMBERSHIP	630.00
520520.5600.030	NCL OF WISCONSIN INC	CONDUCTIVITY	19.86
101110.5600.000	NEWEGG INC	4GB Dual Channel	53.99
550780.5570.000	NORTH AMERICAN BUS INDUSTRIES, INC	REGULATOR&FILTER PRESSURE	86.82
278690.5431.000	NORTHEAST IOWA INTERPRETING	RENT ASST PROGRAM	200.00
510531.5340.010	NORTHSTAR FISH HATCHERY	GREEN CASTLE	792.00
101850.5216.000	ONE SOURCE	BACKGROUND CHECK	10.00
101110.5370.000	ON-SITE INFORMATION DESTRUCTION SERVICES	POLICE/HOUSING	40.00
278690.5340.070	ON-SITE INFORMATION DESTRUCTION SERVICES	POLICE/HOUSING	40.00

101110.5570.000	O'REILLY AUTOMOTIVE INC	VEHICLE CLEANER	35.95
101110.5570.000	O'REILLY AUTOMOTIVE INC	VEHICLE CLEANER	39.43
101410.5600.080	OUTDOOR RECREATION PRODUCTS	SMI SAFETY	1,600.00
101310.5732.300	OVERDRIVE, INC.	EBOOKS	54.98
101310.5732.300	OVERDRIVE, INC.	YOUTH EBOOK	49.93
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	12/1-12/31 POLICE	1,033.43
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	12/1-12/31 POLICE	451.94
101310.5732.270	PAYPAL	SUBSCRIPTION	40.00
520520.5600.030	PERKIN ELMER HEALTH SCIENCES INC	GRAPHITE	515.10
283210.5410.000	PETTENGILL CONSTRUCTION	305 N 15TH LEAD PROGRAM	3,063.00
101410.5251.000	PHILIP, BOHL	CDL LICENSE	23.50
206710.5340.010	PREMIER OFFICE EQUIPMENT	10/21-11/20	71.39
101420.5340.070	PREMIER OFFICE EQUIPMENT	CONTRACT P&R	2,178.00
101420.5370.000	PREMIER OFFICE EQUIPMENT	CONTRACT P&R	680.18
101421.5370.000	PREMIER OFFICE EQUIPMENT	CONTRACT P&R	1,000.00
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES LIBRARY	28.22
235140.5718.000	PRS,INC.	BODY VICTIM HARNESS	195.00
101310.5732.300	PUBLIC BROADCAST SYSTEM	DVDS	16.66
150140.5718.000	PUSH PEDAL PULL	RACK/CREDIT	151.00
510531.5600.000	QUILL CORPORATION	PRINTER CARTRIDGE	41.20
520520.5600.000	QUILL CORPORATION	PRINTER CARTRIDGE	17.99
520590.5600.000	QUILL CORPORATION	PRINTER CARTRIDGE	61.79
101110.5600.000	RACOM CORPORATION	ACCESSORY JACK	135.00
101110.5600.000	RACOM CORPORATION	BATTERIES/EARPIECE	165.50
290113.5380.000	RACOM CORPORATION	BATTERIES/EARPIECE	67.15
206120.5600.000	RACOM CORPORATION	PORTABLE VHF	720.70
550780.5410.000	RACOM CORPORATION	UHF CONNECTOR	10.00
101110.5460.000	RAMADA INN	Ztech Trng	109.00
101110.5460.000	RAMADA INN	Ztech Trng	109.00
283210.5472.000	RANDY VAUGHN	MILEAGE	163.02
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	36.00
101870.5280.000	REGION SIX PLANNING COMMISSION	28E FEE 2015	12,398.40
550780.5331.500	REGION SIX PLANNING COMMISSION	OCTOBER PARATRANSIT	4,296.00
473710.5340.240	REX DAY	CONCRETE REPAIRS	25,239.55
550780.5340.010	RIDE SYSTEMS	MONTHLY GPS	850.00
550780.5340.010	RIDE SYSTEMS	MONTHLY GPS	850.00
206710.5600.000	SAFETY-KLEEN SYSTEMS INC	STREET DEPT	516.18
101110.5460.000	SARAH LEWIS	TRAINING LUNCHES	12.18
520520.5380.000	SCHARNWEBER WATER CONDITIONING INC	NOVEMBER WATER SOFTENER	27.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
101310.5340.010	SCHENDEL PEST CONTROL COMPANY	LIBRARY	57.00
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
520520.5410.000	SCOOTER TIRE & AUTO SERVICE	REFUND TAX	(2.52)
520520.5410.000	SCOOTER TIRE & AUTO SERVICE	WPCP	38.52
520520.5570.000	SCOOTER TIRE & AUTO SERVICE	SKIDLOADER	25.00
520520.5340.010	SCOTT TENT & AWNING COMPANY	NOVEMBER MOWING	205.00
101110.5280.000	SECRETARY OF STATE	WATSON-NOTARY	30.00
152451.5340.010	SERVICEMASTER OF M'TOWN INC	COLISEUM KITCHEN	68.00
101310.5340.010	SERVICEMASTER OF M'TOWN INC	LIBRARY JANITORIAL	1,369.33
684990.5230.000	SHEAKLEY	ACA DASHBOARD	355.26
101310.5732.320	SHELLY SMITH	RETURNED LOST BOOK	7.99
101110.5460.000	SHERATON	Ztech Trng	396.02
290113.5460.000	SHERATON	Ztech Trng	282.68
290113.5460.000	SHERATON	Ztech Trng	4.23
101310.5600.000	SIRSIDYNIX	BARCODES	854.50

101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
101410.5340.010	SMITH LAWN CARE	CONTRACT MOWING	100.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	200.00
206710.5340.500	SMITH LAWN CARE	CONTRACT MOWING	170.00
401410.5230.000	SNYDER & ASSOCIATES, INC.	IOWA RIVER INTERCEPTOR	9,288.32
520520.5600.000	SPAHN & ROSE LUMBER CO	DRAIN TILE	38.00
520520.5600.000	SPAHN & ROSE LUMBER CO	OPERATING SUPPLIES	143.18
101410.5600.080	SPAHN & ROSE LUMBER CO	TREATED WOOD	46.86
520520.5230.030	STANLEY CONSULTANTS INC.	SANITARY SEWER	2,090.00
510531.5230.030	STANLEY CONSULTANTS INC.	STORM WATER	950.00
101110.5600.000	STAPLES	BULLETIN BOARDS	139.69
101110.5600.000	STAPLES	OFFICE SUPPLIES	125.91
290113.5600.000	STAPLES	PAPER TOWELS	59.97
510531.5718.000	STAR EQUIPMENT LTD	CORE BIT	124.48
520590.5718.000	STAR EQUIPMENT LTD	CORE BIT	186.72
101410.5340.010	STONE SANITATION	11/1-11/30 GARBAGE	320.00
101580.5340.010	STONE SANITATION	11/1-11/30 GARBAGE	200.00
520520.5340.010	STONE SANITATION	NOV. GRIT/SCREEN REMOVAL	1,404.35
101140.5340.010	STONE SANITATION	11/1-11/30 GARBAGE	95.17
101480.5340.010	STONE SANITATION	11/1-11/30 GARBAGE	95.17
101880.5340.010	STONE SANITATION	11/1-11/30 GARBAGE	145.32
206710.5340.010	STONE SANITATION	11/1-11/30 GARBAGE	95.17
520520.5340.010	STONE SANITATION	11/1-11/30 GARBAGE	95.17
101850.5340.100	STRATEGIC INSIGHTS, INC	LICENSE RENEWED	2,025.00
101110.5718.000	STREICHER'S	CLIPBOARD DASH	159.84
520520.5600.000	SUPER SHINE CAR WASH	CAR WASH TRUCK-WPCP	6.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	134.00
101421.5600.010	SWANK MOTION PICTURES	SUMMER MOVIE RENTAL	191.00
206711.5570.000	SWEEPER PARTS SALES	ELEVATOR BEARING	405.25
520520.5460.000	SWISSOTEL CHICAGO	2015 WEFTEC	1,159.36
283210.5250.000	TAMA COUNTY RECORDER	1604 GRANT ST, TAMA	17.00
101310.5410.000	TELE DIFFERENCE	SERVICE CALL	80.00
206710.5230.000	TELVENT DTN LLC	WEATHER SERVICE	489.00
520520.5600.030	TESTAMERICA INC	FECAL&E COLI TESTING	153.30
101410.5600.080	THE CARY COMPANY	Steel drum	840.06
101140.5132.000	THE GRAPHIC EDGE	12 FLEX FIT	190.96
101310.5732.300	THE PENWORTHY COMPANY	JUVENILE BOOKS	180.00
101310.5732.300	THE PENWORTHY COMPANY	JUVENILE BOOKS	72.90
101410.5562.000	THEISEN'S	Battery ten	56.97
233410.5562.000	THEISEN'S	Battery ten	56.97
101410.5132.000	THEISEN'S	CLOTHING	78.96
101410.5132.010	THEISEN'S	CLOTHING	109.97
510531.5132.000	THEISEN'S	CLOTHING	35.58
520520.5132.000	THEISEN'S	CLOTHING	(462.15)
520590.5132.000	THEISEN'S	CLOTHING	53.37
520520.5132.000	THEISEN'S	CLOTHING	403.92
520520.5600.000	THEISEN'S	CLOTHING	189.17
520520.5132.000	THEISEN'S	CLOTHING	79.98

520520.5600.000	THEISEN'S	FLEX SEAL	25.98
235140.5600.010	THEISEN'S	GLOVES, HAT	87.05
520520.5600.000	THEISEN'S	HYDRANT	149.99
101410.5600.080	THEISEN'S	Loppers	99.96
101140.5600.000	THEISEN'S	OIL DRY	44.90
206710.5600.000	THEISEN'S	OPERATING SUPPLIES	46.13
510531.5600.000	THEISEN'S	OPERATING SUPPLIES	13.57
510531.5600.000	THEISEN'S	OPERATING SUPPLIES	5.10
520590.5600.000	THEISEN'S	OPERATING SUPPLIES	20.35
520590.5600.000	THEISEN'S	OPERATING SUPPLIES	7.64
520520.5132.000	THEISEN'S	RETURN CLOTHES	462.15
101410.5600.080	THEISEN'S	Signs	12.28
520520.5600.000	THEISEN'S	SOFTENER SALT	304.64
101140.5600.000	THEISEN'S	TAGS	26.99
520520.5600.000	THEISEN'S	UTILITY KNIFE	16.99
206710.5570.000	THEISEN'S	VEHICLE MAINTENANCE	39.99
101410.5132.000	THEISEN'S	WINTER CLOTHING	193.48
101310.5600.000	THOMPSON'S TRUE VALUE	HOSE REEL	54.99
101140.5280.000	TIMES-REPUBLICAN	FIRE DEPT NEWSPAPER RENEW	111.80
101840.5210.000	TIMES-REPUBLICAN	NOVEMBER PUBLICATIONS	654.66
101870.5210.000	TIMES-REPUBLICAN	NOVEMBER PUBLICATIONS	18.95
283210.5210.000	TIMES-REPUBLICAN	NOVEMBER PUBLICATIONS	58.50
291530.5210.000	TIMES-REPUBLICAN	NOVEMBER PUBLICATIONS	198.17
491750.5210.000	TIMES-REPUBLICAN	NOVEMBER PUBLICATIONS	33.37
101840.5210.000	TIMES-REPUBLICAN	OCTOBER PUBLICATIONS	531.07
283210.5210.000	TIMES-REPUBLICAN	OCTOBER PUBLICATIONS	58.92
999.0110.160	TIMOTHY D EGGERS	8HRS REGULAR PAY	163.11
206710.5570.000	TITAN MACHINERY, INC.	OP PARTS	1,664.80
101110.5230.000	TLO TRANSUNION	BACKGROUND CHECK	10.00
101141.5460.000	TREASURERS OFFICE	JOHNSTON CE	50.00
206120.5450.000	U S CELLULAR	10/12-11/11 UTILITY	58.98
206710.5450.000	U S CELLULAR	10/12-11/11 PUBLIC WORKS	55.24
206760.5450.000	U S CELLULAR	10/12-11/11 STREET	157.56
510531.5450.000	U S CELLULAR	10/12-11/11 SEWER	22.09
520590.5450.000	U S CELLULAR	10/12-11/11 SEWER	33.14
550780.5450.000	U S CELLULAR	10/12-11/11	29.49
520520.5450.000	U S CELLULAR	11/22-12/21 WPCP	232.81
101310.5600.000	U S POST OFFICE	POSTAGE	12.19
206760.5360.000	U S POST OFFICE	POSTAGE	12.65
520520.5360.000	U S POST OFFICE	SHIPPING	15.10
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	OVERDUE COLLECTIONS	277.45
520520.5600.000	UNISON SOLUTIONS	TEDLAR BAG	26.92
101110.5360.000	UPS STORE #5089	pkg mailing	16.18
101140.5360.000	UPS STORE #5089	RETURN CARG	14.27
101140.5360.000	UPS STORE #5089	SHIPPING	34.43
101140.5360.000	UPS STORE #5089	SHIPPING	16.91
101890.5600.000	US FLAGSTORE.COM	op supplies	186.60
230110.5280.000	USPCA REGION 21	WATSON&RUOPP CONF	100.00
101410.5541.000	VAN WALL EQUIPMENT	Materials	29.85
206710.5450.000	VERIZON WIRELESS	10/11-11/10 ENGINEERING	200.05
101560.5450.000	VERIZON WIRELESS	10/14-11/13 HOUSING	64.12
101561.5450.000	VERIZON WIRELESS	10/14-11/13 HOUSING	31.84
278690.5450.000	VERIZON WIRELESS	10/14-11/13 HOUSING	148.53
283210.5450.000	VERIZON WIRELESS	10/14-11/13 HOUSING	202.03
520520.5450.100	VERIZON WIRELESS	10/22-11/21 WPCP	90.16

101110.5600.000	VISTA PRINT. COM	Business cards	14.98
101110.5600.000	WAL MART STORES INC	Card Reader	19.88
101820.5600.000	WAL MART STORES INC	document frames	9.96
101420.5600.000	WAL MART STORES INC	Frames	50.64
101421.5600.010	WAL MART STORES INC	Halloween P&R supplies	140.27
101110.5600.000	WAL MART STORES INC	Labels	7.94
101140.5600.000	WAL MART STORES INC	MERCHANDISE	(16.96)
206710.5600.000	WAL MART STORES INC	op supplies	9.88
235140.5600.010	WAL MART STORES INC	POSTER CONTEST	54.94
101110.5600.000	WAL MART STORES INC	Printer	99.94
235140.5600.010	WAL MART STORES INC	RETIREE SOUP SUPPER	28.79
101140.5600.000	WAL MART STORES INC	SUPPLIES	45.89
101140.5600.000	WAL MART STORES INC	SUPPLIES	4.42
101110.5600.000	WAL MART STORES INC	USB Cable	4.96
101110.5600.000	WATCH GUARD VIDEO	2VEHICLE CAR CAMERAS	1,040.00
220110.5718.000	WATCH GUARD VIDEO	2VEHICLE CAR CAMERAS	9,000.00
101110.5600.000	WATCH GUARD VIDEO	REMOTE DISPLAY	765.00
242310.5210.000	WEEBLY-CHARGE.COM	WEBSITE FOR DISPLAY	49.00
101410.5600.080	WHITTCO.COM	dog waste bags	149.95
247410.5600.000	WHITTCO.COM	dog waste bags	29.99
247410.5600.000	WHITTCO.COM	dog waste bags	59.98
101310.5410.000	WOODMAN CONTROLS	TECH SUPPORT	1,100.00
206710.5600.000	WW GRAINGER	BLOWER	156.48
520520.5132.000	WW GRAINGER	BURROUGHS	80.10
520520.5600.000	WW GRAINGER	COUPLING	42.70
520520.5600.000	WW GRAINGER	SAFETY GLASS	12.48
101140.5340.070	XEROX CORPORATION	COPIES 11/4-12/3	37.96
101140.5340.070	XEROX CORPORATION	NOVEMBER COPIES	46.84
520520.5340.070	XEROX CORPORATION	NOVEMBER COPIES	71.59
278690.5240.510	ZAYN PROPERTIES LLC	RENT ASSIST	311.00
520520.5340.070	ZIEGLER INC	LIFTSTATION	2,560.60
520520.5340.070	ZIEGLER INC	LIFTSTATION	1,672.65
520520.5340.070	ZIEGLER INC	YMCA LIFT STATION	1,166.73
		TOTAL	**1,226,844.06**

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 10, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Finance Department

Re: Capital Equipment Plan Funds 150, 152, 153

Policy Issue: Council approval is required as part of budget process.

Recommendation: Staff recommends approving the CIP plan for funds 150, 152, 153, and ask for guidance regarding CIP levy amount and project changes.

Background: All city departments have worked together to present this capital improvement plan, and have worked diligently to include a fiscally responsible plan. Currently, the plan includes a CIP levy amount of .675 cents per thousand; the prior year levy amount was 0.62169. The amount of revenue will be adjusted after final valuations figures are received from the County. The City expects to receive valuations as of 1/1/16. Subsequently staff will look for guidance regarding final levy rate, and expenditures changes based on valuation and levy amount changes.

Budget Impact: This plan establishes a budget for the capital improvement levy.

Attachment: Capital Plan, Equipment Replacement Plan for Funds 150, 152, 153

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

City of Marshalltown, Iowa

City Capital Plan Equipment Replacment

FY '16 thru FY '20

SOURCES AND USES OF FUNDS

Source		FY '16	FY '17	FY '18	FY '19	FY '20
150000 - CIP FUND						
Beginning Balance		697,432	613,019	156,694	137,341	170,195
Revenues and Other Fund Sources						
USE OF MONEY & PROPERTY						
4610.000 INTEREST EARNED		*1,000*	*1,000*	*1,000*	*1,000*	*1,000*
	Total	1,000	1,000	1,000	1,000	1,000
PROPERTY TAXES						
4085.000 PROPERTY TAXES- CIP LEVY		*466,000*	*500,000*	*500,000*	*500,000*	*500,000*
	Total	466,000	500,000	500,000	500,000	500,000
Total Revenues and Other Fund Sources		467,000	501,000	501,000	501,000	501,000
Total Funds Available		1,164,432	1,114,019	657,694	638,341	671,195
Expenditures and Uses						
Capital Projects & Equipment						
AIRPORT						
T Hanger Floor Replacement	77013010	*(11,620)*	*0*	*0*	*0*	*0*
120' x 100' Maintenance Hangar	B3011	*0*	*0*	*(5,000)*	*0*	*0*
Rehab Runway 18/36	L3229	*(34,800)*	*0*	*0*	*0*	*0*
	Total	(46,420)	0	(5,000)	0	0
BUILDING INSPECTIONS						
VEHICLE: CHEV COLORADO TRUCK	VBldg02	*0*	*0*	*0*	*(20,000)*	*0*
	Total	0	0	0	(20,000)	0
CITY CLERK						
Copier	E8402010001	*(10,000)*	*0*	*0*	*0*	*0*
	Total	(10,000)	0	0	0	0
FINANCE						
Fire Proof Lateral Files	E2061	*0*	*0*	*0*	*0*	*(2,250)*
Copy Machine	E2062	*0*	*0*	*(15,000)*	*0*	*0*
MICR PRINTER	E3245MP	*(3,800)*	*0*	*0*	*0*	*0*
Accounting Software	E3257A	*(75,000)*	*(205,000)*	*0*	*0*	*0*
	Total	(78,800)	(205,000)	(15,000)	0	(2,250)
FIRE						
SCBA Hi pressure compressor	E0021fir	*(7,500)*	*0*	*0*	*0*	*0*
Jaws of Life - Rescue Unit #9	E0036fir	*0*	*0*	*0*	*0*	*(22,000)*
Saw's	E0039fir	*0*	*0*	*0*	*(5,000)*	*0*

Source		FY '16	FY '17	FY '18	FY '19	FY '20
150000 - CIP FUND						
Fire Hoses	E0040fir	*(10,000)*	*0*	*0*	*(5,000)*	*0*
(8) 100' 5" Fire Hose	E0041fir	*0*	*0*	*0*	*0*	*0*
Smoke Ejector Fan	E0043fir	*0*	*0*	*0*	*(5,000)*	*0*
Copier/Printer	E0050.1fir	*(6,000)*	*0*	*0*	*0*	*0*
30 MSA airpacks	E0051fir	*(16,680)*	*0*	*0*	*0*	*0*
Boat Motor Replacement	E0056fir	*(7,000)*	*0*	*0*	*0*	*0*
P-25 Radio System	E0058fir	*0*	*(34,000)*	*(34,000)*	*0*	*0*
Fire Marshal's Vehicle Replacement	V0058fir	*0*	*0*	*0*	*0*	*0*
Dodge Dakota Pickup Replacement	V0059fir	*0*	*0*	*0*	*0*	*(36,000)*
Exercise Equipment	V0064fir	*(14,174)*	*0*	*0*	*0*	*0*
Light Rescue Vehicle - Loan FY 18-21 Fire Training	V0067fir	*0*	*(32,000)*	*(32,000)*	*(32,000)*	*(32,000)*
	Total	(61,354)	(66,000)	(66,000)	(47,000)	(90,000)
HOUSING						
VEHICLE: RI Car Replace	V0710B	*0*	*0*	*0*	*(20,000)*	*0*
VEHICLE: RI Pickup Rotation	V5101A	*0*	*0*	*(20,000)*	*0*	*0*
	Total	0	0	(20,000)	(20,000)	0
INFORMATION SYSTEMS						
Staff Computers	E1000	*(17,800)*	*(16,000)*	*(16,000)*	*(17,000)*	*(17,000)*
Servers	E3010	*(4,000)*	*(10,000)*	*(11,000)*	*(11,000)*	*(11,000)*
Web Site Maintenance/Upgrade	E3012	*0*	*(75,000)*	*0*	*0*	*0*
Ticket Writer	E3015	*0*	*(4,300)*	*0*	*0*	*0*
VOIP Telephones	E3280	*(50,000)*	*(50,000)*	*0*	*0*	*0*
Imagetek - web storage	E3281	*(6,800)*	*(6,900)*	*(7,000)*	*(7,100)*	*(7,200)*
Update Mic Office	E3282	*0*	*(35,000)*	*(35,000)*	*0*	*0*
	Total	(78,600)	(197,200)	(69,000)	(35,100)	(35,200)
LIBRARY						
Upgraded Automation System	11	*(13,365)*	*(15,378)*	*(15,378)*	*(15,671)*	*(15,968)*
Copiers (3)	P3360	*(11,142)*	*0*	*(10,000)*	*0*	*0*
Microfilm Scanner	P3369	*0*	*(16,000)*	*(16,000)*	*0*	*0*
HVAC Upgrade	P3370	*0*	*(51,000)*	*0*	*0*	*0*
Emerg Lighting Batt Replacement	P3372	*0*	*0*	*0*	*0*	*(15,000)*
Lib Furniture	P3373	*0*	*0*	*0*	*0*	*(20,000)*
Computers	P3374	*0*	*(8,000)*	*(8,000)*	*0*	*0*
	Total	(24,507)	(90,378)	(49,378)	(15,671)	(50,968)
PARK & RECREATION						
Aquatic Center Paint	AC-M-09-1	*0*	*0*	*(30,000)*	*0*	*0*
ANSON Shelter Upper Roof	B2530	*(9,000)*	*0*	*0*	*0*	*0*
Mega 10 Restroom sidewalks	B2546	*0*	*0*	*0*	*(10,000)*	*0*
Glenwood Mini Shelter	B3050	*0*	*0*	*0*	*0*	*0*
RV OPEN SHELTER/Gazebo	B-RV-2270	*0*	*0*	*0*	*(25,000)*	*0*
Timber Creek Parking Lot	B-TimCr-09	*(40,000)*	*0*	*0*	*0*	*0*
West End Walkways	B-WE-Walk	*0*	*0*	*0*	*0*	*0*
COLISEUM scoreboards	COL- E3174	*0*	*0*	*0*	*0*	*(2,000)*

Source		FY '16	FY '17	FY '18	FY '19	FY '20
150000 - CIP FUND						
Coliseum gym floor cover	Col- E3176	*0*	*(3,000)*	*0*	*0*	*0*
Copier-Office	Copy Machine	*0*	*0*	*0*	*(12,000)*	*0*
SNOW BLOWER JD MODEL 686	EQP707	*0*	*0*	*0*	*(6,000)*	*0*
COURTS BB/VB Outdoor	L2277	*0*	*0*	*(10,000)*	*0*	*0*
Anson PARKING LOT	L2533	*0*	*0*	*0*	*0*	*(10,000)*
Bicentennial Park Improvements	M1400	*0*	*0*	*0*	*(2,500)*	*0*
Timber Creek Improvements-Concrete	M1501	*(12,000)*	*0*	*0*	*0*	*0*
Glenwood Concrete	M1502	*(15,000)*	*0*	*0*	*0*	*0*
2006 New Holland	MWR712	*0*	*(20,000)*	*0*	*0*	*0*
2005 New Holland	MWR714	*(23,511)*	*0*	*0*	*0*	*0*
BICENT PLAYGRD EQUIPMENT	PG1914	*0*	*0*	*0*	*0*	*(10,000)*
Mega-10 Playground Replacement	PG2016-1	*0*	*(37,500)*	*(37,500)*	*0*	*0*
West End Play Equip Slide	PG2016-2	*0*	*0*	*0*	*(9,000)*	*0*
JC PLAY EQUIPMENT	PG2565	*0*	*0*	*0*	*0*	*(10,000)*
ARNOLD PLAY EQUIPMENT	PG2568	*0*	*0*	*0*	*0*	*(9,000)*
ANSON TOT PLAYGRD	PG2643	*0*	*0*	*0*	*0*	*(20,000)*
MEGA 10 FITNESS CLUSTER,	PG642	*0*	*0*	*0*	*0*	*0*
Playground - east MSA	PG-MSA-2049	*0*	*0*	*0*	*(5,000)*	*0*
Playground - west	PG-MSA-2051	*0*	*(8,000)*	*0*	*0*	*0*
MHSTennis Court Resurface	TEN-MHS	*0*	*0*	*(12,000)*	*0*	*0*
West End Tennis Courts/Sport Courts	TEN-WE	*0*	*(65,000)*	*0*	*0*	*0*
5320 John Deere Tractor 717	TR717	*0*	*0*	*0*	*0*	*(40,000)*
2003 FORD EXCAB 701	VEH701	*0*	*0*	*(22,000)*	*0*	*0*
2005 Dodge Grand Caravan	VEH711	*0*	*(20,000)*	*0*	*0*	*0*
1996 FORD WINDSTAR GL 724	VEH724	*0*	*0*	*0*	*0*	*0*
2005 1 ton truck 730	VEH730	*0*	*0*	*0*	*0*	*(30,000)*
2008 Ford F-250 4x4 plow 811	VEH811	*0*	*0*	*0*	*0*	*(25,000)*
Mule	VEH821	*0*	*0*	*0*	*0*	*0*
	Total	(99,511)	(153,500)	(111,500)	(69,500)	(156,000)
POLICE						
RADIO EQUIP - BI-DIRECTIONAL AMP	BI-AMP	*0*	*0*	*0*	*(17,000)*	*0*
BODY CAMERAS	BODY CAMERA	*0*	*(15,000)*	*(15,000)*	*(15,000)*	*(15,000)*
COPIER REPLACEMENT - RECORDS	COPIER	*0*	*0*	*0*	*(15,000)*	*0*
COPIER REPLACEMENT - PATROL	COPIER 2	*0*	*(8,500)*	*0*	*0*	*0*
DET VEHICLE REPLACEMENT	DET VEH	*(20,000)*	*(20,000)*	*(20,000)*	*0*	*(23,000)*
K9 VEHICLE REPLACEMENT	K9 VEHICLE	*0*	*(46,000)*	*0*	*(50,000)*	*0*
P25 RADIO MIGRATION	P25	*0*	*(13,000)*	*(13,000)*	*(13,000)*	*0*
RADIO EQUIP - PORTABLE RADIO	RADIOS	*0*	*0*	*0*	*0*	*0*
RMS/CAD REPLACEMENT	RMS/CAD	*(11,991)*	*(11,447)*	*(10,875)*	*(10,275)*	*0*
SERVERS	SERVERS	*(20,000)*	*(10,000)*	*0*	*0*	*0*
SQUAD REPLACEMENT	SQUADS	*(94,630)*	*(110,000)*	*(120,000)*	*(130,000)*	*(140,000)*
TASERS	TASERS	*0*	*(5,000)*	*0*	*(5,000)*	*0*
BODY ARMOR REPLACEMENT	VESTS	*(5,600)*	*(6,300)*	*(5,600)*	*(5,600)*	*(7,000)*

Source		FY '16	FY '17	FY '18	FY '19	FY '20
150000 - CIP FUND						
	Total	(152,221)	(245,247)	(184,475)	(260,875)	(185,000)
Total Expenditures and Uses		(551,413)	(957,325)	(520,353)	(468,146)	(519,418)
Change in Fund Balance		(84,413)	(456,325)	(19,353)	32,854	(18,418)
Ending Balance		613,019	156,694	137,341	170,195	151,777

Source		FY '16	FY '17	FY '18	FY '19	FY '20
152000 - COLISEUM WINTER FEES						
Beginning Balance		25,849	19,575	21,075	19,575	19,575
Revenues and Other Fund Sources						
MISC REVENUES						
4820.451 COLISEUM WINTER FEES		*4,500*	*4,500*	*4,500*	*0*	*0*
	Total	4,500	4,500	4,500	0	0
Total Revenues and Other Fund Sources		4,500	4,500	4,500	0	0
Total Funds Available		30,349	24,075	25,575	19,575	19,575
Expenditures and Uses						
Capital Projects & Equipment						
PARK & RECREATION						
Coliseum Refinish Gym Floor	col - M -08	*(4,774)*	*0*	*0*	*0*	*0*
COLISEUM scoreboards	COL- E3174	*0*	*0*	*0*	*0*	*(2,000)*
Coliseum gym floor cover	Col- E3176	*0*	*(3,000)*	*0*	*0*	*0*
Coliseum Wall Repair	COL-Wall Re	*(6,000)*	*0*	*0*	*0*	*0*
COL Floor cleaning machine	E-Col-3175	*0*	*0*	*(6,000)*	*0*	*0*
	Total	(10,774)	(3,000)	(6,000)	0	(2,000)
Total Expenditures and Uses		(10,774)	(3,000)	(6,000)	0	(2,000)
Change in Fund Balance		(6,274)	1,500	(1,500)	0	(2,000)
Ending Balance		19,575	21,075	19,575	19,575	17,575

Source		FY '16	FY '17	FY '18	FY '19	FY '20
153000 - BUILDING MAINTENANCE						
Beginning Balance		479,721	417,221	352,221	325,471	166,471
Revenues and Other Fund Sources						
PROPERTY TAXES						
4085.000 PROPERTY TAXES-CIP LEVY		*0*	*0*	*0*	*0*	*0*
	Total	0	0	0	0	0
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds Available		479,721	417,221	352,221	325,471	166,471
Expenditures and Uses						
Capital Projects & Equipment						
CARNEGIE BUILDING						
Check and Fix Outside Masonry		*0*	*0*	*0*	*(15,000)*	*0*
Repaint Interior	3971	*0*	*0*	*0*	*0*	*0*
Recarpet Front Entrance	3981	*0*	*0*	*0*	*0*	*(5,000)*
Doorway approaches and steps with heated pads	3990	*0*	*0*	*0*	*0*	*(25,000)*
Security Cameras	4010	*0*	*(15,000)*	*0*	*0*	*0*
Auto Door Opener to Elevator	4020	*0*	*0*	*0*	*0*	*(2,000)*
Upgrade Lighting Front Entrance	4030	*0*	*0*	*0*	*0*	*(2,500)*
Base/Youth Plaster Repair	B2084	*0*	*0*	*0*	*0*	*0*
Leise Bathroom ADA Upgrade	B3110	*0*	*0*	*0*	*0*	*0*
Infrared Camera System	Bldg Mt 010	*0*	*0*	*0*	*0*	*0*
	Total	0	(15,000)	0	(15,000)	(34,500)
CITY HALL						
AIR CONDITIONER	CH0002	*0*	*0*	*0*	*0*	*(20,000)*
Replace Windows	CH0009	*0*	*0*	*(10,000)*	*0*	*0*
Recarpet and Paint Lower Level tio mv Finance down	CH0010	*0*	*0*	*0*	*0*	*0*
Replace Boiler	CH0011	*0*	*0*	*0*	*(60,000)*	*0*
Repaint Main Floor	CH0014	*0*	*0*	*0*	*0*	*0*
Replace East Entrance Door	CH0016	*0*	*(15,000)*	*0*	*0*	*0*
Recarpet Clerk's Office	CH0017	*0*	*0*	*(1,500)*	*0*	*0*
Repaint Light Poles	CH0018	*0*	*0*	*(250)*	*0*	*0*
Upgrade Lighting	CH0019	*0*	*0*	*0*	*(10,000)*	*0*
Replace Back Door	CH0020	*0*	*(2,000)*	*0*	*0*	*0*
Update Elevator	CH0022	*0*	*0*	*0*	*0*	*(60,000)*
	Total	0	(17,000)	(11,750)	(70,000)	(80,000)
FIRE						
Air Conditioning Replacement	B0001fir	*0*	*0*	*0*	*0*	*0*
Roof Replacement-entire bldg.	B0002fir	*0*	*0*	*0*	*0*	*0*
Tuckpoint North and West Walls	B0019fir	*0*	*0*	*0*	*0*	*0*
Tuckpoint Administration of Building	B0020fir	*0*	*0*	*0*	*0*	*0*
Paint Interior	B0021fir	*0*	*0*	*0*	*0*	*0*
Repaint and Recarpet Offices	B0022fir	*0*	*0*	*0*	*0*	*0*

Source		FY '16	FY '17	FY '18	FY '19	FY '20
153000 - BUILDING MAINTENANCE						
Fire Dept Building Repair	Bldg Mt 011	*0*	*0*	*0*	*0*	*0*
	Total	0	0	0	0	0
LIBRARY						
Interior Repair and Repaint. Building Automation	P3357	*0*	*(7,500)*	*0*	*0*	*0*
Library Building Automation	P3362	*(2,500)*	*0*	*0*	*0*	*0*
	Total	(2,500)	(7,500)	0	0	0
POLICE						
PD Building (Water Heater, Repaint West Stairwell	2014-B008	*0*	*(5,500)*	*0*	*0*	*0*
REPLACE AC ROOFTOP UNIT	2015-B001	*0*	*0*	*0*	*0*	*(10,000)*
ADD HVAC IN EVIDENCE ROOM	2015-B002	*0*	*0*	*0*	*(14,000)*	*0*
REPAINT INTERIOR	2015-B003	*0*	*0*	*0*	*(15,000)*	*0*
REPLACE BOILER	2016-B001	*0*	*0*	*0*	*0*	*(30,000)*
REPLACE AIR HANDLERS	2018-B001	*0*	*0*	*0*	*(30,000)*	*0*
Replace Gutters PD/Sewer Storage Building	Bldg Mt 007	*0*	*0*	*0*	*0*	*0*
	Total	0	(5,500)	0	(59,000)	(40,000)
SENIOR CITIZENS						
Window Replacement	B2290	*0*	*0*	*0*	*0*	*(25,000)*
Lighting Upgrade	B2310	*0*	*(20,000)*	*0*	*0*	*0*
HANDICAPPED DOORS/RESTROOMS 1st Floor	B3325	*(15,000)*	*0*	*0*	*0*	*0*
Replace Roof Senior Citizens Ctr	Bldg Mt 001	*(45,000)*	*0*	*0*	*0*	*0*
Recarpet and Repaint	Bldg Mt 002	*0*	*0*	*(15,000)*	*0*	*0*
Repl AC Units Senior Citizens	Bldg Mt 008	*0*	*0*	*0*	*(15,000)*	*0*
Tuckpointing Senior Citizens Center	Bldg Mt 012	*0*	*0*	*0*	*0*	*(25,000)*
Senior Citizens Center Plaster Work	Bldg Mt 013	*0*	*0*	*0*	*0*	*(5,000)*
	Total	(60,000)	(20,000)	(15,000)	(15,000)	(55,000)
Total Expenditures and Uses		(62,500)	(65,000)	(26,750)	(159,000)	(209,500)
Change in Fund Balance		(62,500)	(65,000)	(26,750)	(159,000)	(209,500)
Ending Balance		417,221	352,221	325,471	166,471	(43,029)

COUNCIL PROCEEDINGS
December 14, 2015

The Marshalltown City Council met in regular session on December 14, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin. Absent: Schubert, Wirin. Greer attended via speakerphone, leaving the meeting at 6:48 PM. Wirin arrived at 5:37 PM. Council member Martin expressed congratulations to the winners of the "If I were Mayor" essay contest. He thanked the sponsors involved. Lamer moved to approve the agenda, second by Martin. Motion approved 5-0.

CONSENT AGENDA:

Gowdy moved to approve the Consent Agenda: Approve Council meeting Minutes of November 23, 2015; Approve Bill List in the amount of $1,758,432.57; Liquor License Renewals: B.P.O.E. Lodge #312, Kwik Star #607; second by Hoop. Consent agenda adopted 5-0.

REPORT:

Wirin present at 5:37 PM

Prochaska & Associates, architects, re: Police and Fire building project: Architect presentation related to status update of the project including review of the Programming Study and Site Evaluation Form. Plans are to visit the hospital site tomorrow and others as time permits.

Quarterly Main Street/Central Business District Report, Director Jenny Etter: Report on ongoing activities in the MCBD and completion of the Market Study. MCBD estimated more than 3,000 attendees at recent events. Businesses participated in a marketing project with ISU that was very successful.

12 Hour shift report, Police Department: Chief Tupper brought forward a request to move the patrol unit to 12 hour shift for a trial six month period. The plan would be to begin the end of January and evaluate the impact and potential savings or costs. Chief believes that this could be beneficial in recruiting and other communities have seen reductions in sick and overtime usage.

MOTION

Wirin moved to approve the September 30, 2015 Financial Report, second by Gowdy. Brian DeMoss, Finance Dept., presented highlights to the September financials. Motion approved 6-0.

Michelle Spohnheimer, Housing Dept., presented the request and indicated a need to delay the hearing until the legal description has been corrected to address some inconsistencies. Lamer moved to authorize staff to set hearing following submission of the correct legal description, regarding 2307 Campbell Drive voluntary annexation, second by Wirin. Motion approved 6-0.

Doug Husak and Barb Hagstrand presented the request for approval of a revised grant request. The original approved application was for $13,250. Upon further development additional funding is needed for the project and the Façade committee recommends withdrawing the prior request and approving the new request in the amount of $39,472.50. Wirin moved to approve Motion 2015-219 to approve Façade Grant request, 125-131 E. Main Street, total façade eligible $39,472.50, second by Greer. Lamer moved to amend the motion reducing the request by $8,500 and not funding the East facing wall, second by Martin. Discussion related to funding sources and what is being covered by those sources. Motion to amend request with $8,500 reduction failed 3-3, Wirin, Greer, Hoop dissenting. Motion to approve the withdrawal of the initial request and approve the new amount of $39,472.50 failed 3-3, Martin, Gowdy, Lamer dissenting. Hagstrand requested the opportunity to amend the application to not include the East facing wall and reduce the request by $8,500. Motion made to approve the withdrawal of the initial application and approve the amended application by Wirin, second by Greer. Motion carried 6-0.

RESOLUTIONS:

Justin Nickel, City Engineer, commented on the proposed agreements due to changes in the State reimbursement plans for transportation. There are several concerns associated with the agreements that State associations are reviewing. Lamer moved to table Resolution 2015-213 Approving Transportation Provider Agreements with the following agencies, relating to brokerage services for non-emergency medical transportation provided by the Transit department of the City. A) Wellcare of Iowa, Inc., b) Medical Transportation Management, Inc., c) Access2Care, LLC, d) TMS Management, e) Logisticare Spolutions, LLC, second by Martin. Resolution adopted 6-0.

Steve Simons, Sewer Dept., presented request to replace a truck. Martin moved to adopt Resolution 2015-214 Approving Sewer Equipment Purchase Contract with Jensen Ford for 2016 1-ton dump truck, $23,059.00, second by Gowdy. Resolution adopted 6-0.

Michelle Spohnheimer, Housing Dept., presented the Preliminary Plat. Wirin moved to adopt Resolution 2015-215 Approving the Preliminary Plat for Partners 1st Addition, Marshalltown, Iowa, includes the street extension of South Street and lot development associated with TIG Distributing, connected to the RISE funding project, second by Gowdy. Resolution adopted 6-0.

Justin Nickel, City Engineer, presented the change order and final information on the project. Wirin moved to adopt Resolution 2015-216 Approving Contract Change Order #1, 2015 Sidewalk Repair Project 76015007, increase of $2,292.45, second by Martin. Resolution adopted 6-0.

Greer left the meeting at 6:48 PM.

Martin moved to adopt Resolution 2015-217 Approving Certificate of Completion for the 2015 Sidewalk Repair Project 76015007, Brycon LLC, final costs of $87,579.50, second by Wirin. Resolution adopted 5-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open at 6:49 PM for Resolution 2015-218A Approving Transfer of Title, by Quit Claim Deed, to the Marshalltown Central Business District, Inc and 2015-218B Approving Agreement for the transfer of title to Pedestrian Alley. Nate McCormick thanked the Council for consideration of the transfer indicating it will be a good move for all parties. There were no public or written comments. Mayor Lowrance declared the public hearing closed a 6:50 PM.

Wirin moved to adopt Resolution 2015-218A Approving Transfer of Title by Quit Claim Deed, to the Marshalltown Central Business District, Inc. and Resolution 2015-218B Approving Agreement for the transfer of title to Pedestrian Alley; relating to the alley adjacent to 20 W. Main Street, for a Pedestrian walkway, second by Lamer. Resolution adopted 5-0.

ORDINANCES

Lamer moved to adopt Ordinance 14944 Amending the City Code, adding Section 28.28.1, "Sanitary Sewer Connections to Properties outside the City Limits of Marshalltown," first reading, second by Wirin. Resolution adopted 5-0.

Mayor requested Ordinance 14945 Amending Sanitary Sewer Rates, first reading be postponed to the December 28, 2015, meeting where all members are present.

DISCUSSION

Aquatic Center Survey: Martin presented information related to a planned survey amongst 5th-8th grade students hoping to gain information about the aquatic center usage.

Capital Improvement Plan: Brian DeMoss, Finance Dept. presented the draft CIP highlighting some of the major projects and noting the potential for change based on property valuations.

PUBLIC COMMENT

Chief Tupper thanked his officers and the community for participating in the Coffe with a Cop event. They plan to have another event in February.

CLOSED SESSION

No motion made to enter into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

ADJOURNMENT

The meeting adjourned at 7:00 PM.

Respectfully submitted,

_____
Michelle Spohnheimer,
Housing & Community Development Director

CITY OF MARSHALLTOWN

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET

DECEMBER 14, 2015, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of November 23, 2015.
2. Approve Bill List in the amount of $1,758,432.57.
3. Liquor License Renewals: B.P.O.E. Lodge #312, Kwik Star #607.

(end of consent agenda items

REPORT:

4. Prochaska & Associations, architects, re: Police and Fire building project
5. Quarterly Main Street / Central Business District Report, Director Jenny Etter.
6. 12 Hour shift report, Police Department.

MOTIONS:

7. Approval September 30, 2015, Financial Report.
8. Set hearing for January 11, 2016, regarding 2307 Campbell Drive voluntary annexation.
9. Motion 2015-219 Approve Façade Grant request, 125-131 E Main Street, total façade eligible $39,472.50

RESOLUTIONS:

10. Resolution 2015-213 Approving Transportation Provider Agreements with the following agencies, relating to brokerage services for non-emergency medical transportation provided by the Transit department of the City.
    a) Wellcare of Iowa, Inc.
    b) Medical Transportation Management, Inc.
    c) Access2Care, LLC
    d) TMS Management
    e) Logisticare Solutions, LLC
11. Resolution 2015-214 Approving Sewer Equipment Purchase Contract with Jensen Ford for 2016 1 ton dump truck, $23,059.00.
12. Resolution 2015-215 Approving the Preliminary Plat for Partners 1st Addition, Marshalltown, Iowa, includes the street extension of South Street and lot development associated with TIG Distributing, connected to the RISE funding project.

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown All-America City 2012

13. Resolution 2015-216 Approving Contract Change Order #1 for the 2015 Sidewalk Repair Project 76015007, increase of $2,292.45.

14. Resolution 2015-217 Approving Certificate of Completion for the 2015 Sidewalk Repair Project 76015007, Brycon, LLC, final costs of $87,579.50.

PUBLIC HEARING

15. Resolution 2015-218 Approving Transfer of Title, by Quit Claim Deed, to the Marshalltown Central Business District, Inc., and Resolution 2015-218B Approving Agreement for the transfer of title to Pedestrian Alley. Relating to the Alley adjacent to 20 W Main Street, for a Pedestrian walkway.

ORDINANCES:

16. Ordinance 14944 Amending the City Code, adding Section 28.28.1, "Sanitary Sewer Connections to Properties outside the City Limits of Marshalltown," first reading.

17. Ordinance 14945 Amending Sanitary Sewer Rates, first reading.

DISCUSSION:

18. Aquatic center survey

19. Capital Improvement Plan

PUBLIC COMMENTS:

CLOSED SESSION:

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

ADJOURNMENT:

HOLIDAY HOURS

City Hall offices will be closed on December 24, December 25 and January 1.

Marshalltown Public Library will be closed on December 24, December 25, December 26, December 31 and January 1.

COUNCIL PROCEEDINGS
November 23, 2015

The Marshalltown City Council met in regular session on November 23, 2015, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin. Mayor Lowrance complimented the street department for handling the snow removal following the snow event and the community for sponsoring a nice Downtown Holiday Stroll. Captain Batterson introduced Chris Mayer and presented his Certified Reserve Officer certificate. Several individuals were recognized for years of service: 40 Years: Gary Mason; 30 Years: Mike Bryan; 25 Years: Brenda Welton; 15 Years: Donna Peterson, Jim Trowbridge: 5 Years: Dave Daters, Curtis Raue, Ted Smith, Rick Weitzell, Joshua Warnell. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA:
Martin moved to approve the Consent Agenda: Approve Council meeting Minutes of November 9, 2015; Approve Bill List in the amount of $ 1,137,804.24; Receipt of Abstract of Votes, November 3, 2015, city election. Elected councilors: Greer, Hoop & Lamer, and approval of Public Measure A, relating to a $0.27 library levy; Receipt of Civil Service new Hire List, Police Officer, valid through November 10, 2016; Appoint Christina Malcom to the Marshalltown Softball Board of Directors, term expires 1/1/2018; Resolution 2015-195 Authorizing Loan to Tax increment fund – MEDIC – Urban Renewal Area #3, $50,000 to be certified as on obligation that is eligible to be repaid from future incremental property tax revenues, as of December 1, 2015; Resolution 2015-196 Authorizing Loan to Tax increment fund – CENTRAL BUSINESS DISTRICT / MAIN STREET PROGRAM – Urban Renewal Area #4, $24,000 to be certified as on obligation that is eligible to be repaid from future incremental property tax revenues, as of December 1, 2015; Resolution 2015-197 Authorizing Loan to Tax increment fund – DOWNTOWN CURB AND GUTTER – Urban Renewal Area #4, $50,000 to be certified as on obligation that is eligible to be repaid from future incremental property tax revenues, as of December 1, 2015; Resolution 2015-198 Authorizing Loan to Tax increment fund – DOWNTOWN FAÇADE / CODE UPGRADE GRANT PROGRAM – Urban Renewal Area #4, $50,000 to be certified as on obligation that is eligible to be repaid from future incremental property tax revenues, as of December 1, 2015; Resolution 2015-199 Approving Annual TIF Report and Tax Increment Financing Indebtedness Certification to County Auditor, Report due December 1, 2015; Resolution 2015-200 Approving Airport Capital Improvement Plan for 2016-2021 & Pavement Rehabilitation project application for FY 2016; Resolution 2015-201 Approving Contract Change Order #4, For Turner Street (East) Interceptor Sewer Project 59012009, decrease of $47,686.32; Resolution 2015-202 Approving Certificate of Completion and Final project costs with Woodruff Construction, LLC, Turner Street Pump Station Project 59012009, of $854,108.68; Resolution 2015-203 Authorizing Acceptance of a REAP grant from the Iowa Department of Natural Resources, for Iowa River Trail Construction Project 41014002, of $66,737.00; Liquor License Renewals: Tacos y Mariscos Maravilla, Toms Cue & Brew, Haley's Deli BBQ and Catering; Approve new liquor license, Don Anderson, The Brew House, 4 W Boone Street; second by Lamer. Consent agenda adopted 7-0.

REPORT:
Parks Director Gray presented the Aquatic Center Report for the recent season, beginning November 1, 2014 – October 31, 2015. The hours were reduced by 20% due to problems of hiring lifeguards. The operating schedule is tricky, following school district schedule and incorporating snow days, makes for a shorter season.

The council discussed customer service at their annual goal setting, and it was discussed to change up the agenda to better serve our construction contracts, by allowing action of basic items at the first meeting. The council will have the option to direct staff to include any item on the next business agenda if there is any hesitation of the council to act on an item on first review, with "Old Business" noted on the next agenda for those repeat items. There is no change on ordinances, as three readings are still required by Iowa law, which allows the council to waive a reading or two. There is also no change on those items requiring public hearing. Wirin asked that each new agenda item include a summary memo for detail using the public works department format. The agenda trial run will continue for the next month with full implementation on Jan 1, 2016.

MOTION
Gowdy moved to approve the State Financial Report for fiscal year ending June 30, 2015, second by Lamer. Motion approved 7-0.

Schubert moved to hold the Council Meeting of December 28, 2015, at noon, second by Wirin. Motion approved 7-0.

RESOLUTIONS:
Lamer moved to adopt Resolution 2015-205 Approving Change Order #2, Concrete Repair 2015 Project 76015006, increase of $23,670.95, second by Greer. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-206 Approving Change Order #2, W Main Street & 13th St Tie Removal project 76011013, increase of $8,036.80, second by Martin. Resolution adopted 7-0.

Greer moved to adopt Resolution 2015-207 Approving Certificate of Completion and Final project costs with OMG Midwest, Inc., for the W Main Street & 13th St Tie Removal project 76011013, final cost $1,331,660.51, second by Wirin. Resolution adopted 7-0.

Greer moved to adopt Resolution 2015-208 Approving Change Order #1, 2013 Mill and Overlay project 76012020, decrease of $130,981.36. second by Lamer. Resolution adopted 7-0.

Greer moved to adopt Resolution 2015-209 Approving Certificate of Completion and Final project costs with OMG Midwest, Inc., 2013 Mill and Overlay project 76012020, final cost of $3,559,686.51. second by Lamer. Resolution adopted 7-0.

Greer moved to adopt Resolution 2015-210 Approving Change Order #1, 2015 Mill and Overlay project 76015004, decrease of $34,276.51, second by Martin. Resolution adopted 7-0.

Greer moved to adopt Resolution 2015-211 Approving Certificate of Completion and Final project costs with OMG Midwest, Inc., 2015 Mill and Overlay project. 76015004, final cost of $496,435.35, second by Gowdy. Resolution adopted 7-0.

Lamer moved to adopt Resolution 2015-212 Proposing the Transfer of Real Estate and fixing the Date and Time of Hearing (December 14, 2015, 5:30 PM) relating to the Alley adjacent to 20 W Main Street, for the Pedestrian walkway, second by Wirin. Resolution adopted 7-0.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the Plans, Specifications, Form of Contract and Cost for the Ingledue Storm Sewer Project 29108009. Public Works Director Justin Nickel was present to answer questions. Residents in the area of Ingledue Street and 2nd Avenue, heavily impacted by construction, are in favor of the project. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Lamer moved to adopt Resolution 2015-204 Approving Plans, Specifications, Form of Contract and Cost for the Ingledue Storm Sewer Project 29108009. Bids due 12/15/2015, 10:00 am, second by Martin. Resolution adopted 7-0.

PUBLIC COMMENT

Chief Tupper encouraged individuals to contact Crime Stoppers if they have any tips relating to the vandalism of Rogers School. An award of up to $1,000 is available. Chief Rierson informed the council the fire department's "Project Complete" was a success, with over 400 hats and gloves delivered to needy students in conjunction with Rotary's coat drive. Librarian Rosenblum congratulated her staff on being first place contributors to United Way, with 100% participation. Councilor Greer advised the council the Males, Trails and Rails group was formed to support the Iowa River Trail project. Public Works Director announced the compost center will close after the business day of December 6. Pending concrete strength testing, Olive Street may be open 11/24. Jason Vajgrt, 713 Union Street, complained about snow removal operations in his area.

ADJOURNMENT

The meeting adjourned at 6:33 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RAW

Marshalltown Central Business District
2015 Goals and Achievements

Achievements by Committee:

Economic Restructuring /Rehabilitation-

- Market Analysis Project- developing surveys, data, recruitment and retention strategies
- Kibbey Building- sale of building and vacant lot, restoration began with $75,000 Challenge Grant funding
- Downtown Building Inventory- to include use of upper story space
- Initial development of Self Sustaining Municipal Improvement District plans

Design-

- Floral Basket Program- 96 baskets enhancing the beauty of downtown Main Street
- Banners- Seasonal banners celebrating businesses in the downtown
- Berms- plants, flowers, bushes and art work in flower beds throughout the downtown
- Final phase of the Pedestrian Walkway Project

Promotions/Events-

- Veteran's Valentine Party- celebrate the day with veterans at Iowa Veteran's Home
- Iowa vs. Iowa State Cook-Off- fundraiser for Iowa River Hospice
- 24th Annual Holiday Stroll & Tiny Tim Tree Festival
- Adopt-A-Veteran Christmas Party- enjoy the season with veterans

Over 3,000 people attended these events this year

Organization-

- Main Street Iowa Awards- State recognition for local projects, events, & volunteers ***(Pat Williams, awarded 2015 Volunteer of the Year)***
- Keeper Awards- Annual MCBD Volunteer Celebration event
- Pledge Drive- annual request for support of programming
- Membership Campaign- annual request for support, volunteers, and board members
- ISU Interior Design Project- downtown retailers working with students to improve store front appeal. Joint project with Marshalltown Chamber of Commerce.
- Main Street Iowa Open 4 Business Competition- local retailers competed for "best business" honors locally, regionally and State wide. Marshalltown hosted regional competition.
- Main Street Iowa Statewide Spring Conference- Marshalltown hosted week long directors conference (***over 200 individuals in attendance***)

2015 Incentive Grant Projects:

• Kibbey Building/ 125 W. Main St.	$33,250 allocated	$1,425,560	private investment
• Benscoter Building/ 208 E. Church	$20,000 allocated	$490,000	private investment
• CGA project/ 16 E Main (rear of bldg)	$4,800 allocated	$22,960	private investment
• Church St. Plaza/ 207 E. Church	$2,584 allocated	$29,622	private investment
Total Project Funding	**$60,634**	**$1,968,142.**	

Additional Trainings/Workshops attended by Director and Board:

- National Main Street Conference- Atlanta, Ga.,
- 4- Main Street Iowa Conferences throughout Iowa
- Main Street Iowa- Downtown Summit West Des Moines
- Leadership Workshop- Ottumwa with Regional Partnership

MCBD Cumulative Statistics (from 2002 to date):

• Business Starts/relocation/expansions	62
• New Jobs	152
• Buildings sold	123
• Building Rehabilitation	71
• Private Investment in Acquisition	$16,423,424
• Private Investment in Rehabilitation	$27,278,731
• Volunteer hours provided to program	51,522

RSW

Letter of Understanding

Between

Teamsters Local 238 and the City of Marshalltown

The Employer and the Union mutually agree to the implementation of a 12 hour schedule for sworn employees covered by the current collective bargaining agreement. With the implementation of the new schedule officers will now work 12 hour shifts or 2184 hours annually.

Both parties mutually agree to the following:

1. The implementation of a 12 hour shift will be for a 6 month trial period beginning in late January 2016 and ending in late June 2016.
2. Both parties agree to meet after the shift has been implemented for 3 months and evaluate the benefits and deficiencies of the new schedule.
3. Employees will retain their rights to bid shifts according to seniority by either bidding day or night shifts. As current contract language already provides, the City retains its right to make specific assignments for some personnel based upon an employee's qualifications to meet the needs of the department.
4. Vacation and personal leave shall both remain at their current accrual rates during the trial period of the schedule.
5. As part of the new schedule, officers should understand outside employment will be limited by the following criteria:
    a. Any outside employment should be completed 8 hours prior to the beginning of your shift on your work days.
6. The following criteria will be followed relating to training days:
    a. Training with a duration of 8 hours or more, including travel time, shall be considered an employee's full work day.
    b. When training has a duration of less than 8 hours, including travel time, employees may choose to either:
        i. Use a form of paid leave for the remaining hours of the employee's shift
        ii. Employees may report for duty and check in with on-shift supervisor to complete his/her 12 hour shift.
    c. Officers are reminded that pursuant to the Fair Labor Standards Act, when traveling to training together, only the driver of the vehicle is compensated for the travel time.
7. Holiday pay will continue to accrue in the current manner and will follow the criteria below:
    a. For those officers **not** working a recognized holiday, he/she will receive 8 hours of pay for the holiday.
    b. For those officers working the holiday, he/she will receive 1 ½ times his/her regular hourly rate for all hours worked on the holiday as well as the 8 hours of holiday pay which the employee may elect to receive as pay or may allocate to his/her compensatory bank.
8. Shift differential will be paid to officers regularly assigned to the night shift.

Scanned ✓
posted to web ✓
printed ✓

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 3, 2015

To: **Mayor James L. Lowrance**
Members of the City Council

printed separately

From: Brian DeMoss
Accounting Manager

Re: September 2015 Monthly Financial Statements

Policy Issue: N/A.

Recommendation: Staff recommends approving the September 2015 monthly financial statements.

Background: The finance department has prepared and reconciled the September 2015 financial statements for your review. September financials include quarterly transfers for employee benefits, capital project expense, property tax revenue, and other miscellaneous transfers.

Budget Impact: N/A

Attachment: Sept 2015 FS.

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RAW

the City of Marshalltown

Housing & Community Development

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

September 28, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Annexation request for 2307 Campbell Drive.

Policy Issue: The City has had a request to provide City sewer to a property in unincorporated Marshall County. The Water department previously had regulations requiring an annexation application be made in order to receive City water. We are in the process of formalizing similar policies. As that ordinance moves forward we have an immediate case needing action.

Recommendation: Staff recommends approving the request for annexation for the property at 2307 Campbell Drive following the public hearing. The process includes setting a public hearing which will occur during the January 11, 2016 Council meeting. Between now and the hearing notification must also be sent to the Marshall County Board of Supervisors.

Background: The property was operating on a septic system which needed to be replaced. Since City sewer is available the County would not permit a new system to be installed. It was discussed among City staff and water department that annexation would be required. An application has been submitted.

Budget Impact: There is not a fee for taxpaying properties being annexed into the city. The administrative expenses associated with the request are covered under the zoning operating budget.

Attachment: Annexation application.

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown
All-America City
2012

2016-__

RESOLUTION APPROVING VOLUNTARY ANNEXATION OF CERTAIN REAL ESTATE TO THE CITY OF MARSHALLTOWN, IOWA - 2307 CAMPBELL DRIVE

WHEREAS, the City of Marshalltown, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, there has been presented to the City Council of said City an Application for Annexation, as required by Iowa Code Section 368, executed by the owners of the real estate to be annexed, being 2307 Campbell Drive, which list of said owners is attached hereto as Exhibit "A", said real estate lying adjacent to the existing City limits of the City with the owners of the parcels shown on the accompanying map in Exhibit "A" attached hereto, and accompanying legal descriptions in Exhibit "A" attached hereto and made a part of this Resolution; and

WHEREAS, this real estate to be annexed is not within the urbanized area of a City other than the City of Marshalltown, Iowa and does not create an island; and

WHEREAS, the City of Marshalltown, Iowa desires to annex said territory upon the Application heretofore presented.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA AS FOLLOWS:

Section 1. That the Application for annexation of the real estate as shown in Exhibit "A" and described in Exhibit "A" attached hereto is hereby approved.

Section 2. In compliance with the City's Comprehensive Plan, the land involved in the above referenced annexation, 2307 Campbell Drive, located west of Campbell Drive and north of 233rd Street, upon annexation, shall be considered zone R-2, Low Density Residential.

Section 3. The Clerk of the City of Marshalltown shall file a copy of this Resolution, and the attached map and legal description of the property annexed with the following: State Department of Transportation, Marshall County Recorder. Iowa Secretary of State, Marshall County Board of Supervisors and each affected public utility.

Section 4. This annexation shall be considered complete and final upon acknowledgment by the Iowa Secretary of State that the Resolution, map and real estate description have been received for filing purposes.

Passed on this 11th day of January, 2016, and signed on this __ day of January, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

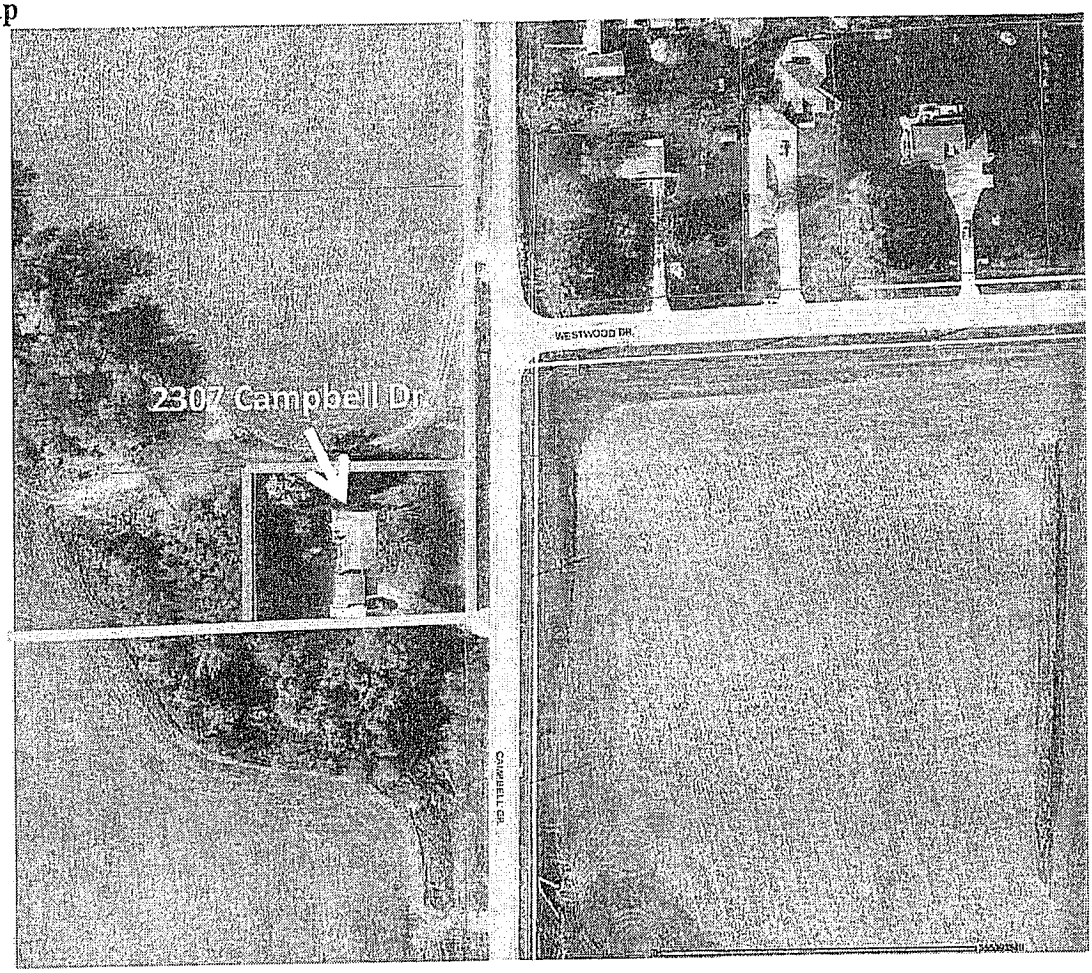
EXHIBIT A

Owner – Donald Risius (deceased) / Application made by Richard E. Ingledue, Executor

Legal Description – 2307 Campbell Drive

Commencing at a point 1602 feet South of the Southeast Corner of the Northwest Quarter of the Southeast Quarter of Section 4, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence West 243 feet, thence South 154 feet, thence East 243 feet, thence North 154 feet to the place of beginning, being a part of the Northwest Quarter of the Northeast Quarter of Section 9, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

Map



Current Corporate Limits

Proposed New Corporate Limits after annexation

City of Marshalltown
Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
11/30/15	Application received
12/7/15	Item placed on discussion at the next Council meeting. No formal action taken, update on anticipated schedule and notices. (2nd & 4th Monday)
12/16/15	Application mailed to County Board of Supervisors at least 14 **business** days prior to Council action. Mail certified copy on Friday 4 weeks prior, i.e. meeting on Monday, Nov. 23rd = Certified mail sent Friday, Oct. 30th)
12/16/15	Notice of public hearing submitted to the newspaper 1 week prior to publication.
12/23/15	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior, i.e. meeting on the Monday Nov. 23rd = publication on Friday Nov. 6th)
1/11/16	Public Hearing held and Council resolution approved at the City Council Meeting (2nd & 4th Monday)
	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☑ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☑ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☑ Map of property to be annexed.
- ☑ Description of the current use and expected use of the annexed property.
- ☑ N/A $250 application fee. (applicable to tax-exempt parcels only)

* To be provided once correct legal obtained

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: 2307 Campbell Drive, Marshalltown, IA 50158	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 11-09-201-002	
Owner of Record: Donald Risius - (deceased)	
Address of Owner of Record: N/A	
Owner Phone: N/A	Owner E-mail: N/A
Authorized Agent: Richard E. Ingledue, Executor	
Address of Authorized Agent: 2638 - 182nd Street, Marshalltown, IA 50158	
Agent Phone: 641-751-4708	Agent E-mail: ringledue@citizenssavingsbank.com

Please indicate if the property is involved in any of the following:

☐ Bankruptcy ☐ Contract ☐ Civil Suit ☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request: occupy as a residence and as to connect to the existing city sewer

I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.

Exec. 11-30-2015

Owner/Agent Signature — Date

Owner/Agent Signature — Date

Owner/Agent Signature — Date

Current Corporate Limits

Proposed New Corporate Limits after annexation

THE IOWA STATE BAR ASSOCIATION Official Form No. 103 | Dennis D. Appelgate ISBA # 00097 | FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

9806059 09/11/1998 03:17PM 1 of 1
Joan A Smith-Legg Marshall County Recorder

STATE OF IOWA, MARSHALL CO.
entered upon transfer books and for taxation this 11th day of September A.D. 1998
AUDITOR
ASSISTANT

9806059 REC. NO/TIME 100
500 5.00

Preparer Information Dennis D. Appelgate, 120 East High, PO Box 249, Toledo IA 52342-0249, (515) 484-2320
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE FOR RECORDER

WARRANTY DEED - JOINT TENANCY

For the consideration of One Dollar(s) and other valuable consideration,
Janet A. Hellesø, formerly Janet A. Coop, and Donald Hellesø, Wife and Husband,

do hereby Convey to
Donald Rigtue and Beverly Rigtue, Husband and Wife,

as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Marshall County, Iowa:

Commencing at a point 1602 feet South of the Southeast Corner of the Northwest Quarter of the Southeast Quarter of Section 4, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence West 243 feet, thence South 154 feet, thence East 243 feet, thence North 154 feet to place of beginning, being a part of the Northwest Quarter of the Northeast Quarter of Section 9, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

REAL ESTATE TRANSFER
TAX PAID 37
STAMP II
$ 91.20
RECORDER
9-11-98 64
DATE COUNTY

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF Iowa, ss:
Tama COUNTY,

On this 10th day of September, 19 98, before me, the undersigned, a Notary Public in and for said State, personally appeared Janet A. Hellesø, formerly Janet A. Coop, and Donald Hellesø, Wife and Husband,

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Dennis D. Appelgate
Notary Public

(This form of acknowledgment for individual grantor(s) only)

Dated: September 10, 1998

Janet A. Hellesø (Grantor)
Janet A. Hellesø

Donald Hellesø (Grantor)
Donald Hellesø

(Grantor)

(Grantor)

© The Iowa State Bar Association
5WADOCS IN 0097

Whitney Hunt
Marshall County Assistant Auditor & Recorder
1 E. Main St.
Marshalltown, IA 50158
phone: (641) 844-2715

FW: Scanned Document/Image From MFP08571PLT02 - Facade App

From : Douglas P Husak <Douglas.P.Husak@wellsfargo.com> Wed, Dec 09, 2015 11:09 AM

Subject : FW: Scanned Document/Image From MFP08571PLT02 - Facade App 1 attachment

To : Clerk@ci.marshalltown.ia.us

Cc : gdprimus@outlook.com, krezac@sagepointadvisor.com, stroskey@cgaconsultants.com, director@marshalltownmainstreet.com, dsteiner@ci.marshalltown.ia.us

detail printed separately

Shari – pls forward to all City Council members. I would like to present at the 12/14 meeting.

City Council Members:

We have a revised app for the property at 125-131 E Main St., Marshalltown.

This app takes the place of a grant request previously approved for Barb Hagstrand, the Kibbey bldg for $13,250 earlier this year. The original application is being withdrawn and this new one being submitted. The reason for the change is that the applicant didn't realize she qualified for a higher amount. Keep in mind the scope of this project is now near $2,000,000.

The math:
On the first page you will see a break-down by façade for the requested amount of $42,000.

North - $12,500 per façade for 2 facades or $25,000. Since this includes upper story work on the main entrance, the grant can be increased from $8,500 to $12,500 per facade. For reference, this same feature was used on 117 W Main st back in 2007. The cost is $89,890 x 25% reimbursement = $22,472.50 max grant

South - $72,900 per façade for 1 façade. There is delineation for the back of the bldg so the 30' frontage does not apply.
$72,900 x 25% = $18,225, which is higher than the basic grant = $8,500 max grant

East - $102,500 per façade for 1 façade
$102,500 x 25% = $25,625, which is higher than the basic grant = $8,500 max grant

West – not grant eligible.

- Ø The total façades eligible = $39,472.50
- Ø The committee recommends approval of the above grant amount based on the criteria described above.

Thanks, Doug Husak
Façade/Code Chair

RAW

Kibbey Building - Façade Upgrade Grant

Barb Hagstrand 641-485-5362

North - Main St	Cost $89,890	61ft long Start Nov 2015.	Requesting: $17,000 Completed May 2017.	$12,500 $12,500
South -	Cost $72,900	61ft long Start Nov 2015.	Requesting: $17,000 Completed May 2017.	$8,500
East-	Cost $102,500	80ft long Start Nov 2015.	Requesting: $8,500 **Completed Dec 2015.**	$8500
West -	Cost $8,000	30ft long Start Nov 2015.	Requesting: $2,000 **Completed Dec 2015**	∅

$273,290

RDW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 7, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Iowa Provider Agreements –for non-emergency medical transportation service for eligible Medicaid participants with the following brokers: Logisticare, WellCare of Iowa, Access2Care, MTM, and TMS.

Policy Issue: City policy requires approval of Intergovernmental Agreements

Recommendation: Staff recommends approving the agreements with Logisticare, WellCare of Iowa, Acess2Care, MTM, and TMS.

Background: These agencies plan to broker and arrange for the provision of non-emergency medical transportation services including, but not limited to, ambulance, livery, taxi, invalid coach, private automobile, minivan, bus, sedan, airplane, and wheelchair vans, and, to that end, are establishing a network of qualified and licensed transportation providers.

Budget Impact: Billing for transportation services provided will be invoiced to agencies once per week. A $5.00 one way trip fare will be charged.

Attachment: Individual agreements with each provider (5)

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES BETWEEN MARSHALLTOWN MUNICIPAL TRANSIT AND WELLCARE OF IOWA, INC.

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed contract by and between Marshalltown Municipal Transit and WELLCARE OF IOWA, INC., relative to providing non-emergency medical transportation service for eligible Medicaid participants.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the agreement by and between Marshalltown Municipal Transit and WELLCARE OF IOWA, INC., relative to providing non-emergency medical transportation service for eligible Medicaid participants, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 14th day of December 2015 and signed this _____ day of December 2015.

CITY OF MARSHALLTOWN.

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES BETWEEN MARSHALLTOWN MUNICIPAL TRANSIT AND MEDICAL TRANSPORTATION MANAGEMENT, INC. (MTM)

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed contract by and between Marshalltown Municipal Transit and MTM, relative to providing non-emergency medical transportation service for eligible Medicaid participants.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the agreement by and between Marshalltown Municipal Transit and MTM relative to providing non-emergency medical transportation service for eligible Medicaid participants, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 14th day of December 2015 and signed this _____ day of December 2015.

CITY OF MARSHALLTOWN.

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES BETWEEN MARSHALLTOWN MUNICIPAL TRANSIT AND ACCESS2CARE, LLC

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed contract by and between Marshalltown Municipal Transit and ACCESS2CARE, LLC., relative to providing non-emergency medical transportation service for eligible Medicaid participants.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the agreement by and between Marshalltown Municipal Transit and ACCESS2CARE, LLC., relative to providing non-emergency medical transportation service for eligible Medicaid participants, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 14th day of December 2015 and signed this _____ day of December 2015.

CITY OF MARSHALLTOWN.

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES BETWEEN MARSHALLTOWN MUNICIPAL TRANSIT AND TMS MANAGEMENT

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed contract by and between Marshalltown Municipal Transit and TMS Management, relative to providing non-emergency medical transportation service for eligible Medicaid participants.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the agreement by and between Marshalltown Municipal Transit and TMS Management relative to providing non-emergency medical transportation service for eligible Medicaid participants, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 14th day of December 2015 and signed this _____ day of December 2015.

CITY OF MARSHALLTOWN.

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT FOR TRANSPORTATION SERVICES BETWEEN MARSHALLTOWN MUNICIPAL TRANSIT AND LOGISTICARE SOLUTIONS, LLC (LGTC)

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed contract by and between Marshalltown Municipal Transit and LGTC, relative to providing non-emergency medical transportation service for eligible Medicaid participants.

WHEREAS, the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the agreement by and between Marshalltown Municipal Transit and LGTC relative to providing non-emergency medical transportation service for eligible Medicaid participants, is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 14th day of December 2015 and signed this _____ day of December 2015.

CITY OF MARSHALLTOWN.

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

RDW

RESOLUTION APPROVING SEWER EQUIPMENT PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND JENSEN FORD OF MARSHALLTOWN, IOWA FOR A 2016 1 TON DUMP TRUCK THE AMOUNT OF $23,059.00

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Sewer Department equipment purchase contract by and between the City of Marshalltown, Iowa, and Jensen Ford of Marshalltown, Iowa, for a 2016 1 Ton Dump Truck.

WHEREAS the Jensen Ford bid consists of a 1 Ton Dump Truck.

WHEREAS the Council has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the purchase agreement by and between the City of Marshalltown, and Jensen Ford . of Marshalltown, Iowa, for a 2016 1 Ton Dump Truck in the amount of $23,059.00, is hereby fully approved in all respects and particulars.

Passed this 14th day of December, 2015, and signed this _____ day of December, 2015.

CITY OF MARSHALLTOWN

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 7, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Steve Simons
Sewer Superintendent

Re: Equipment Purchase – 2016 1 Ton Dump Truck with Electric Hoist

Policy Issue: City policy requires Governing Body approval of Purchase of Motor Vehicles when consideration exceeds $5,000.

Recommendation: Staff recommends approving the purchase of a 1 Ton Dump Truck from Jensen Ford with installation of platform and hoist by Hawkeye Truck.

Background: The 2015-2016 CIP has money to replace a 1 Ton Dump Truck in the Sewer Department. The total budget for the truck is $29,000. We will be trading in two vehicles from street department fleet and transferring 2006 Ford F350 from sewer department to street department in their place. Staff requested quotes from three local dealers. Jensen Ford was low bidder at $23,059 with trade and Clemons Chevrolet bid $27,121 with trade. Staff also requested a quote on installation of the platform and hoist. Hawkeye Truck quoted $6,250.

Budget Impact: The sum of both truck and hoist is $29,309.00.

Attachment: Jensen Ford Quotation, Clemons Chevrolet Quote, Hawkeye Truck Quotation

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

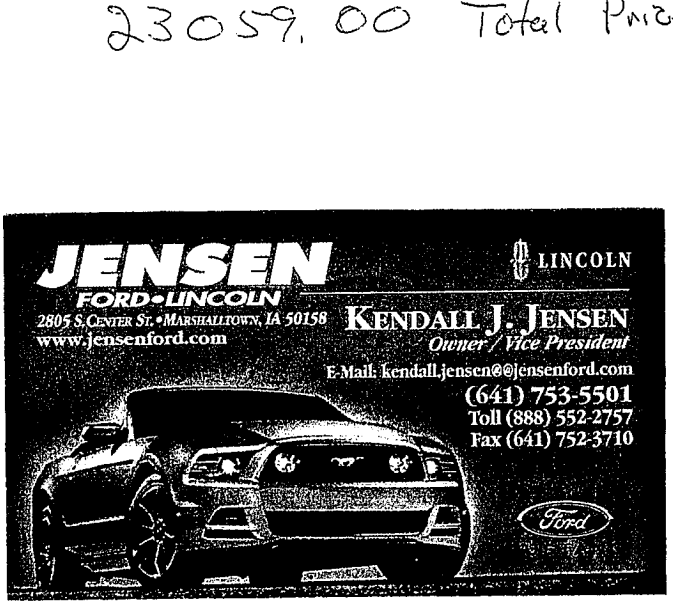
CNGP530 VEHICLE ORDER CONFIRMATION 11/24/15 13:24:59
==> Dealer: F53535
2016 F-SERIES SD Page: 1 of 2

Order No: 1001 Priority: A1 Ord FIN: QI367 Order Type: 5B Price Level: 635
Ord PEP: 640A Cust/Flt Name: CITY OF MTOWN PO Number:

		RETAIL
F3G	F350 4X2 CHAS/C	$33860
	165" WHEELBASE	
PQ	RACE RED	
1	CLTH 40/20/40	100
S	STEEL	
640A	PREF EQUIP PKG	
	.XL TRIM	
572	.AIR CONDITIONER	NC
	.AM/FM STER/CLK	
996	6.2L EFI V8 ENG	NC
44P	6-SPD AUTOMATIC	NC
TBK	.LT245 BSW AS 17	NC
X4L	4.30 LTD SLIP	350
90L	PWR EQUIP GROUP	895
	TELE TT MIR-PWR	
65Z	AFT AXLE TANK	NC
794	PRICE CONCESSN	
	REMARKS TRAILER	
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	DEST AND DELIV	1195
	LESS TPMS	
	14000# GVWR PKG	
41H	ENG BLK HEATER	NC
425	50 STATE EMISS	NC
	JOB #1 BUILD	
525	CRUISE CONTROL	235
531	TRAILER TOW PKG	155

TOTAL BASE AND OPTIONS 36790

36790.00 MSRP
9056.00 Jensen Discount
27734.00
325.00 Class IV Hitch
28059.00
5000.00 (2) Trades
23059.00 Total Price



Clemons

2909 S. Center Street • Marshalltown, Iowa 50158
641-752-5491 • clemons@clemonsinc.com

This Bid is for a New 2016 Silverado 3500 HD Chassis Cab order out from Clemons Inc. This will take 6-8 weeks to get. The breakdown is as follows. Please let me know if you have any questions.

MSRP	$39215.00
Sale Price	$30856.00
2 Extra Keys & Fobs	$265.10
Sub total	$31121.10
Trades 97' F150 & 01' 3500 -	$4000.00
Total	$27121.10

Thank you

Perry Christophel

Sales & Leasing Consultant

Clemons Inc.

Email perry@clemonsinc.com

Phone 641-752-5491

Configure a New Vehicle: Choose Options

Choose Model | Choose Options | Customer/Other Info | View Summary

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

Options Added and Removed

* indicates a required field

Select Vehicle Options

→ View Weekly Constraints Report (Retail)

Expand / Collapse All Options

Select	Option Code	Description	MSRP †	None †
Primary Color* [G7C]				
☐	G1C	Slate Grey Metallic	$0.00	
☐	G1F	Autumn Bronze Metallic	$395.00	
☐	G1K	Deep Ocean Blue Metallic	$395.00	
☑	G7C	Red Hot	$0.00	
☐	GAN	Silver Ice Metallic	$0.00	
☐	GAZ	Summit White	$0.00	
☐	GBA	Black	$0.00	
☐	GXG	Tungsten Metallic	$0.00	
Trim* [H2R]				
☐	H0U	Jet Black, Cloth	$0.00	
☐	H2Q	Dark Ash, Vinyl	$0.00	
☑	H2R	Dark Ash, Cloth	$0.00	
☐	H2S	Dark Ash, Cloth	$0.00	
☐	H2T	Cocoa/Dune, Cloth	$0.00	
Body Code [ZW9]				
☑	ZW9	Body, Chassis Cab	$0.00	
GVWR [9E5]				
☑	9E5	GVWR, 13,200 lbs. (5988 kg)	$0.00	
Engine* [L96]				
☑	L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI	$0.00	
☐	LC8	Engine, 6.0L V8 SFI Gaseous with hardened valves and valve seats.	W/A	
☐	LML	Engine, Duramax 6.6L Turbo Diesel V8	$8,395.00	
Transmission* [MYD]				
☐	MW7	Transmission, Allison 1000 6-speed automatic	$0.00	
☑	MYD	Transmission, 6-speed automatic, heavy-duty	$0.00	
Emissions [FE9]				
☑	FE9	Emissions, Federal requirements	$0.00	
☐	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	$0.00	
☐	YF5	Emissions, California state requirements	$0.00	
Rear Axle [GT5]				

MY CONFIGURATION

2016 CHEVROLET ALL CREGHD - CK36403 - 3500HD Silverado: Reg Chassis-Cab, 4WD

PEG: 1WT

Distrib. Entity: FLT Fleet
Order Type: FBC-Fleet Political Subdivision

RELATED LINKS

- View List of All Options and Their Detailed Descriptions
- US On-Line Order/Reference Guide

☐	GT4	Rear axle, 3.73 ratio	$100.00
☑	GT5	Rear axle, 4.10 ratio	$0.00

☑ Tires [QQO]

☑	QQO	Tires, LT235/80R17E all-season highway	$0.00
☐	QZT	Tires, LT235/80R17E all-terrain	$200.00

☑ Wheels [PYW]

☑	PYW	Wheels, 17" (43.2 cm) painted steel	$0.00

☑ Radio [IO3]

☑	IO3	Audio system, 4.2" Diagonal Color Display, AM/FM stereo	$0.00
☐	IO5	Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen, AM/FM stereo	$0.00
☐	IO6	Audio system, Chevrolet MyLink Radio with Navigation and 8" diagonal color touch-screen, AM/FM stereo	$495.00
☐	IOB	Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen, AM/FM stereo	$260.00

☑ Seats' [AE7]

☑	AE7	Seats, front 40/20/40 split-bench	$0.00
☐	AZ3	Seats, front 40/20/40 split-bench	$415.00

☑ Paint Scheme [ZY1]

☑	ZY1	Paint, solid	$0.00

☑ Ship- Through Codes

☐	A3I	Ship Thru, Produced in Flint Assembly and shipped to Auto Truck Group in Roanoke, IN.	$0.00
☐	A4J	Ship Thru, Produced in Ft. Wayne Assembly and shipped to ECO Vehicle Systems in Union City, IN.	$0.00
☐	CJQ	Ship Thru, Produced in Flint Assembly and shipped to Caseco Truck Body, St. Clair, MO	$0.00
☐	SI3	Ship Thru, Produced in Flint Assembly and shipped to Reading Truck Equipment, Pontiac MI.	$0.00
☐	SI4	Ship Thru, Produced in Flint Assembly and shipped to Knapheide Truck Equipment in Flint, MI.	$0.00
☐	SI5	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Brand FX Body Company, in Fairmount, IN.	$0.00
☐	SI6	Ship Thru, Produced in Flint Assembly and shipped to Leggett and Platt CVP Taylor, MI.	$0.00
☐	SI7	Ship Thru, Produced in Flint Assembly and shipped to Monroe Truck Equipment, Flint, MI.	$0.00
☐	SI8	Ship Thru, Produced in Ft. Wayne Assembly and shipped to Buckey Truck Equipment in Columbus, OH.	$0.00
☐	TVY	Ship Thru, Produced and shipped to Anchorage VDC then to TK Services	$0.00
☐	TW4	Ship Thru, Produced in Flint Assembly and shipped to Manheim Carleton, MI and returned to Flint Assembly	W/A
☐	TZU	Ship Thru, Produced in Flint Assembly and shipped to Leggett and Platt CVP Taylor, MI.	W/A
☐	VCB	Ship Thru, Produced in Flint Assembly and shipped to Monroe Truck Equipment in Flint	W/A
☐	VEW	Ship Thru, Produced in Flint Assembly and shipped to Canfield Equipment in Warren, MI.	W/A
☐	VFW	Ship Thru, Produced in Flint Assembly and shipped to NBC Truck Equipment Roseville, MI.	W/A
☐	VHR	Ship Thru, Produced in Flint Assembly and shipped to Reading Equipment and Distribution of Pontiac, MI.	W/A
☐	VN3	Ship Thru, Produced in Ft. Wayne Assembly and shipped to W.A. Jones, Columbia City, IN.	$0.00
☐	VUD	Ship Thru, Produced in Flint Assembly and shipped to Knapheide Truck Equipment in Flint, MI.	W/A
☐	VUI	Ship Thru, Produced in Flint Assembly and shipped to Auto Truck Group, Roanoke, IN.	W/A
☐	W90	Hdlg Charge: Flint Assm To Impco to Flint Assm	W/A

☑ Additional Options

BUMPER FRT

☑	V46	Bumper, front chrome	$0.00

BUMPER RR

☑	9J4	Bumper: Rear Delete	$0.00

COMMUNICATION SYSTEM

☑	UE0	OnStar Delete	$0.00
☐	UE1	OnStar Guidance Plan for 6 months	$0.00

COVERING FLOOR

☐	B30	Floor covering, color-keyed carpeting	$100.00
☑	BG9	Floor covering, Graphite-colored rubberized-vinyl	$0.00
DIGITAL AUDIO SYSTEM			
☑	U2J	SiriusXM Satellite Radio, Delete	$0.00
☐	U2K	SiriusXM Satellite Radio	$195.00
FUEL TANK			
☐	N2L	Fuel tank, rear, 40 gallon	-$50.00
☐	N2M	Fuel tank, front, 23.5 gallon	-$100.00
☑	N2N	Fuel tank, front and rear, 63.5 gallon	$0.00
Fleet Management Company			
☐	R6A	ARI	$0.00
☐	R6R	Donlen Corp	$0.00
☐	R6T	Emkay	$0.00
☐	R6U	GE	$0.00
☐	R7A	Enterprise Fleet	$0.00
☐	R7G	LeasePlan	$0.00
☐	R7H	Mike Albert	$0.00
☐	R7W	PHH	$0.00
☐	R8N	Wheels	$0.00
GENERATOR			
☑	KG4	Alternator, 150 amps	$0.00
☐	KHB	Alternators, dual, 150 amps and 220 amps each	$380.00
☐	KW5	Alternator, 220 amps	$150.00
HANDLE O/S DOOR			
☐	D75	Door handles, body-color	$0.00
HVAC SYSTEM			
☑	C67	Air conditioning, single-zone	$0.00
LOCK CONTROL, ENTRY			
☑	AQQ	Remote Keyless Entry	$0.00
MIRROR O/S			
☐	DF2	Mirrors, outside high-visibility vertical camper-style, Black	$0.00
☑	DPN	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, black.	$0.00
SPEAKER SYSTEM			
☐	UQ3	6-speaker audio system	$0.00
☑	UQ5	Audio system feature, 4-speaker system	$0.00
TIRE SPARE			
☐	ZQO	Tire, spare LT235/80R17E highway	$380.00
☐	ZZT	Tire, spare LT235/80R17E all-terrain	$380.00
TRANSFER CASE			
☐	NQF	Transfer case, electronic shift with rotary dial controls	$200.00
WHEEL SPARE			
☐	SKP	Wheel, 17" x 6.5" (43.2 cm x 16.5 cm) full-size, steel spare	$0.00
WINDOW TYPE			
☐	AKO	Glass, deep-tinted	$100.00
Other			
☐	9L7	Upfitter switches	$125.00
☑	A31	Windows, power	$0.00
☐	AG1	Seat adjuster, driver 10-way power	$0.00
☑	AU3	Door locks, power	$0.00

☐	AY0	Air bags, single-stage frontal and thorax side-impact, driver and front passenger	$395.00
☐	BJA	Fuel fill kit	$50.00
☐	BTV	Remote vehicle starter system	$300.00
☐	C49	Defogger, rear-window electric	$175.00
☑	DD8	Mirror, inside rearview auto-dimming	$0.00
☐	FHV	Bi-Fuel Compressed Natural Gas CNG fuel system	W/A
☑	G80	Differential, heavy-duty locking rear	$0.00
☐	GTY	Rear axle, wide-track	$190.00
☑	JL1	Trailer brake controller, integrated	$275.00
☐	K05	Engine block heater	$90.00
☑	K34	Cruise control, steering wheel-mounted	$0.00
☐	K40	Exhaust brake	$0.00
☑	K47	Air cleaner, high-capacity	$0.00
☐	K4B	Battery, 730 cold-cranking amps, auxiliary	$135.00
☑	KC4	Cooling, external engine oil cooler	$0.00
☐	KI4	Power outlet, 110-volt AC	$125.00
☑	KNP	Cooling, auxiliary external transmission oil cooler	$0.00
☐	N37	Steering column, manual Tilt-Wheel and telescoping	$100.00
☐	NB8	Emissions override, California	$0.00
☐	NB9	Emissions override, state-specific	$0.00
☐	NC7	Emissions override, Federal	$0.00
☐	NZZ	Underbody Shield	$150.00
☑	P03	Wheel trim, painted trim skins and painted center caps	$0.00
☐	P06	Wheel trim, Chrome trim skins and chrome center caps	$0.00
☑	PCR	WT Convenience Package	$965.00
☐	PCY	LT Convenience Package	$735.00
☐	PCZ	Ambulance / Fire / Rescue Package	$8,585.00
☐	PQF	OnStar 6 months of OnStar Protection Service.	$0.00
☐	PQG	OnStar 18 months of OnStar Protection Service.	$0.00
☐	PQH	OnStar 30 months of OnStar Protection Service.	$0.00
☐	PQI	OnStar 6 months of OnStar Security Service.	$0.00
☐	PQL	OnStar 18 months of OnStar Security Service.	$0.00
☐	PQM	OnStar 30 months of OnStar Security Service.	$0.00
☐	PQP	OnStar Additional 6 months of OnStar Fleet Guidance Trial Service.	$0.00
☐	PQQ	OnStar Additional 18 months of OnStar Fleet Guidance Trial Service.	$0.00
☐	PQT	OnStar Additional 30 months of OnStar Fleet Guidance Trial Service.	$0.00
☐	PR6	SiriusXM–Additional 9 Months All-Access Package	$0.00
☐	PR7	SiriusXM–Additional 21 Months All-Access Package	$0.00
☐	PR8	SiriusXM–Additional 33 Months All-Access Package	$0.00
☐	PTO	Power Take Off, engine control provisions	$0.00
☐	R6H	Upfitter Allowance	$0.00
☐	R6L	Override for GAM orders	$0.00
☐	R6P	Fleet Customer	$0.00
☐	R9Y	Fleet Free Maintenance Credit	-$90.00
☐	ROV	OnStar with 4G LTE for Fleet (12GB/12 months)	$0.00
☐	ROW	OnStar with 4G LTE for Fleet (24GB/24 months)	$0.00
☐	RVS	LPO, Assist Steps - 4" Black Round	$530.00
☐	SDA	LPO - Recovery Hooks: Chrome on Pickups / Black on Utes	W/A
☐	T3U	Fog lamps, front, halogen	W/A
☐	TG5	Single-slot CD/MP3 player	$0.00

☐	TRW	Provision for cab roof-mounted lamp/beacon	$30.00
☑	U01	Lamps, Smoked Amber roof marker	$0.00
☐	U2L	Radio, HD	$0.00
☐	UF3	Switch, High Idle	$200.00
☐	UK3	Steering wheel audio controls	$0.00
☐	UTJ	Theft-deterrent system, unauthorized entry	$0.00
☐	V10	Cover, 1-piece, covers radiator grille and front bumper openings	$55.00
☑	V22	Grille, chrome surround	$0.00
☑	V76	Recovery hooks, front, frame-mounted, black	$0.00
☐	VAV	LPO, All-weather floor mats	$90.00
☑	VK3	License plate kit, front	$0.00
☐	VQ1	Fleet Processing Option	$0.00
☐	VQ2	Fleet Processing Option	$0.00
☐	VQ3	Fleet Processing Option	$0.00
☐	VQZ	LPO, Polished exhaust tip	$135.00
☐	VV4	OnStar with 4G LTE and built-in Wi-Fi hotspot	$0.00
☐	VXH	LPO, Assist steps - 6" Chromed Rectangular	$650.00
☐	VXJ	LPO, Assist steps - 4" chrome Round	$585.00
☐	VYU	Snow Plow Prep Package	$385.00
☐	YK6	SEO Processing Option	$0.00
☐	YM8	LPO Processing Option	$0.00

☑ Special Equipment Options [SFW]

☐	01U	Special Paint	$0.00
☐	5L5	Theft deterrent system fleet immobilizer modifications	$10.00
☐	5M7	Speedometer calibration	$10.00
☐	8F2	Ornamentation, delete	$0.00
☐	8W9	Increased front GAWR	$45.00
☐	8X1	Label, fasten safety belts	$2.00
☐	9B9	Governor, electronic speed sensor set to 70 MPH	$10.00
☐	9S1	Seats, Driver and passenger front, individual seats in base vinyl trim	$0.00
☐	9U3	Seats, Driver and passenger front individual seats in cloth trim	$0.00
☐	9V5	Paints, solid, Woodland Green	$150.00
☐	9W3	Paints, solid, Wheatland Yellow	$150.00
☐	9W4	Paints, solid, Tangier Orange	$150.00
☑	SFW	Back-up alarm calibration	$0.00
☐	TGK	Special Paint, Solid, one color	$350.00

☐ **Fleet Customer Codes** → **Apply Fleet Customer Code**

Base Price:	$36,780.00
Total Options:	$1,240.00
Total Price:	$38,020.00
Destination Charge:	$1,195.00
TOTAL PRICE W/ DFC†:	$39,215.00

CANCEL BACK NEXT VIEW SUMMARY

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

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INVOICE

HAWKEYE TRUCK EQUIPMENT
5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755
" The Complete Truck Equipment Center"

INVOICE #	17677
INV. DATE	09/15/15
PAGE #	1

453500
SOLD TO: CITY OF MARSHALLTOWN
ATT: ACCOUNTS PAYABLE
24 NORTH CENTER STREET
MARSHALLTOWN IA 50158

SHIP TO: CITY OF MARSHALLTOWN
ATT: ACCOUNTS PAYABLE
24 NORTH CENTER STREET
MARSHALLTOWN IA 50158

PO 750499 520590 5749 000

P.O. #	YEAR	MAKE	MODEL	VIN
	2015	FORD	F350	A50353

TERMS: N10 JCG SALES REP

ATTN: STEVE SIMONS PH: 641-754-5709 FX: 641-754-5741

1-OMAHA STANDARD HEAVY DUTY SERIES PLATFORM, 9'6"x 96" SMOOTH STEEL FLOOR, ROUNDED STYLISH CORNERS, HEAVY GAUGE HIGH STRENGTH STEEL OUTRAIL AND CROSSMEMBERS COMBINE WITH STRUCTURAL STEEL CHANNEL LONG MEMBERS FOR THE STRONGEST PLATFORM AVAILABLE, 11 GAUGE HIGH STRENGTH ROLLFORMED STEEL SIDE-FRONT-AND REAR OUTRAIL, EXCLUSIVE AUTOMOTIVE TYPE UNDERCOATING ASSURES MAXIMUM PROTECTION AGAINST CORROSION, RECESSED LIGHT HOLES, RECESSED RUBBER MOUNTED LIGHTS ARE PROTECTED FROM WEATHER AND IMPACT, 2x4 STAKE POCKETS ARE REINFORCED FOR ADDED STRENGTH, E-COATED FINISH-EXCLUSIVE HIGH GLOSS BLACK ACRYLIC ELECTROCOAT TOPCOAT, 3-YEAR/36,000 MILE LIMITED WARRANTY, COMPLETELY INSTALLED. S/N #100283515

1-OMAHA STANDARD MODEL 415 SE ELECTRIC OVER HYDRAULIC HOIST, 4-1/2" BORE, 15-1/4" STROKE, 2" DIAMETER ROD, UNIQUE TAPERED FRAME DESIGN TO AVOID CHASSIS COMPONENTS, LUBRICATED FITTINGS AT ALL PIVOT POINTS, WITH A 24" OVERHANG HOIST WILL HAVE A 9.4 TON WATER-LEVEL LOAD LIFTING CAPACITY, IN-CAB PENDANT CONTROL, 3 YEAR/ 36,000 MILE LIMITED WARRANTY, INSTALLED. S/N #052100001

NOTE: THIS DOES NOT INCLUDE A BULKHEAD ON THE BODY OR A HITCH!!!

THANK YOU FOR THE ORDER, JOSH GOODE

City of Marshalltown
NOV 03 2015
Finance Dept.

City of Marshalltown
OCT 22 2015
Finance Dept.

City of Marshalltown
OCT 07 2015
Finance Dept.

City of Marshalltown
SEP 21 2015
Finance Dept.

Please pay from this invoice - No statement will be sent.
Original invoice required for returns. 15% restocking charge on all returned - cancelled parts. No returns on electrical parts.
Subject to 1.5% Finance Charge after 30 days.

Sub total	$	6,250.00
Sales Tax	$	0.00
Freight	$	0.00
FET	$	0.00
Total	$	6,250.00

Date: November 17, 2015

To: Truck Dealership

From: Steve Simons, Sewer Supt.

Re: Purchase of Truck

The City of Marshalltown, Public Works Dept., Sewer Division is looking for a new Current Model Year(2015) One Ton Cab & Chassis Truck that meets the specifications attached. The proposals from the local dealerships will be compared with the DOT awarded contract price for the Truck. The purchase will be made to either the lowest qualified lowest local proposal or to the DOT dealership. The City of Marshalltown will consider purchasing from a local dealership as a factor in making a final decision on the award of contract.

Any problems with meeting the specifications provided shall be clearly addressed in the proposal, or it will be interpreted as being in compliance with the specifications.

Any questions should be directed to Steve Simons at 754-5749.

All proposals are due at the Water Pollution Control Plant office at 1001 Woodland Street, Marshalltown, Iowa, 50158, on or before 3:00 PM on Monday November 30, 2015.

Information to Bidders

Examination by Bidders - Each bidder shall carefully review the specifications which may have a bearing on the preparation of his/her proposal. City of Marshalltown plans to mount an Omaha Standard Heavy Duty Platform, with electric Hoist on the back of this truck, and said platform and hoist is not a part of this bid. Any questions regarding the project should be directed to the Marshalltown Sewer Superintendent, Steve Simons.

Trade-In - Two vehicles will be traded in for this purchase. The first vehicle is a 1991 Chevy 1 ton flatbed with hoist. The second vehicle is a 1997 Ford F150 XL. The 1 Ton Flatbed can be seen at Marshalltown Sewer Department, 1001 Woodland St, Marshalltown. The Ford F150 can be seen at the City of Marshalltown Public Works Facility, 905 E Main St., Marshalltown. Both trucks are still in service and may be being utilized by department personnel. Please contact Steve Simons at 641-750-0955 to set up an arrangement to view vehicles.

Method of Award - The City reserves the right to reject any or all proposals and to defer action on the same for a period of time not to exceed 30 days from date of the bid opening and to waive inconformities in any proposal submitted, and to accept any such proposal as it deems to be in its best interests.

Send Or Drop Off Proposal to:

Steve Simons
City of Marshalltown Sewer Department
1001 Woodland Street,
Marshalltown, IA 50158

State on the outside of the Envelope "Vehicle Bid Proposal".

5 HPU Group 3 - Standard Cab Long Box DRW

LARGE STANDARD CAB PICKUP w/DUAL REAR WHEELS: 11,400 lb. GVWR minimum, 8 ft. Body, V-8 or V-10 Engine, Automatic Transmission

160" WHEELBASE MIN

Line Number	Base Vehicle Minimum Specifications	State Package or Code Number
Line 1	Wheelbase: Minimum 133 inches.	STD
Line 2	Air conditioning w/all required options.	STD
Line 3	Tilt steering column, Automatic speed control.	STD
Line 4	Wipers, intermittent.	STD
Line 5	Rear step bumper.	STD
Line 6	Engine: Base engine for model bid with specified options and accessories. If base is available as E85 flex-fuel, it must be provided. STATE: Cylinders_8___Liters_5.0____Horsepower_360_____Torque _380____	L96
Line 7	Power point.	STD
Line 8	Radio, AM FM w/internal clock. Delete satellite radio if standard.	STD
Line 9	Power 4-wheel anti-lock brakes.	STD
Line 10	Interior trim package w/insulating headliner, full door and back of cab panels, dome lamp. Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box.	H2R
Line 11	Full floor covering, rubber preferred – If available it must be provided. If floor covering must be carpet, OEM floor mats must be provided.	STD
Line 12	Tires, all-season radial. Full size spare tire mounted under body.	STD
Line 13	Rear axle, anti-spin differential. State standard ratio: 4.10	STD
Line 14	Daytime running lights.	STD
Line 15	Power windows.	PCR
Line 16	Power door locks with remote keyless entry.	STD
Line 17	Factory installed Bluetooth.	K04
Line 18	State GVWR:	13,500
Line 19	State Payload Capacity:	TBD
Line 20	**BASE VEHICLE PRICE CONFIGURED AS PER ABOVE**	
Line 21	**Delivery Charge. Per mile charge for anywhere in the State of Iowa. Use $0.00 format**	

Options List - Dealer must provide price for each option (Prices are required to complete Bid - If standard state STD, if part of a package state package code, if not available state N/A, if dealer installed/provided state DLR, if cost is a deduct, state as a negative (-) number, if cost is zero (0), enter '0')	State Package or Code Number	Option Price MUST be provided
Line 22 Engine block heater.	K05	
Line 23 Sliding rear window.	NA	
Line 24 Power driver's seat.	AZ3	
Line 25 Bluetooth, dealer installed if not available from Factory.	INC W/ BASE	
Line 26 Factory or dealer installed backup alarm.	8S3	
Line 27 Trailer tow extendable mirrors. Power adjustable main head.	INC W/ BASE	
Line 28 Trailer tow package: Class V receiver hitch, 2-1/2 inch shaft, 7-wire trailer wiring receptacle at hitch. OEM integral trailer brake controller.	STD	
Line 29 2 extra key sets w/fob, 4 total complete functional sets with each vehicle	DI	
Line 30 Power Exterior Mirrors.	STD	
Line 31 Paint: ~~BOT Orange~~, GM 9W4, Ford WS684E, Dodge TY6282.	9W4	
Line 32 2 extra key sets w/fob, 4 total complete functional sets, for DAS direct ship vehicles only.	DI	
Line 33 Rear Axle: optional lower ratio (higher numerically). State ratio	NA	
Line 34 E85 FFV engine - Include all required options and other pertinent information. STATE: Cylinders_____Liters_____Horsepower_____Torque_____ LIST OTHER REQUIREMENTS:	INC W/ BASE	
Line 35 Engine upgrade #1. Minimum 6.0L displacement - Include all required options and other pertinent information. STATE: Cylinders_____Liters_____Horsepower_____Torque_____ LIST OTHER REQUIREMENTS:	INC W/ BASE	
Line 36 Engine upgrade #2. Turbocharged Diesel, minimum 6.6 liters. Must be rated minimum 350 Hp., minimum 750 lb/ft torque with HD Automatic Transmission. STATE: Cylinders___8___Liters__6.6_____ Horsepower_397_____Torque_765_____LIST OTHER REQUIREMENTS:	LML	
Line 37 Full Floor Carpeting & OEM Mats if not provided in base above.	B30	
Line 38 DEDUCT COST: Delete Daytime running lights.	NA	
Line 39 DEDUCT COST: Delete Power windows.	(PCR)	
Line 40 DEDUCT COST: Delete Power door locks with remote keyless entry.	INC W/ LINE 39	
Line 41 DEDUCT COST: Delete vehicle communication system (OnStar or equivalent) if standard.	STD	
Line 42 Deduct (per vehicle) for Factory Direct Delivery with Pre Delivery Inspection (PDI) performed by receiving Agency (should be a negative number.)	NA	

RED

BID ID: HPU 3.1 - DAS

DAS Required Options (Prices are required to complete Bid - If standard state STD, if part of a package state package code, if not available state N/A, if dealer installed/provided state DLR, if cost is a deduct, state as a negative (-) number, if cost is zero (0), enter '0')	State Package or Code Number	Option Price MUST be provided
Line 22 Engine block heater.	K05	
Line 27 Trailer tow extendable mirrors. Power adjustable main head.	INC W/ BASE	
Line 28 Trailer tow package: Class V receiver hitch, 2-1/2 inch shaft, 7-wire trailer wiring receptacle at hitch. OEM integral trailer brake controller.	STD	
Line 29 2 extra key sets w/fob, 4 total complete functional sets with each vehicle	DI	
Line 41 DEDUCT COST: Delete vehicle communication system (OnStar or equivalent) if standard.	STD	
Line 43 Please use the following lines for any price adjustments and comments on why price adjustments are necessary. Please reference manufacture codes when adjusting costs.		
Line 44		
Line 45		
Line 46		
	Estimated Quantity:	
Line 47 Delivered FOB: Department of Administrative Services, Des Moines. Delivery Cost - Enter miles in whole number, MapQuest city to city - Cost will be automatically calculated	Delivery Miles	Delivery Cost
Line 48 TOTAL PRICE EACH: Add Base Cost, Options, and Delivery Cost		

Below Information Must Be Provided to complete LCC

Vehicle Make (i.e.: Ford, Chevrolet, etc.):	
Vehicle Common Model Name (i.e.: Taurus, CK1500, Uplander, etc.):	
Vehicle Exact Model Code (i.e.: R44, CC15853, R6KL82, etc.):	
Vehicle Trim Package Common Name (i.e.: XLT, SE, LT, etc.):	
Exact Trim Package Code Designation (i.e.: 617A, 26J, 2LT, 1WT, etc.):	
State Exact Engine Code (i.e.: 99L, LY8, EVE, etc.):	
State Exact Transmission Code (i.e.: MYD, DGG, 44T, etc.):	
American Made (Yes/No):	NO
EPA Highway MPG Rating (if applicable):	TBD

RDW

RESOLUTION APPROVING THE PRELIMINARY PLAT FOR PARTNERS 1ST ADDITION, MARSHALLTOWN, IOWA

WHEREAS, the Preliminary Plat, including lot layout plan, grading and drainage plan for Partners 1st Addition has been filed for review and approval; and

WHEREAS, the Preliminary Plat for Partners 1st Addition was reviewed and approved by the Marshalltown Plan Zoning Commission on November 12, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the Preliminary Plat for Partners 1st Addition is hereby approved and accepted as under the conditions as set forth herein.

Passed this _____ day of _____, 2015, and signed this _____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown
Housing & Community Development

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

December 8, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Michelle Spohnheimer
Housing & Community Development Director

Re: Partners 1st Addition Preliminary Plat

Background/Policy Issue: The City has received the Preliminary Plat for Partners 1st Addition. This area includes the street extension of South Street and lot development associated with TIG. The plat previously went to the Plan Zoning Commission on November 12, 2015 and was approved pending technical corrections. The final revisions have now been made and are being presented to the City Council.

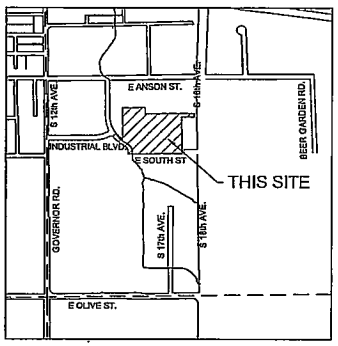
Recommendation: Staff recommends approving the preliminary plat for Partners 1st Addition.

Budget Impact: This project is connected to the RISE funding project.

Attachment: Resolution and Preliminary Plat documents.

cc: Randy Wetmore, City Administrator

PRELIMINARY PLAT
PARTNERS 1ST ADDITION



VICINITY MAP
NOT TO SCALE

SURVEYOR AND ENGINEER

TRAVIS R. STEWART, P.L.S.
ADAM DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
P.O. BOX 754 - 16 E. MAIN STREET
MARSHALLTOWN, IOWA 50158
(641)752-6701

ZONE INFORMATION:

HEAVY INDUSTRY

FRONT YARD: NONE
SIDE YARDS: NONE
REAR YARD: NONE
FRONTAGE: 200'
LOT AREA: MINIMUM 1.0 ACRES

OWNERS OF RECORD

P4L ENTERPRISES, LLC
STATE CENTER, IOWA 50247

SURVEY REQUESTED BY:

JOE THARPE
TIG DISTRIBUTING
MARSHALLTOWN, IOWA
DATE: 4-3-2013

FLOOD ZONE:

ZONE A
PANEL# 19127C 0170D
EFFECTIVE DATE NOVEMBER 16, 2011

LEGAL DESCRIPTION (INST #2015-00000950 #2015-00003167)

PARCEL "C" LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA AND ALSO LOCATED IN A PART OF LOT 1, M.I.P. 6TH ADDITION TO MARSHALL, MARSHALL COUNTY AS SHOWN IN RETRACEMENT PLAT OF SURVEY, FILED JUNE 16, 2015 AS INSTRUMENT NO. 2015-00002790 IN THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA.

AND

THE WEST 237.6 FEET OF THE EAST 602.6 FEET OF THE SOUTH 630.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, EXCEPT THE SOUTH 60.0 FEET THEREOF, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 6, BLOCK 2 OF THE M.I.P. 4TH ADDITION TO MARSHALL IN DOCUMENT NO. 6917-1977-8 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, N0°08'35"W 43.36'; THENCE, NORTHWESTERLY 95.91' ALONG THE ARC OF A 100.62' RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N27°39'31"W AND A CHORD DISTANCE OF 93.22'; THENCE, N54°56'45"W 125.82'; THENCE, NORTHWESTERLY 154.18' ALONG THE ARC OF A 540.21' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N48°46'14"W AND A CHORD DISTANCE OF 153.64'; THE AFORESAID ALL ALONG THE EAST LINE OF SAID LOT 6; THENCE, N19°47'19"E 80.16' ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTH 14TH AVENUE, AS PRESENTLY ESTABLISHED, TO THE SOUTHWESTERLY LINE OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 1, M.I.P. 6TH ADDITION TO MARSHALL IN DOCUMENT NO. 9921028 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, SOUTHEASTERLY 134.39' ALONG SAID SOUTHWESTERLY LINE AND THE ARC OF A 490.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S46°37'40"E AND A CHORD DISTANCE OF 133.87'; THENCE, S54°56'45"E 11.84'; THENCE, N0°50'25"W 537.20' ALONG THE EAST LINE OF THE WEST 209' OF SAID LOT 1; THENCE, N89°13'02"E 387.24' ALONG SOUTH LINE OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 1, M.I.P. 2ND ADDITION TO MARSHALL AND RECORDED IN BOOK 7, PAGE 776 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA TO THE WEST LINE OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 2, M.I.P. 2ND ADDITION TO MARSHALL AS RECORDED IN BOOK 7, PAGE 776 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S0°40'18"E 110.00' ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE, N89°19'39"E 630.00' ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2 AND THE WEST RIGHT OF WAY LINE OF 18TH AVENUE, AS PRESENTLY ESTABLISHED; THENCE, S0°48'25"E 59.52' ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTH 630.00' OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S89°29'25"W 215.07' ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 365.00' OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S0°48'49"E 540.99' ALONG THE WEST LINE OF THE EAST 365.00' OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36 TO THE NORTH LINE OF THE SOUTH 60.00' OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S0°28'12"E 60.03' ALONG SAID WEST LINE TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE, S89°31'46"W 914.87' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 17.19 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

I hereby certify that this land surveying document was prepared and related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

TRAVIS R. STEWART LICENSED 17162 IOWA PROFESSIONAL LAND SURVEYOR

Signature _____ Date _____
Travis R. Stewart, PLS
Iowa License Number 17162
My license renewal date is December 31, 2015.

Pages or sheets covered by this seal: _____

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- ● PARCEL OR LOT CORNER MONUMENT FOUND 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162 UNLESS NOTED OTHERWISE
- ○ SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- ( ) RECORDED AS

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N0°08'35"W	43.36'
L2	N54°47'19"E	80.16'
L3	S54°56'45"E	11.84'
L4	S0°48'25"E	59.52'
L5	S0°28'12"E	60.03'

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
LOT 2 SW 1/4 SE 1/4 SEC 36-84-18	0.72 AC	0.00 AC	0.72 AC
LOT 2 SE 1/4 SE 1/4 SEC 36-84-18	8.97 AC	0.00 AC	8.97 AC
TRACT A SW 1/4 SE 1/4 SEC 36-84-18	0.47 AC	0.00 AC	0.47 AC
TRACT A SE 1/4 SE 1/4 SEC 36-84-18	2.03 AC	0.00 AC	2.03 AC
TOTAL	12.19 AC	0.00 AC	12.19 AC

NOTE: SIDEWALK WILL BE CONSTRUCTED IN FRONT OF LOT 1 DURING THE DEVELOPMENT OF LOT 1. THE REMAINING SIDEWALK WILL BE CONSTRUCTED DURING THE CONSTRUCTION OF SOUTH STREET

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	95.91'	100.62'	55°04'20"	N27°39'31"W	93.22'
C2	154.18'	540.21'	16°21'02"	N48°46'14"W	153.64'
C3	134.39'	490.00'	15°43'01"	S46°37'40"E	133.97'
C4	299.31'	476.64'	35°58'40"	N19°35'49"W	294.42'
C5	321.49'	520.00'	35°25'09"	S69°49'15"E	316.39'

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

GRAPHIC SCALE
0 50' 100' 200'

CGA Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

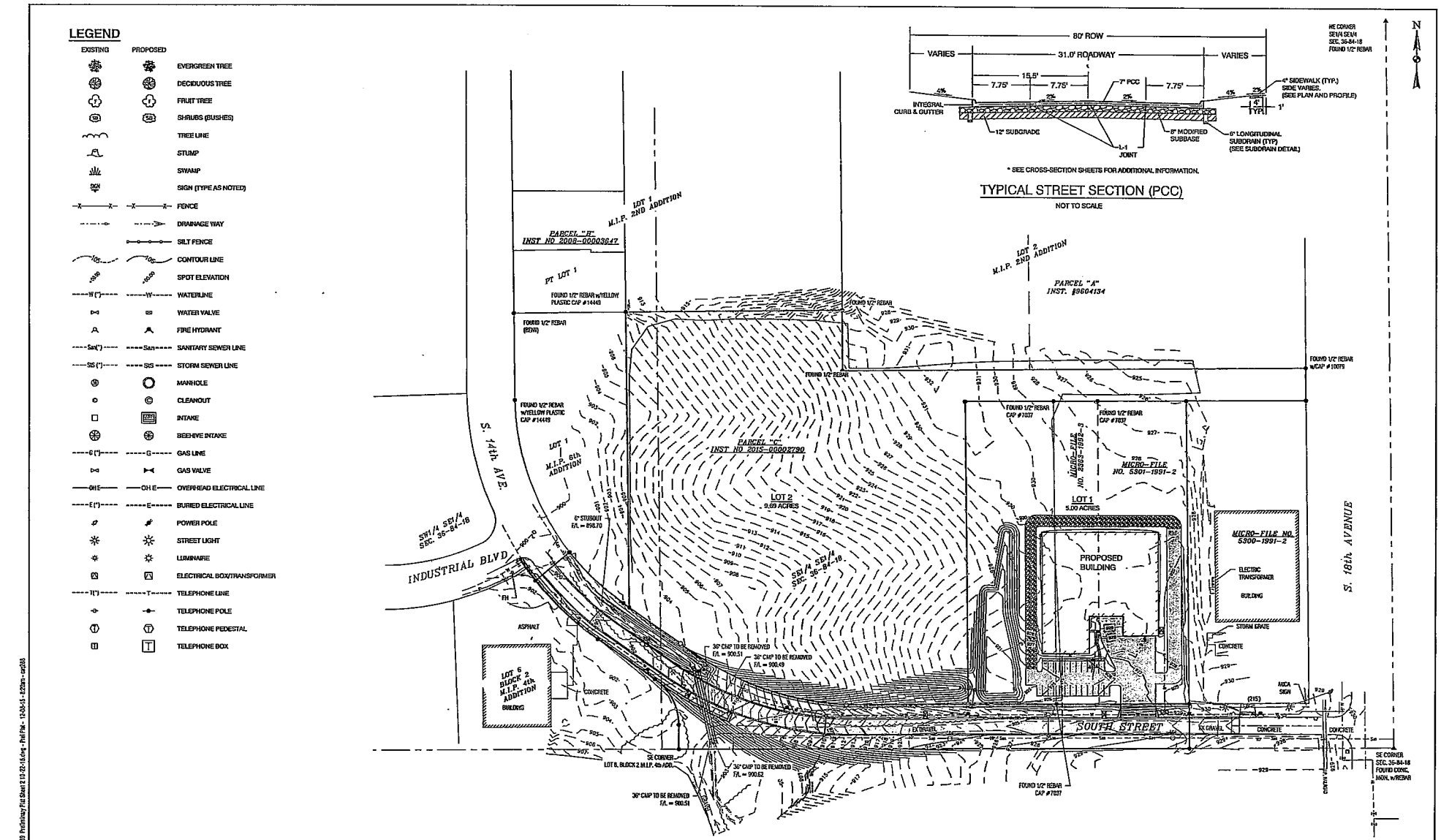
DESIGNED: CAD DATE: 10-22-15
DRAWN: CAD DATE: 10-22-15
CHECKED: ACD DATE: XX-XX-XX
APPROVED: TRS DATE: XX-XX-XX

PARTNERS 1ST ADDITION
MARSHALLTOWN, MARSHALL COUNTY, IOWA

PRELIMINARY PLAT

PROJECT NO. 5469.05
SHEET NO. 1 OF 2

J:\5469_130 2015\Layout\5469 Preliminary Plat Sheet 1 10-22-15.dwg - Pat Pkt - 10-26-15 - 8:18am - cad38



GRAPHIC SCALE
0 60 120 240

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: CAD DATE: 10-22-15
DRAWN: CAD DATE: 10-22-15
CHECKED: AGD DATE: XX-XX-XX
APPROVED: TRS DATE: XX-XX-XX

PARTNERS 1ST ADDITION
MARSHALLTOWN, MARSHALL COUNTY, IOWA

PRELIMINARY PLAT

PROJECT NO. 5469.05
SHEET NO. 2 OF 2

J:\5469_TRS 2015\Dwg\Survey\5469 Preliminary Plat Sheet 2 10-22-15.dwg - Plot Plot - 10-26-15 - 8:28am - cad38

RVSD

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE
2015 SIDEWALK REPAIR PROJECT NUMBER 76015007
AN INCREASE OF $2,292.45

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Brycon, LLC., of Marshalltown, IA, for the labor and material for the 2015 Sidewalk Repair Project 76015007; and

WHEREAS an increase is requested for final quantity adjustments for the 2015 Sidewalk Repair Project in the amount of $2,292.45.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract Change Order #1 for the 2015 Sidewalk Repair Project 76015007, in the increased amount of $2,292.45, is hereby accepted and approved.

Passed this 14th day of December, 2015 and signed this _____ day of _____ 20___.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 8, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Justin Nickel
Director of Public Works

Re: Prj # 76015007 Change Order #1 – Brycon, LLC for the 2015 Sidewalk Repair Project in the City of Marshalltown.

Policy Issue: City policy requires all Change Orders to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving Change Order #1 which increases the contract total by $2,292.45.

Background: Change Order #1 includes an increase in both 4" and 6" PCC Sidewalk, decrease in the detectable warning panel, and an increase in both 30" Curb & Gutter and 6" Beam Curb.

Budget Impact: This project has sufficient Road Use funds

Attachment: Change Order #1

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

CHANGE ORDER #1

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: BRYCON, LLC
911 NORTH CENTER STREET
MARSHALLTOWN IOWA 50158

PROJECT: 2015 Sidewalk Repair Project

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER 76015007

DATE: December 2nd, 2015

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:
7001) Increase the amount of **4" PCC Sidewalk Remove & Replace, Class C** by 321.9 square feet.
7002) Increase the amount of **6" PCC Sidewalk Remove & Replace, Class C** by 36.0 square feet.
7003) Decrease the amount of **Detectable Warning Panel 2' x 6' Cast in Place** by 1.0 each.
7004) Increase the amount of **30" Curb & Gutter, Remove & Replace** by 4.0 linear feet.
7005) Increase the amount of **6" Beam Curb, Remove and Replace by 15.8** linear feet.

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:
7001) The increase in the amount of 4" PCC Sidewalk Remove and Replace was due in part to finding additional deteriorated sidewalk panels adjacent to those spelled out in the contract.
7002) The increase in the amount of 6" PCC Sidewalk Remove and Replace was due in part to finding additional deteriorated sidewalk panels adjacent to those spelled out in the contract.
7003) The decrease in the amount of Detectable Warning Panel 2' x 6' was due in part to the decrease in width of the sidewalk ramp.
7004) The increase in the amount of 30" Curb & Gutter, Remove & Replace was due to finding poor sections of 30" curb adjacent to those spelled out in the contract.
7005) The increase in the amount of 6" Beam Curb, Remove & Replace was due to finding poor sections of 6" beam curb adjacent to those spelled out in the contract.

Original Contract Price:	$ 87,838.50
Change Order #1:	$ 2,292.45
Final Contract Price:	**$ 90,130.95**

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: BRYCON, LLC

BY: Wes Brymaster - Brycon LLC

DATE: 12/3/15

CITY ENGR: _____

DATE: _____

PROJECT ENGR: _____

DATE: _____

RCW

RESOLUTION APPROVING CERTIFICATE OF COMPLETION
AND FINAL PROJECT COSTS WITH BRYCON, LLC.
IN THE AMOUNT OF $87,579.50 FOR CONSTRUCTION OF THE
2015 SIDEWALK REPAIR PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA,
BEING PROJECT NO. 76015007

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2015 Sidewalk Repair Project.

WHEREAS, said project has been completed by Brycon, LLC., of Marshalltown, Iowa, pursuant to the plans and specifications covering said project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA;

That the labor and material for the 2015 Sidewalk Repair , being project number 76015007, is hereby accepted pursuant to the Engineer's Statement of Completion for the final project cost of $87,579.50.

BE IT FURTHER RESOLVED that the Mayor and City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Brycon, LLC., including the payment of the items called for in said contract and approved for final payment.

Passed this 14th day of December, 2015 and signed this _____day of December, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: Brycon, LLC PROJECT NO.: 76015007

ADDRESS: 911 N. Center Street Marshalltown, Iowa 50158

SURETY: Merchants Bonding Company

ADDRESS 2100 Fleur Dr, Des Moines, IA 50321

KIND OF WORK: Sidewalk Repair

CONTRACT COMPLETION DATE: October 27, 2015

This is to certify that the work covered by the contract with Brycon, LLC on the above project, let June 25, 2015 and dated July 16, 2012, with original contract amount of $87,838.50 consisting of 2015 Sidewalk Repair and located throughout the City of Marshalltown and completed on the 11th day of November, 2015 and that the materials listed on the attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: $87,579.50 Liquidated Damages: $3,000 Retainage: $4,506.55

Tax Exempt Form Rec'd: X Lien Waivers Received: No hereby further certify that this report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance of this work.

Signed: _____ Iowa Reg. No. 18950 Date: _____
Justin E. Nickel, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____
James L. Lowrance, Mayor

Attest: _____
Shari L. Coughenour, CMC, City Clerk

RDW

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

CITY ADMINISTRATOR'S OFFICE

December 9, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Randy Wetmore
City Administrator

Re: Alley adjacent to 20 W. Main Street to be used for a Pedestrian Walkway

Policy Issue: Transfer of Title, by Quit Claim Deed to the Marshalltown Central Business District (MCBD) and Approve Agreement with the MCBD for the Use of the Alley

Recommendation: Staff recommends that Council approve both the Transfer of Title and the Agreement with the MCBD.

Background: The City and the MCBD entered into an agreement in July of 2013 regarding the alley. A copy of that agreement is attached.

The MCBD is now requesting that they take over ownership of the alleyway. As you will read in the attached proposed agreement, many of the same factors that were included in the prior agreement are a part of the new agreement.

Following the public hearing and council action approving the conveyance, a Quit Claim Deed will be prepared and recorded.

Budget Impact: There is a positive financial benefit to the City in that the MCBD will be responsible for maintenance of the alley which shall include but is not limited to, snow removal.

Attachments:
Agreement from July of 2013
Proposed Agreement.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

City of Marshalltown
The City Council will meet on Dec. 14

I, Rhonda Wickering, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
November 25, 2015

Statutory fees for publishing said notice are:
13.60

Rhonda Wickering

Sworn to before me and subscribed in my presence by the said Rhonda Wickering this
Thirtieth Day of Nov., 2015

Sandra Plummer

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2017

Account No. and Account Name
L02000 City of Marshalltown

NOTARIAL SEAL IOWA
SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-17

PUBLIC NOTICE

Notice is hereby given that the City Council of Marshalltown, Iowa, will meet at The City Hall in Marshalltown, Iowa, on the 14th day of December, 2015, at the City Hall in the City of Marshalltown, Iowa, at 5:30 pm local time; at which time and place (or at such time and place as the Council may then fix) a public hearing will be held on a proposal to transfer real estate owned by the City of Marshalltown, Iowa, and legally described as: The North 180 feet of the North-South alley situated in Block 15 of the Original Town of Marshall, Marshall County, Iowa, from the South edge of Main Street to the North edge of the East-West alley situated in said Block 15, to Marshalltown Central Business District, Inc.

Published on order of the City Council at Marshalltown, Iowa
/s/ Shari L. Coughenour, CMC,
City Clerk

---------- 20270

RESOLUTION APPROVING TRANSFER OF TITLE TO CITY PROPERTY DESCRIBED AS:

All of the North 180 feet of the North-South alley situated in Block 15 of the Original Town of Marshall, Marshall County, Iowa, legally described as beginning from the South Right-of-Way line of Main Street to the North line of the East-West alley situated in said Block 15, subject to utility easements.

WHEREAS, the City Council of Marshalltown, Iowa, on the 23rd day of November, 2015; adopted Resolution No. 2015-212, a resolution proposing the transfer of real estate and fixing the date and time of hearing on the proposed resolution; and

WHEREAS, the notice of time and date of hearing was-published in the Times-Republican newspaper on the on the 30th day of November, 2015, as required by law; and

WHEREAS, no objections or comments were received at the public hearing on the day of December 14, 2015, to the proposed transfer of real estate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Marshalltown, Iowa:

That the City Council of the City of Marshalltown, Iowa, does hereby authorize the transfer of the above described property to the Marshalltown Central Business District, Inc. and directs the Mayor and City Clerk to sign all documents and take any necessary action to complete the conveyance of said property by Quit Claim Deed.

Passed and approved this ____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance, Mayor
ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING AGREEMENT
FOR THE TRANSFER OF TITLE TO PEDESTRIAN ALLEY

WHEREAS an Agreement for the transfer of title to the pedestrian alley located on the North 180 feet of the North-South Alley situated in Block. 15 of the Original Town of Marshall, Marshall County, Iowa, is now before the Council for approval, and

WHEREAS the Council believes that this contract is in the best interest of the City.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Marshalltown, Iowa:

1. That the Agreement for transfer of title to the pedestrian alley is hereby approved.
2. That the City shall take all action necessary to transfer ownership of the alley to the Marshalltown Central Business District, Inc.
3. This Resolution shall be in full force and affect from and after its passage by the Marshalltown City Council.

Passed and approved this ____ day of _____, 2015.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor
ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR TRANSFER OF REAL ESTATE

This agreement is between the City of Marshalltown, Iowa (the City), and Marshalltown Central Business District, Inc. (MCBD).

Whereas, the City is currently the owner of the North 180 feet of the North-South alley situated in Block 15 of the Original Town of Marshall, Marshall County, Iowa, extended from the South edge of Main Street to the North edge of the East-West alley situated in Block 15, and

Whereas, MCBD and the City have previously agreed to the closure of said alley to vehicular traffic in order to create a pedestrian only access, and

Whereas, the parties agree that in order to allow a more complete and developed pedestrian access a transfer of ownership to MCBD is appropriate, and

Whereas, the parties want to insure that any transfer will not interfere with the needs of the City or abutting property owners.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The City shall undertake appropriate proceedings to transfer ownership of the alley described above to MCBD in return for MCBD's maintenance of the alley, which shall include, but is not limited to, snow removal.
2. The transfer shall be subject to the following conditions:
    A. The City shall retain all rights of access to public utilities and easements located in the alley.
    B. All abutting owners shall have the right of access to existing laterals and easements located in the alley.
    C. MCBD shall maintain an open passage to the public between Main Street and the City parking lot located to the South of the alley.
    D. MCBD shall place no obstructions in the alley which would interfere with access to abutting owners.
    E. In the event that MCBD fails to maintain or use the alley for the described purposes, title to the property shall revert to the City of Marshalltown.

This agreement shall take effect after its approval by Resolution of the City Council of Marshalltown and signature by the authorized representatives.

MARSHALLTOWN CENTRAL
BUSINESS DISTRICT, INC.

Mark Rohde, President
Signed this __ day of _____, 2015

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor
Signed this __ day of _____, 2015
ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

2013-122

RESOLUTION APPROVING CONTRACT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT CONCERNING PEDESTRIAN ALLEY USAGE AND MAINTENANCE

WHEREAS the contract with the Marshalltown Central Business District concerning Pedestrian Alley usage and maintenance is now before this Council for final approval; and

WHEREAS the contract is in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section1. That the contract for with the Marshalltown Central Business district concerning Pedestrian Alley usage and maintenance be accepted and approved.

Section 2. This Contract shall be in full force and effect from and after its signature by all parties, as required by law.

Section 3. This Resolution shall be in full force and effect from and after its passage by the Marshalltown City Council.

Passed this 8 day of July, 2013, and signed this 10 day of July, 2013

CITY OF MARSHALLTOWN, IOWA

Thomas R. Thompson, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CONTRACT CONCERNING PEDESTRIAN ALLEY USAGE AND MAINTENANCE

WHEREAS the Marshalltown Business District ("MCBD") is an independent organization dedicated to the upkeep and promotion of the Central Business District, and;

WHEREAS the City of Marshalltown ("the City") currently owns and provides necessary maintenance to the North/South alley located between 18 ½ and 20 West main Street, and;

WHEREAS the MCBD seeks to create a pedestrian alley at this location;

THEREFORE, MCBD and the City of Marshalltown agree to the contract as follows:

1. **Subject Matter**: The City agrees to close to vehicular traffic and permit MCBD to maintain the entire alley from the northernmost portion of the alley to the end of the South edge of the West Main Street right-of-way or South foundation wall of 20 West Main Street, subject to the usage agreement below. The City will remain the legal owner of this alley and reserve the right during an emergency or otherwise to reassert control and allow vehicular traffic.

2. **Landscaping:** MCBD will be solely responsible for the procurement of landscaping, benches, arches, murals, or other similar item within the alley.

    a. MCBD, with the separate prior approval of the Marshalltown City Council, shall be allowed to construct improvements within the alley for decorative or reconstructive purposes.

3. **Usage**: MCBD shall keep the alley closed to vehicle traffic from early Spring until late Fall and will clear the walkway of all impediments so that winter snow removal is possible by the City without hindrances or obstacles. The City may access public utilities and services for installation, maintenance and repair at any time. No planter or impediment will be placed within twenty feet of the south end of the alley way, so that adjacent businesses will not be hindered or inconvenienced by the walkway usage.

4. **Maintenance:** MCBD will be financially responsible for any routine maintenance to landscaping, bench repair, or replacement as needed. Winter snow removal will continue to be performed by the City from approximately December 1st through March 1st as weather dictates. MCBD will be responsible for maintenance (leaves, trash, etc) during the period of time during the year that the alley is used for the Pedestrian walkway.

5. **Contract Term:** this contract shall be in full force and effect until terminated by either party. Termination shall be at the election of either party by mailing a thirty (30) day notice of termination to the other party by ordinary mail at the last known business address. Upon termination the alley shall be restored back to a condition suitable for vehicular traffic at cost to MCBD.

6. **Liability Insurance Coverage**: The city shall continue its coverage under existing City policies.

7. **Utility Maintenance:** The City reserves the right to remove structures within the alley to perform necessary repair work on existing utilities. The City shall give the MCBD Director or Board President a 24 hour notice prior to work except in the case of emergencies. The City shall not be responsible for damages caused by the removal of structures or improvements. MCBD has the right to replace structures and improvements after the work is complete.

8. **Contract amendment**: No modification or amendment of this contract shall be made orally. Any modification or amendment must be reduced to writing and approved by the City Council and MCBD before becoming effective.

9. Effective Date: This agreement shall be in full force and effect from and after its approval by Resolution by the City council of the City of Marshalltown and signatures by authorized representatives of MCBD.

MARSHALLTOWN CENTRAL BUSINESS DISTRICT

Mark Rohde, MCBD Board President

Signed this 11th day of July, 2013.

CITY OF MARSHALLTOWN, IOWA

Thomas R. Thompson, Mayor

Signed this 11 day of July, 2013.

ATTEST:

Shari L. Coughenour, CMC, City Clerk

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

CITY ADMINISTRATOR'S OFFICE

December 9, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Randy Wetmore RW
City Administrator

Re: Setting Requirements for Sanitary Sewer Connections to Properties Outside City Limits

Policy Issue: Presently there is not a Code section that directly addresses the process for someone asking to connect to the City sanitary sewer system.

Recommendation: It is recommended that the Ordinance attached be adopted by the Council.

Background: It has been a number of years since anyone outside the city limits has requested to connect to the sanitary sewer system. However, in the past six weeks or so there have been a couple of instances when septic tank systems have failed.

In one of the instances the property owner was able to get a variance from Marshall County and repair the system. In the other that was not possible and they have requested the ability to connect to the city owned utility.

The ordinance that is proposed is very similar to the one that is used by the Water Department when property owners request to connect to the water system.

Budget Impact: There is no budget impact.

Attachment: Ordinance attached for your review.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

Ord 14944

AN ORDINANCE AMENDING THE MARSHALLTOWN CITY CODE, 2013 RECODIFICATION, BY SETTING FORTH REQUIREMENTS FOR SANITARY SEWER CONNECTIONS TO PROPERTIES OUTSIDE THE CITY LIMITS OF MARSHALLTOWN, IOWA.

Be it enacted by the City Council of the City of Marshalltown, Iowa:

SECTION 1: NEW SECTION
The following new section shall be added to Chapter 28, Article III:

"**Sec. 28.28.1 – Sanitary sewer connections to properties outside the City limits of Marshalltown**. In the event the owner of property located outside the City limits of Marshalltown, Iowa, on which a building or facility requiring drainage is situated within 200 feet of an existing sanitary sewer main or sanitary sewer lateral, which is maintained by the City of Marshalltown, desires to have said property connected to the sanitary sewer system maintained by the city of Marshalltown, the following procedure is prescribed:

a) The owner must make an application to the City Council of Marshalltown, Iowa, to have said property annexed to the City and become a part thereof. Said application shall be reviewed by the Director of Public Works/City Engineer, who shall approve and recommend action on the application for annexation.
b) The property owner shall pay all required costs, fees and charges for connection to the City's sanitary sewer system and upon approval of said application, the owner shall be subject to all requirements contained in this article."

SECTION 2: REPEALER
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE
If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4: WHEN EFFECTIVE
This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Council on this __ day of _____, 2016, and on the ___ day of _____, 2016, the Mayor did the following:

___Approved the ordinance; __Vetoed the ordinance; __Took no action on the ordinance.

CITY OF MARSHALLTOWN, IOWA

_____
James L. Lowrance, Mayor

ATTEST:

_____
Shari L. Coughenour, CMC, City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing ordinance No. ___ was published as required by law on the __ day of _____, 2016.

_____
Shari L. Coughenour, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MARSHALLTOWN CITY CODE, 2013 RECODIFICATION, BY SETTING FORTH REQUIREMENTS FOR SANITARY SEWER CONNECTIONS TO PROPERTIES OUTSIDE THE CITY LIMITS OF MARSHALLTOWN, IOWA.

Be it enacted by the City Council of the City of Marshalltown, Iowa:

SECTION 1: NEW SECTION

The following new section shall be added to Chapter 28, Article III:

"Sec.28.28.1 - **Sanitary sewer connections to properties outside the City limits of Marshalltown.** In the event the owner of property located outside the City limits of Marshalltown, Iowa, on which a building or facility requiring drainage is situated within 200 feet of an existing sanitary sewer main or sanitary sewer lateral, which is maintained by the City of Marshalltown, desires to have said property connected to the sanitary sewer system maintained by the City of Marshalltown, the following procedure is prescribed:

a) The owner must make an application to the City Council of Marshalltown, Iowa, to have said property annexed to the City and become a part thereof. Said application shall be reviewed by the Director of Public Works/City Engineer, who shall approve and recommend action on the application for annexation.
b) The property owner shall pay all required costs, fees and charges for connection to the City's sanitary sewer system and upon approval of said application, the owner shall be subject to all requirements contained in this article."

SECTION 2: REPEALER

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE

If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4: WHEN EFFECTIVE

This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Council on this _____ day of _____, 2015, and on the _____ day of _____, 2015, the Mayor did the following:

The Mayor did the following:

____Approved the ordinance; ____Vetoed the ordinance; ____Took no action on the ordinance

_____
James Lowrance, Mayor

Attest:

_____
Shari Coughenour, City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing ordinance No. _____ was posted as required by law on the ____ day of _____, 2015.

_____
Shari Coughenour, City Clerk

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

December 9, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Randy Wetmore RW
City Administrator

Re: Proposed Three Year Sanitary Sewer Rate Increases.

Policy Issue: Council is the authority to raise rates.

Recommendation: Staff recommends approving the approval of the proposed rates as attached. The new rates will provide sufficient revenues for the sanitary sewer utility, both the collection and wastewater plant, to cover daily operations and capital improvement costs.

Background: The last time Council approved an increase in sanitary sewer rates was in December of 2012. Before that there was an increase approved in 2009. The last increase before that was in 2002.

In 2012 Council directed staff to review the utility rates to be sure there would adequate revenues available to cover the costs associated with operating the utility at the end of the three years.

Staff has been working with Stanley Engineers, the firm that prepared the rate study in 2012, to review the cost of service and rates needed for the utility to maintain a self-supporting wastewater utility. As you are aware, the sanitary utility does not receive any property tax revenues. The utility is dependent upon rates and other revenues that are specific to sewer activities.

In the next 3-4 years the end of the capital improvement construction projects that are required by the Consent Decree with the State of Iowa will be completed. There is estimated cost of $8.3 million remaining to be constructed. When all the projects are completed an investment of about $35 million will have been made since 2011.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

Budget Impact: The proposed rates will allow for the utility to operate in a fiscally responsible manner.

Attachment:

1. Proposed Rate increase table for both residential and pretreated waste.
2. Operating Results with Proposed Rates
3. Typical residential customer bills with rate increases
4. Comparison of proposed rates with other Iowa cities

cc: Randy Wetmore, City Administrator

Table E1
Proposed Rates
Wastewater Rate Study
City of Marshalltown, Iowa
November 2015

	Description		Present January 1, 2015	FY2016 January 1, 2016	FY2017 January 1, 2017	FY2018 January 1, 2018	FY2016 Percentage Increases	FY2017 Percentage Increases	FY2018 Percentage Increases
1.1	Unit Rates								
1.1.1	Base Charge								
1.1.1.1	City Contributors (except pretreated waste)	Per meter per month	$16.89	$18.92	$21.20	$23.75	12.0%	12.0%	12.0%
1.1.1.2	Pretreated Waste	Per meter per month	$2.10	$2.23	$2.39	$2.59	6.0%	7.0%	8.0%
1.1.2	Flow Charge								
1.1.2.1	City Contributors (except pretreated waste)	Per 100 Cubic Feet	$2.18	$2.45	$2.75	$3.08	12.0%	12.0%	12.0%
1.1.2.2	Pretreated Waste	Per 100 Cubic Feet	$1.81	$1.92	$2.06	$2.23	6.0%	7.0%	8.0%
1.1.3	SS Surcharge [1]	Per pound	$0.307	$0.32	$0.34	$0.36	4.0%	4.0%	4.0%
1.1.4	BOD Surcharge [2]	Per pound	$0.517	$0.54	$0.57	$0.60	4.0%	4.0%	4.0%
1.1.5	TKN Surcharge [3]	Per pound	$0.331	$0.35	$0.37	$0.39	4.0%	4.0%	4.0%

Notes
(1) SS in excess of SS load resulting from concentration of 200 mg/L in user's wastewater
(2) 5-day BOD in excess of BOD load resulting from concentration of 200 mg/L in user's wastewater
(3) TKN in excess of TKN load resulting from concentration of 75 mg/L in user's wastewater
(4)
(5)

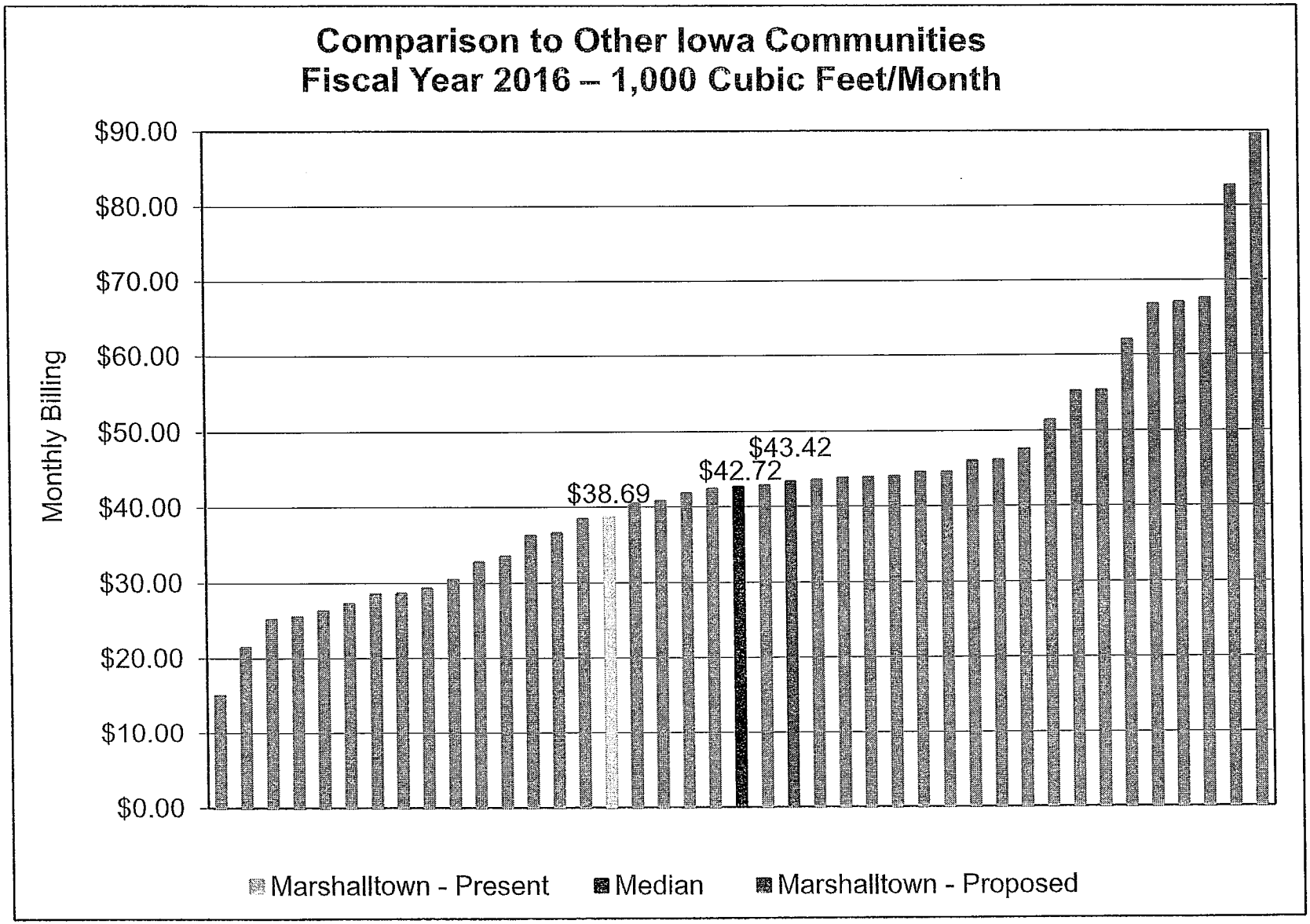
Table E3
Operating Results With Proposed Rates
Wastewater Rate Study
City of Marshalltown, Iowa
November 2015

	Description	Actual 2012	Actual 2013	Actual 2014	Year-End 2015	Budget 2016	Projected 2017	Projected 2018	Projected 2019	Projected 2020
		Fiscal Year Ending June 30								
3.1	Billing Quantities									
3.1.1	Billings	60,384	60,203	60,074	60,074	60,074	60,074	60,074	60,074	60,074
3.1.2	Volume (100 Cubic Feet)	1,748,237	1,750,044	1,679,593	1,751,204	1,751,204	1,751,204	1,751,204	1,751,204	1,751,204
3.1.3	SS (Lbs)	2,397,357	2,376,526	2,184,407	2,298,231	2,257,914	2,257,914	2,257,914	2,257,914	2,257,914
3.1.4	BOD (Lbs)	3,535,497	3,135,339	3,535,842	3,236,317	2,261,414	2,261,414	2,261,414	2,261,414	2,261,414
3.1.5	TKN (Lbs)	1,499,777	1,472,273	1,473,453	1,249,179	830,343	830,343	830,343	830,343	830,343
3.2	Revenues									
3.2.1	Sewer Charges	$4,400,120	$4,714,223	$5,326,849	$5,976,054	$5,787,736	$6,413,928	$7,155,576	$7,523,022	$7,523,022
3.2.2	Other Revenues	$258,727	$208,054	$210,513	$213,433	$166,700	$166,700	$166,700	$166,700	$166,700
3.2.3	Total Revenues	$4,658,847	$4,922,277	$5,537,362	$6,189,487	$5,954,436	$6,580,628	$7,322,276	$7,689,722	$7,689,722
3.3	Operating Expenses									
3.3.1	Treatment Plant (520520)	$2,165,095	$2,378,652	$3,509,106	$2,575,786	$3,013,423	$3,088,759	$3,165,978	$3,245,127	$3,326,255
3.3.2	Collection (520590)	$397,606	$379,421	$420,442	$338,116	$398,780	$408,750	$418,968	$429,442	$440,179
3.3.3	Total Operating Expenses	$2,562,701	$2,758,073	$3,929,548	$2,913,902	$3,412,203	$3,497,508	$3,584,946	$3,674,569	$3,766,434
3.4	Capital Financing									
3.4.1	Debt Service									
3.4.1.1	GO Bond	$0	$0	$0	$0	$104,491	$104,491	$104,491	$104,490	$104,490
3.4.1.2	Revenue Bonds	$1,695,421	$1,338,355	$1,510,819	$1,826,155	$2,329,761	$2,716,990	$2,931,889	$3,009,748	$2,590,009
3.4.1.3	Total Debt Service	$1,695,421	$1,338,355	$1,510,819	$1,826,155	$2,434,252	$2,821,481	$3,036,380	$3,114,238	$2,694,499
3.4.1.1	Debt Coverage Ratio [1, 2] (Subtotal Revenues - Total Operating Expenses) / Debt Service					1.1	1.1	1.3	1.3	1.5
3.4.2	Other Disbursements									
3.4.2.1	Debt Service Reserve	$0	$0	$0	$0	$0	$0	$0	$0	$0
3.4.2.2	Capital Outlay from Revenues	$426,318	$151,182	$76,481	$64,494	$693,700	$1,050,000	$1,050,000	$1,050,000	$1,050,000
3.4.3	Total Capital Financing	$2,121,739	$1,489,537	$1,587,300	$1,890,649	$3,127,952	$3,871,481	$4,086,380	$4,164,238	$3,744,499
3.5	Total Expenses	$4,684,440	$4,247,611	$5,516,848	$4,804,551	$6,540,155	$7,368,989	$7,671,326	$7,838,807	$7,510,933
3.6	Cash Balance (Deficit)									
3.6.1	Net Revenue [3]				$1,384,936	($585,719)	($788,362)	($349,050)	($149,085)	$178,789
3.6.2	Percent of Water Sales				23%	-10%	-12%	-5%	-2%	2%
3.7	Wastewater Utility Fund Balance [4]				$4,664,592	$4,078,873	$3,290,512	$2,941,462	$2,792,377	$2,971,166
3.8	Target Minimum Fund Balance									
3.8.1	50% of Annual Operating Expenses					$1,706,102	$1,748,754	$1,792,473	$1,837,285	$1,883,217
3.8.2	100% of Annual Capital Financing Expenses					$2,434,252	$2,821,481	$3,036,380	$3,114,238	$2,694,499
3.8.3	Total Target Minimum Fund Balance					$4,140,354	$4,570,235	$4,828,853	$4,951,523	$4,577,716

Notes
(1) Debt Coverage Ratio is measure of WW Utility's ability to pay principal + interest on loans and bonds with enough reserve for unexpected problems. Coverage ratio ≥ 1.1 required.
(2) Debt Service does not include GO bond because it does not count against the Debt Coverage Ratio.
(3) Revenues - Expenses
(4) Previous Fund Reserve Balance + Net Revenue
(5)

Table E4
Typical Customer Bills
Wastewater Rate Study
City of Marshalltown, Iowa
November 2015

	Description			Present Rates January 1, 2015	Proposed Rates FY2016	Proposed Rates FY2017	Proposed Rates FY2018
4.1	Rates						
4.1.1	Base Charge			$16.89 Per meter	$18.92 Per meter	$21.20 Per meter	$23.75 Per meter
4.1.2	Flow Charge			$2.18 Per 100 Cubic Feet	$2.45 Per 100 Cubic Feet	$2.75 Per 100 Cubic Feet	$3.08 Per 100 Cubic Feet
		Monthly Usage (Gallons)	Monthly Usage (cuFt)	Bill ($)	Bill ($)	Bill ($)	Bill ($)
4.2	Monthly Billings						
4.2.1	Small Family	4,500	600	$29.97	$33.62	$37.70	$42.23
4.2.2	Average Family	7,500	1,000	$38.69	$43.42	$48.70	$54.55
4.2.3	Large Family	11,250	1,500	$49.59	$55.67	$62.45	$69.95
				MONTHLY INCREASE			
Notes	(1)				$3.65	$4.08	$4.53
	(2)				$4.73	$5.28	$5.85
	(3)				$6.08	$6.78	$7.50
	(4)						
	(5)						


Comparison to Other Iowa Communities
Fiscal Year 2016 – 1,000 Cubic Feet/Month
Monthly Billing
$90.00
$80.00
$70.00
$60.00
$50.00
$40.00
$30.00
$20.00
$10.00
$0.00
$38.69
$42.72
$43.42
Marshalltown - Present
Median
Marshalltown - Proposed

ORDINANCE NO. 14945
AN ORDINANCE TO AMEND CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, SECTIONS 28-50 CONCERNING WASTEWATER RATES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:
Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by amending Chapter 28, Article III Sewers and Sewage Disposal, Division 2 Water Pollution control and Sanitary Sewer System, to read as follows:

DIVISION 2. WATER POLLUTION CONTROL AND SANITARY SEWER SYSTEM.

* * *

Sec. 28-50. User charge system.
a.) It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the city to collect charges from all users who contribute wastewater to the city's treatment works. The proceeds of such charges so derived will be used for the purpose of operating, maintaining and retiring the debt for such public wastewater treatment works.

* * *

h.) Base Charge and Flow Charge	2016	2017	2018
1.) Effective with the first billing after January 1st, of each year shown herein, each user shall pay the following user charge rates of:			
a.) City contributors (except pretreated waste):			
1.) Base charge per month per meter	$18.92	$21.20	$23.75
2.) Flow charge per 100 cubic feet	$2.45	$2.75	$3.08
b.) Pretreated wastes (requires only secondary treatment):			
1.) Base charge per month per meter:	$2.23	$2.39	$2.59
2.) Flow charge per 100 cubic feet	$1.92	$2.06	$2.23

i.) Other Charges.

1.) The base charge shall be charged on each meter being used to register wastewater flow.

2.) Effective with the first billing after January 1st, of each year shown herein, a discharger of high strength waste greater than normal domestic (200 mg/l BOD, 200 mg/l SS, and 75 mg/l TKN) shall pay the following charges:

i.) For each day the discharge permit is exceeded, $1,000.00, and/or a single charge of $1,000.00 for exceeding the monthly average limit.

ii.) A sampling charge for each day the city performs wastewater sampling as spelled out in the users discharge permit, shall be at the sample testing

approved by resolution of the Marshalltown City Council.

iii.) For those contributors who contribute wastewater, the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement and debt is as follows:

	2016	2017	2018
a.) SS per pound	$0.32	$0.34	$0.36
b.) BOD per pound	$0.54	$0.57	$0.60
c.) TKN per pound	$.035	$0.37	$0.39

* * *

Sec. 28-51. Billing of charges, rates and rentals.

The bills to users for charges, rates or rentals established and maintained in this division or as adjusted and maintained in this division shall be due and payable and become delinquent at such times as shall coincide with the due and delinquent dates of water bills of the city waterworks department. However, for users having privately owned water supplies, the due and delinquent dates shall be at all times as shall be fixed by the director. There shall be an additional charge made and added to bills in all cases, if bills are not paid when due, which shall be a penalty of five percent of the amount thereof. Each bill shall show the net charge, which shall be the amount computed on the basis established in this division or as the charge may be adjusted, and which charge shall be applicable and the amount payable and collectible up to and including the due date. Each bill shall also show a gross charge that shall be the net charge plus the five-percent penalty, and the gross charge shall be applicable and be the amount payable and collectible after the due date. The billing and collection of sewer bills by the city waterworks shall be done in the same manner as handled for the collection of water bills, and as set forth by the waterworks.

Sec. 28-52. Lien for bills.

The sewage charges in this division shall constitute a lien upon the premises served by the water pollution control plant. Quarterly, or more often if deemed appropriate, the Superintendent of the water pollution control plant may either furnish to the city clerk, or submit on his or her own, a list of all sewerage rental charges that have remained unpaid and delinquent for a period of 60 days prior to the end of that quarter, together with the name of the owner and the legal description of the property or premises for each separate bill, to be certified to the county auditor for collection in the same manner as taxes, and when so collected the proceeds shall become a part of the water pollution control plant rental fund of the city.

Sec. 28-53. Penalty.

Any person, firm or corporation violating the provisions of this division shall, upon conviction, be liable for any damages done to the sanitary sewer system or the water pollution control plant and shall be fined not exceeding $750.00 and/or imprisoned not exceeding 30 days. Each

day that a violation continues may be considered a separate violation.

Secs. 28-54-28-60. Reserved.

Section 2. REPEALER. All ordinances or part of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid, unconstitutional or unenforceable for any reason, such adjudication shall not affect the validity or enforcement of the remaining provisions.

Section 4. EFFECTIVE DATE. This Ordinance shall become effective from and after its final passage, approval and publication as provided by law. [Iowa Code §380.6, 7(3) §362.3]

Passed by the Council on this __ day of January, 2016, and signed this __ day of January, 2016.

CITY OF MARSHALLTOWN, IOWA

_____

James L. Lowrance. Mayor

ATTEST:

_____

Shari L. Coughenour, CMC, City Clerk

Table E1
Proposed Rates
Wastewater Rate Study
City of Marshalltown, Iowa
November 2015

	Description		Present January 1, 2015	FY2016 January 1, 2016	FY2017 January 1, 2017	FY2018 January 1, 2018	FY2016 Percentage Increases	FY2017 Percentage Increases	FY2018 Percentage Increases
1.1	Unit Rates								
1.1.1	Base Charge								
1.1.1.1	City Contributors (except pretreated waste)	Per meter per month	$16.89	$18.92	$21.20	$23.75	12.0%	12.0%	12.0%
1.1.1.2	Pretreated Waste	Per meter per month	$2.10	$2.23	$2.39	$2.59	6.0%	7.0%	8.0%
1.1.2	Flow Charge								
1.1.2.1	City Contributors (except pretreated waste)	Per 100 Cubic Feet	$2.18	$2.45	$2.75	$3.08	12.0%	12.0%	12.0%
1.1.2.2	Pretreated Waste	Per 100 Cubic Feet	$1.81	$1.92	$2.06	$2.23	6.0%	7.0%	8.0%
1.1.3	SS Surcharge [1]	Per pound	$0.307	$0.32	$0.34	$0.36	4.0%	4.0%	4.0%
1.1.4	BOD Surcharge [2]	Per pound	$0.517	$0.54	$0.57	$0.60	4.0%	4.0%	4.0%
1.1.5	TKN Surcharge [3]	Per pound	$0.331	$0.35	$0.37	$0.39	4.0%	4.0%	4.0%

Notes (1) SS in excess of SS load resulting from concentration of 200 mg/L in user's wastewater
(2) 5-day BOD in excess of BOD load resulting from concentration of 200 mg/L in user's wastewater
(3) TKN in excess of TKN load resulting from concentration of 75 mg/L in user's wastewater
(4)
(5)

Rvw

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 10, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Finance Department

Re: Capital Equipment Plan Funds 150, 152, 153

Policy Issue: Council approval is required as part of budget process.

Recommendation: Staff recommends approving the CIP plan for funds 150, 152, 153, and ask for guidance regarding CIP levy amount and project changes.

Background: All city departments have worked together to present this capital improvement plan, and have worked diligently to include a fiscally responsible plan. Currently, the plan includes a CIP levy amount of .675 cents per thousand; the prior year levy amount was 0.62169. The amount of revenue will be adjusted after final valuations figures are received from the County. The City expects to receive valuations as of 1/1/16. Subsequently staff will look for guidance regarding final levy rate, and expenditures changes based on valuation and levy amount changes.

Budget Impact: This plan establishes a budget for the capital improvement levy.

Attachment: Capital Plan, Equipment Replacement Plan for Funds 150, 152, 153

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

FW: Scanned Document/Image From MFP08571PLT02 - Facade App

From : Douglas P Husak <Douglas.P.Husak@wellsfargo.com> Wed, Dec 09, 2015 11:09 AM

Subject : FW: Scanned Document/Image From MFP08571PLT02 - Facade App 1 attachment

To : Clerk@ci.marshalltown.ia.us

Cc : gdprimus@outlook.com, krezac@sagepointadvisor.com, stroskey@cgaconsultants.com, director@marshalltownmainstreet.com, dsteiner@ci.marshalltown.ia.us

Shari – pls forward to all City Council members. I would like to present at the 12/14 meeting.

City Council Members:

We have a revised app for the property at 125-131 E Main St., Marshalltown.

This app takes the place of a grant request previously approved for Barb Hagstrand, the Kibbey bldg for $13,250 earlier this year. The original application is being withdrawn and this new one being submitted. The reason for the change is that the applicant didn't realize she qualified for a higher amount. Keep in mind the scope of this project is now near $2,000,000.

The math:
On the first page you will see a break-down by façade for the requested amount of $42,000.

North - $12,500 per façade for 2 facades or $25,000. Since this includes upper story work on the main entrance, the grant can be increased from $8,500 to $12,500 per facade. For reference, this same feature was used on 117 W Main st back in 2007. The cost is $89,890 x 25% reimbursement = $22,472.50 max grant

South - $72,900 per façade for 1 façade. There is delineation for the back of the bldg so the 30' frontage does not apply.
$72,900 x 25% = $18,225, which is higher than the basic grant = $8,500 max grant

East - $102,500 per façade for 1 façade
$102,500 x 25% = $25,625, which is higher than the basic grant = $8,500 max grant

West – not grant eligible.

- Ø The total façades eligible = $39,472.50
- Ø The committee recommends approval of the above grant amount based on the criteria described above.

Thanks, Doug Husak
Façade/Code Chair

Kibbey Building - Façade Upgrade Grant

Barb Hagstrand 641-485-5362

North - Main St	Cost $89,890	61ft long Start Nov 2015.	Requesting: $17,000 Completed May 2017.	$12,500 $12,500
South -	Cost $72,900	61ft long Start Nov 2015.	Requesting: $17,000 Completed May 2017.	$8,500
East-	Cost $102,500	80ft long Start Nov 2015.	Requesting: $8,500 **Completed Dec 2015.**	$8500
West -	Cost $8,000	30ft long Start Nov 2015.	Requesting: $2,000 **Completed Dec 2015**	ϕ

$273,290

Marshalltown Central Business District
Façade Improvement Program
Downtown TIF District #4

Checklist of Application Items:

Please complete application process in the order listed below:

☒ Three (3) drawings of the proposed work (to scale).
(Tim Reinders of Iowa Main Street can provide free architectural drawings)

☒ Brief narrative description of the project

☒ Picture(s) of façade and particular building area(s) to be enhanced

☒ One (1) original completed application form

☒ See City Zoning Office - Signature of City Staff

Approved_____ Not Applicable_____

☒ One (1) contractor's estimate
- Estimate must include only the work proposed for the project
- The estimate must include a brief description and methodology of the work to be done (include drawings if necessary), it can not simply be a list of items
- Contractor resume of prior experience

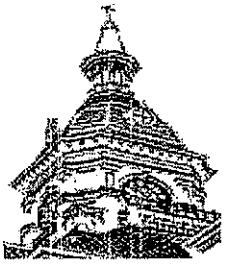
☒ City Building Permit – Signature of Building Inspector (See Code Upgrade Application)

☒ Color/material samples, if requested by the MCBD.

☒ Required signatures
- Signature of owner is required, if the applicant is not the owner.

☒ Meet with MCBD, Main Street Downtown Incentive Committee to review application.

☐ The Downtown Incentive Committee will recommend approval or disapproval to the City Council – request is subject to approval by the City Council



Marshalltown Central Business District Façade Improvement Grant (Downtown TIF District #4)

PROGRAM PURPOSE

The Marshalltown Central Business District Façade Improvement Program Committee is designed to promote the continued use and maintenance of commercial buildings in the downtown area by helping property owners and tenants rehabilitate and restore eligible buildings. Reimbursement grants are provided to owners or tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown.

GRANT ELIGIBILITY

To be eligible for a Facade Improvement Program reimbursement grant, a building must be used in whole or in part for commercial purposes and must be located within the target area. The target area coincides with the Tax Increment Financing (TIF) district #4 located in the historic downtown.

Grants are available to make certain improvements to a building's facade. A facade is defined as any highly visible building or structural elevation fronting a public roadway, for the purposes of this program. Extra funding may be granted if side and/or back of building is publicly exposed.

Property owners or business tenants who will make at least $5,000 in qualifying improvements are eligible to receive a matching grant. (A description of qualifying and ineligible improvements is provided under the "Eligible Improvements" section of this document.) The grant reimburses up to 25% of the cost or up to $8,500.00 whichever is less of construction improvements. Funding amount can be influenced by the scope of the project, facade orientation, building use, and other factors.

Tim Reinders of Iowa Main Street provide free architectural drawings for members within the approved MSI District; please contact Marshalltown Central Business District for a design request form. All drawings submitted (see checklist with application form) shall be to scale and show a reasonable degree of detail to allow easy identification of the work proposed. One cost estimate, along with a contractor's brief description and proposed methodology, will be required with any application. These items, as well as the others listed in the application checklist, are required to obtain grant funds.

Upon Committee and City Council approval, the applicant and the Committee/City enter into a formal agreement, called a Facade Improvement Agreement, establishing the scope of work and approved reimbursement amount. The Agreement is signed by the Committee and the applicant, after the Committee has approved the project. If costs exceed the original estimates, the applicant will be responsible for the full amount of the

excess. The Committee cannot reimburse more than the total amount specified in the Agreement. If the costs are less than the proposed amount, the Committee shall only pay 25% or $8,500, whichever is less.

Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. Property owners and tenants should consult their tax advisor for tax liability information.

APPLICATION REVIEW PROCESS

- Interested parties should schedule a pre-application meeting with the Marshalltown Central Business District director prior to preparing any materials for submittal.

- Following said meeting, the applicant may complete and submit a grant application form, available on the Marshalltown Central Business District's website www.marshalltownmainstreet.com or in the MCBD office located at 216 E Main St, Marshalltown, 844-2001 or director@marshalltownmainstreet.com

- Submittal requirements are set forth on the application form. Information provided by the applicant will be used as the basis for preparation of staff reports to the appropriate commissions and the Main Street Committee.

- The City/Main Street Downtown Incentive Committee retains the right to recommend approval of an entire request, to approve portions of a request, suggest and/or ask for changes/additions to a request before recommending approval, or to deny any request or portion thereof.

- The Applicant will prepare a report offering a brief introduction to the project, a review of the various aspects of the proposal, and a suggested recommendation.

- This report will first be presented to the Main Street Downtown Incentive Committee to review the elements of the Façade Improvement Project.

- The Main Street Downtown Incentive Committee will then meet with the applicant to clarify the request.

- The Downtown Incentive Committee will recommend approval or disapproval to the City Council – request is subject to approval by the City Council.

COMPLETION REQUIREMENTS

- All improvements must be completed within 365 days (1 year) of the date of the application approval, unless otherwise authorized or extended.

Any work commenced prior to Committee approval ***and*** signing of the Facade Improvement Agreement will be done at the applicant's own risk. Said work will not be eligible for reimbursement funding. Every project will be evaluated for its preservation value, extent/scope of work proposed, and its potential to contribute to the program purpose. The staff report will be presented and consider various aspects in the following method:

evaluated for its preservation value, extent/scope of work proposed, and its potential to contribute to the program purpose. The staff report will be presented and consider various aspects in the following method:

ELIGIBLE IMPROVEMENTS

- **Exit doors (exterior)**
  Installation, repair, and replacement of exit doors and hardware which face public roadways, meet current building and fire codes, and/or improve the overall appearance of the building.
- **Painting**
  Painting of the exterior surface of the buildings.
- **Shutters and Awnings**
  Repair, replacement, or addition of exterior shutters and awnings (exceptions: backlit and/or plastic awnings are not eligible for funding).
- **Signs**
  Repair and replacement.
- **Stairs, Porches, Railings, Exits**
  Repair and replacement (including installation) of exterior stairs, porches, railings, and exit facilities.
- **Walls**
  Repair and rebuilding of exterior walls, including cleaning, sealing, tuck-pointing, painting, etc.
- **Windows**
  Repair of frames, sills, glazing, replacement of glass, and installation of new windows.
- **Cornices**
  Repair or construction of cornices in order to replicate building's original façade.

The following items are not eligible for reimbursement grants under the Facade Improvement /City Code Upgrade Program:

- Any work commenced prior to execution of a Façade Improvement Agreement;
- Building permit fees and related costs;
- Extermination of insects, rodents, vermin, and other pests;
- Sidewalks;
- Title reports and legal fees;
- Acquisition of land or buildings;
- Air conditioning and heating facilities;
- Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign;
- Elevator repair or installation;
- Interior floor or ceiling replacement and repair; and,
- Architect work; to include drawings

New – 11/2015
Replaces prev approval

Marshalltown Central Business District
Façade Grant Application

Property Information:

Address: 125-131 East Main St, Marshalltown, IA

Current Tenant (Business Name): _____

Use: _____ Zoning: _____

Applicant Information:

Name of Applicant: Downtown Leases + Lofts, LLC, Barb Hagstrand

Mailing Address: 19 S 2nd Ave (Street) Marshalltown, (City,) IA (State) 50158 (Zip)

Phone: 641/485-5362 Fax: _____ Cell: _____

Owner Information (If different from applicant information):

Name of Applicant: Same

Mailing Address: _____ (Street) _____ (City,) _____ (State) _____ (Zip)

Phone: _____ Fax: _____ Cell: _____

Proposed use of funds (Check all that apply)

		Est. Cost	Grant Request
___	Awning	$ _____	
___	Awning with façade project	$ _____	
___	Brick cleaning and tuckpointing	$ _____	
___	Exterior lighting	$ _____	
___	Painting of exterior surface	$ 89,890	12,500
___	Preservation of architectural elements	$ 72,900	12,500
___	Removal of inappropriate elements	$ 102,500	8,500
___	Signage	$ 8,000	8,500
___	Storefront rehabilitation/restoration	$ _____	0
___	Window and/or door repair	$ _____	
___	Other; explain	$ _____	

See Attached: North, South, East, West

Total estimated cost $ 273,290

Grant amount requested $ 42,000

Low Interest Loan amount requested $ 0

(Low Interest Loan Available with Participating Banks – See overview)

Note: *Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. The* Main Street Downtown Incentive Committee/*City reserves the right to request additional information.*

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/*City* representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/*City* has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/*City*

Signature of Applicant _____ Date _____

Barbara Hegstrand 3-31-05

Signature of Owner Date

Revision Barb Hegstrand 10/1/15

Return to:
Marshalltown Central Business District, Tina Shapley, Director
216 E Main St P.O. Box 159
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002

Work commenced prior to Approval of the City Code Building Upgrade Application is not eligible.

Marshalltown Central Business District/City
City Code Building Upgrade Grant Application

westbrooke
CONSTRUCTION

11/6/2015

Kibbey Building-North Façade Estimate

Description of Work	Cost Estimate
Refurbish and replace nine (9) original windows	$20,000
Temporary enclosure of sidewalk Remove complete existing storefronts Structural framing for new storefronts	$7,579
Replicate storefront to original 1895 design	$22,048
Install new 1" insulated glass in new opening	$15,900
Fabricate & install two (2) exterior retail entrance doors & hardware	$9,063
Remove center existing door, reframe and install New door for 2nd floor tenants	$2,500
Paint Exterior	$2,000
Masonry- repoint & repair limestone	$5,000
Purchase replacement stones if needed	$5,800
TOTAL	**$89,890**

Kevin Conway,

Project Manager

7113 Douglas Avenue
Urbandale, Iowa 50322

(515) 278-6197 phone
(515) 278-8254 fax
kconway@westbrookecc.com

westbrooke
CONSTRUCTION

11/6/2015

Kibbey Building-South Façade Estimate

Description of Work	Cost Estimate
Windows- Remove and install seven (7) windows on 2nd floor, labor and material	$12,500
Exterior Door- Remove and install new steel door on 2nd floor. Demo masonry at new door opening, labor and material	$3,000
Exterior Door- SE 1st floor commercial space	$1,600
Door -Security camera system at three (3) south doors	$6,000
Gutter & Downspout - labor and material	$2,000
Masonry- tuckpoint south brick façade	$6,000
Demo old material attached to façade conduit, awnings, lights, brackets, signage	$2,000
Stairway- pour concrete footing, install new steel stairway and railing	$30,000
Infill two (2) 1st floor west windows for service panels	$3,000
Remove and replace one (1) first floor window –southeast	$1,800
Paint	$900
Signage	$700
General Conditions- equipment, clean up, dump fees	$3,400
TOTAL	**$72,900**

Kevin Conway,

Project Manager

7113 Douglas Avenue
Urbandale, Iowa 50322

(515) 278-6197 phone
(515) 278-8254 fax
kconway@westbrookecc.com

westbrooke
CONSTRUCTION

11/6/2015

Kibbey Building -East Façade Estimate

Description of Work	Cost Estimate
Masonry – Construct new burnished block wall: -Excavate, pour foundation, -Waterproof, insulate existing face, -Build burnished block wall attached to existing old brick face	$102,500
TOTAL	**$102,500**

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westbrooke
CONSTRUCTION

11/6/2015

Kibbey Building-West Façade Estimate

Description of Work		Cost Estimate
Masonry- Both openings raised with four (4) rows of brick infill and mortar, new window sills built, repair brick/mortar above window on exterior		$3,500
Windows- Remove and install two (2) west windows on 2nd floor		$4,500
	TOTAL	**$8,000**

Kevin Conway,
Project Manager

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westbrooke
CONSTRUCTION

Downtown Leases and Lofts
125-131 E. Main St.
Marshalltown, IA 50158

10-1-15

Budget breakdown

General Conditions		**$198,775**
Includes:		
Superintendent, project manager, project coordinator	$133,500	
Structural Engineer	$ 8,223	
Clean up, final clean, construction dump fees	$ 14,830	
Temp toilet	$ 1,360	
Temp heat allowance	$ 3,250	
Temp electric	$ 4,000	
Permit	$ 6,836	
Printing	$ 576	
Tools and equipment	$ 26,200	
Sitework		**$ 66,840**
Demo, demo dump fees	$ 47,240	
Asbestos removal	$ 10,000	
Material handling	$ 9,600	
Concrete		**$ 17,650**
Spread footing eastwall, excavate, backfill compact	$ 17,650	
Masonry		**$117,878**
Steel		**$ 30, 000**
Stairs	$ 30,000	
Carpentry		**$142,310**
Framing L&M	$ 41,900	
Cabinets	$ 41,195	
Countertops	$ 11,610	
Trim L&M	$ 42,205	
Historic Millwork	$ 5,400	
Includes stripping and minor restoration and fill. Common area only		

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Thermal/Moisture Protection			**$ 87,213**
	Foundation waterproofing & east wall Insul.	$13,422	
	Batt insulation	$ 8,791	
☆	Fire Caulking	$ 8,200	
☆	Roofing/gutters/cap flashing	$49,300 (39,300)	
	Caulking	$ 7,500	
Windows and doors			**$107,235**
	Historic windows-interior and north	$51,000	
	Door hardware L&M	$ 8,465	
☆	Door L&M	$30,480 (15,000)	
☆	HR windows	$14,125	
	Skylights	$ 3,165	
Finishes			**$147,212**
☆	Drywall Fire-rated + 1st floor Ceiling common areas	$60,205	
	Ceramic tile allowance	$ 2,880	
	Vinyl flooring allowance	$ 432	
	Wood flooring	$22,515	
☆	Painting Lead Abatement + Sheetrock	$61,180	
	Tin Ceiling	By owner	
Specialties			**$ 5,120**
	Knox box	$ 350	
	Mailbox	$ 1,050	
	Window blinds	By owner	
	Toilet accessories Allowance	$ 1,520	
	Shelving allowance L&M	$ 1,600	
	Signage	$ 600	
Equipment			**$ 22,425**
☆	Appliances	$13,145	
	Security	$ 8,720	
☆	Fire Extinguishers	$ 560	
Mechanical			**$241,205**
☆	Plumbing*	$112,475	
	Includes $20,000 for street break		
☆	HVAC	$79,990	
	Energy Group	$ 6,500	
☆	Sprinkler	$42,240	
Electrical			**$ 86,200**
Other			**$155,497**
	Contingency	$ 50,000	
	Builders Risk	$ 5,000	
	OH & P	$100,497	
TOTAL		=	**$1,425,560**

the City of Marshalltown

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 3, 2015

To: Mayor James L. Lowrance
Members of the City Council

From: Brian DeMoss
Accounting Manager

Re: September 2015 Monthly Financial Statements

Policy Issue: N/A.

Recommendation: Staff recommends approving the September 2015 monthly financial statements.

Background: The finance department has prepared and reconciled the September 2015 financial statements for your review. September financials include quarterly transfers for employee benefits, capital project expense, property tax revenue, and other miscellaneous transfers.

Budget Impact: N/A

Attachment: Sept 2015 FS.

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown
All-America City
2012

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of September 30, 2015

DESCRIPTION	--ASSETS-- CASH AND INVESTMNTS	ACCOUNTS RECEIVABLE	FIXED ASSETS	LIABILITES & NET ASSETS	NET (INCOME) / EXPENSE
FUND NUMBER & NAME					
101 - GENERAL	<560,404.86>	325,078.37	.00	<1,539,489.03>	1,774,815.52
150 - CAPITAL RESERVE FUND	158,027.55	.00	.00	<157,973.65>	<53.90>
151 - CASH FLOW RESERVE FUND	1,832,586.46	.00	.00	<1,832,069.64>	<516.82>
152 - COLISEUM ACTIVITY	25,755.19	.00	.00	<25,755.19>	.00
153 - BLDG MAINT FUND	462,366.22	.00	.00	<479,721.78>	17,355.56
201 - GRANTS FRM STATE AGNCY	3,745.30	.00	.00	<3,742.98>	<2.32>
204 - HERSHEY RECREATION	7,166.50	.00	.00	<7,199.96>	33.46
205 - EMERGENCY FUND	1,570.25	.00	.00	.00	<1,570.25>
206 - ROAD USE TAX	2,588,607.89	.00	.00	<2,360,097.78>	<228,510.11>
218 - COPS FAST GRANT	<6,445.91>	.00	.00	3,550.00	2,895.91
219 - DEPT OF JUSTICE GRANTS	345.19	1,361.10	.00	3,826.25	<5,532.54>
220 - POLICE UNDESGNTD GRANTS	<24,398.04>	5,898.35	.00	4,889.09	13,610.60
221 - EMPLOYEE BENEFIT FUND	1,775,131.99	.00	.00	<1,781,247.69>	6,115.70
223 - POLICE/FIRE RETIREMENT	79,717.65	.00	.00	<363,156.10>	283,438.45
230 - POLICE DONATION FUND	32,945.41	.00	.00	<32,540.19>	<405.22>
233 - SOFTBALL ASSOCIATION	24,839.49	.00	.00	<38,732.48>	13,892.99
235 - FIRE DEPT DONATION FUND	3,371.18	.00	.00	<3,379.15>	7.97
236 - M'TOWN TENNIS ASSOC	1,652.18	.00	.00	<1,820.11>	167.93
238 - CITY TORT LIABILITY	133,308.85	88.05	.00	<133,101.56>	<295.34>
242 - LIBRARY DONATION FUND	64,824.39	.00	.00	<68,097.06>	3,272.67
246 - SEIZED ASSETS FUND	33,114.17	.00	.00	<33,063.27>	<50.90>
247 - P & R DONATION FUND	55,030.57	.00	.00	<50,880.86>	<4,149.71>
248 - ECONOMIC DEVELOPMENT	48,994.95	.00	.00	<48,964.52>	<30.43>
249 - SUBDIVIDER ESCROW	10,221.64	.00	.00	<10,215.26>	<6.38>
250 - TAX INCREMNT FINANCING	200,175.77	.00	.00	<227,900.97>	27,725.20
271 - HOUSING GRANTS	36,542.70	.00	.00	<35,992.28>	<550.42>
275 - HUD LEAD GRANT #3	<161.00>	.00	.00	161.00	.00
276 - LEAD GRANT #4	9,428.11	1,043.95	.00	86,078.80	<96,550.86>
277 - HUD EDI GRANTS	<9,536.50>	.00	.00	9,016.50	520.00
278 - LOW RENT VOUCHER PROGRM	83,593.38	85,850.80	.00	<196,012.92>	26,568.74
281 - CDBG NSP HSNG	<94,042.17>	.00	.00	92,033.16	2,009.01
282 - HUD LEAD MATCH	40,262.42	.00	.00	<40,262.42>	.00
283 - LEAD GRANT #5	<95,096.66>	.00	.00	53,716.05	41,380.61
290 - E911 SURCHARGE	292,511.60	.00	.00	<291,919.60>	<592.00>
291 - LOCAL OPTION SALES TAX	2,645,265.22	.00	.00	<2,470,384.26>	<174,880.96>
311 - GO BONDS DEBT FUND	46,996.83	.00	.00	<22,040.74>	<24,956.09>
401 - BIKE PATH - PHASE II	97,339.55	.00	.00	<97,727.04>	387.49
416 - FEDERAL STREET GRANTS	<26,002.78>	.00	.00	18,437.11	7,565.67
417 - RISE STREET GRANTS	<9,015.98>	.00	.00	.00	9,015.98
450 - CIP COLLECTION FUND	351,045.37	.00	.00	<539,457.38>	188,412.01
460 - AIRPORT PROJECT	<1,096.96>	.00	.00	<423.04>	1,520.00
462 - SPEC ASSMNT PROJECTS	<73,614.45>	62,539.00	.00	14,323.45	<3,248.00>
471 - POLICE AND FIRE BUILD	102,320.83	.00	.00	<109,429.67>	7,108.84
473 - 2014 GO BONDS	1,693,989.05	.00	.00	<1,996,772.64>	302,783.59
477 - TREES FOREVER PROJECT	3,306.56	.00	.00	<3,415.42>	108.86
489 - CAPITAL STREET PROJECTS	178,550.98	.00	.00	<178,440.15>	<110.83>

CITY OF MARSHALLTOWN
MONTHLY BALANCE SHEET
FOR THE MAYOR AND CITY COUNCIL
As of September 30, 2015

DESCRIPTION	--ASSETS-- CASH AND INVESTMNTS	ACCOUNTS RECEIVABLE	FIXED ASSETS	LIABILITES & NET ASSETS	NET (INCOME) / EXPENSE
490 - GO BOND CAPITAL PRJS	3,677.00	7,069.00	.00	<10,746.00>	.00
491 - TIF DISTRICT II CAP PRJ	<6,935.90>	.00	.00	444,707.26	<437,771.36>
492 - TIF DISTRICT 3 CAP PRJS	7,803.32	.00	.00	<7,798.45>	<4.87>
494 - PUBLIC WORKS FACILITY	17,752.32	.00	.00	<17,741.30>	<11.02>
510 - STORM SEWER	623,971.21	41,009.74	12,225,299.30	<12,771,426.53>	<118,853.72>
520 - WPCP OPERATING FUND	170.00	.00	30,542,830.02	<30,539,866.91>	<3,133.11>
521 - WPCP REVENUE FUND	7,491,018.69	509,907.21	.00	<7,176,796.92>	<824,128.98>
522 - WPCP SEW REV FUND	5,917,281.24	.00	.00	.00	<5,917,281.24>
526 - WPCP CAP IMPR RESERVE	1,135,369.80	.00	.00	<1,134,665.04>	<704.76>
528 - SANITARY SEWER REHAB	<68,328.98>	.00	.00	<574,472.41>	642,801.39
529 - SEWER NEW CONSTRUCTION	21,308.61	.00	.00	<12,785.00>	<8,523.61>
530 - COMPOSTING	171,958.80	183.73	84,272.58	<249,088.23>	<7,326.88>
540 - P&R CONCESSIONS	18,305.18	.00	.00	<25,949.09>	7,643.91
550 - TRANSIT OPERATING	110,393.02	395.00	1,549,310.42	<1,739,952.67>	79,854.23
681 - OCCUP INSUR ESCROW	136,527.46	.00	.00	<146,858.03>	10,330.57
684 - GRP HEALTH INS ESCROW	2,759,651.67	26,367.69	.00	<2,774,872.41>	<11,146.95>
686 - W.C. DEDUCTIBLE	37,568.90	.00	.00	<37,545.61>	<23.29>
844 - SALES TAX	286.72	.00	.00	<286.72>	.00
870 - SURETY BONDS/DEPOSITS	1,122.69	.00	.00	<1,122.69>	.00
871 - IA STATE SLEUTH	14,855.00	.00	.00	<14,855.00>	.00
991 - CAPITAL ASSET FUND	.00	.00	44,865,056.30	<44,865,056.30>	.00
999 - PAYROLL LIABILITY ACCTS	156,103.84	.00	.00	<156,103.84>	.00
GRAND TOTAL	30,774,696.67	1,066,791.99	89,266,768.62	<116,708,677.27>	<4,399,580.01>

Enter Information to Graph for Council
As of September 30, 2015

	DESCRIPTION		INVESTMNTS
0214.000	WELLS FARGO MONEY MARKET		
00999	CITY-MARSHALLTWN POOLED CASH		
		.15	12,046,205.56
0214.000	WELLS FARGO MONEY MARKET		12,046,205.56
0215.000	IPAIT MONEY MARKET		
00522	(D) WPCP REVENUE BOND FUND		
00059007	2015 SEWER REVENUE BONDS	.01	6,000,031.24
0215.000	IPAIT MONEY MARKET		6,000,031.24
0265.000	IPAIT CD (> 1 YR)		
00521	WPCP REVENUE		
		.43	1,000,000.00
0265.000	IPAIT CD (> 1 YR)		1,000,000.00
0266.000	CENTRAL STATE BANK CD (> 1 YR)		
00291	LOCAL OPTION SALES TAX		
		.45	1,000,000.00
0266.000	CENTRAL STATE BANK CD (> 1 YR)		1,000,000.00
0267.000	FARMERS CD (> 1 YR)		
00151	CASH FLOW RESERVE FUND		
		.36	1,000,000.00
00684	GROUP HEALTH INSURANCE ESCROW		
		.36	1,000,000.00
0267.000	FARMERS CD (> 1 YR)		2,000,000.00
0273.000	IPAIT GOV SEC(> 1 YR)		
00521	WPCP REVENUE		
		.41	1,003,129.00
0273.000	IPAIT GOV SEC(> 1 YR)		1,003,129.00
			23,049,365.80

For the Three Months Ending September 30, 2015

	DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
REVENUES						
4010	PROPERTY TAXES	36.93	10,329,114	98,156.90	10,230,957.10	99.05 %
4090	TIF TAXES	.00	1,408,940	20,624.43	1,388,315.57	98.54 %
4100	OTHER CITY TAXES	.00	4,601,695	1,025,722.28	3,575,972.72	77.71 %
4200	LICENSES & PERMITS	23,823.50	242,350	85,938.42	156,411.58	64.54 %
4600	USE OF MONEY & PROPERTY	8,193.52	152,120	31,388.03	120,731.97	79.37 %
4300	INTERGOVERNMENTAL REVENUE	539,713.80	8,165,205	1,918,749.43	6,246,455.57	76.50 %
4400	CHARGES FOR SERVICES	667,181.87	8,503,124	2,086,296.91	6,416,827.09	75.46 %
4500	FINES & FORFEITURES	8,516.58	168,500	33,017.70	135,482.30	80.40 %
4700	SPECIAL ASSESSMENTS	.00	26,678	1,729.00	24,949.00	93.52 %
4800	MISCELLANEOUS REVENUES	30,568.83	748,100	549,323.79	198,776.21	26.57 %
4900	OTHER FINANCING SOURCES	.00	22,500,000	6,000,000.00	16,500,000.00	73.33 %
**TOTAL REVENUES		1,278,035.03	56,845,826	11,850,946.89	44,994,879.11	79.15 %
EXPENDITURES						
PUBLIC SAFETY						
5005	SALARIES	408,516.10	5,636,071	1,438,705.23	4,197,365.77	25.53 %
5100	BENEFITS	194,241.93	2,609,600	629,248.24	1,980,351.76	24.11 %
5205	OPERATING	88,551.99	767,878	269,148.27	498,729.73	35.05 %
5700	CAPITAL OUTLAY	176,596.37	481,791	289,923.21	191,867.79	60.18 %
**TOTAL PUBLIC SAFETY		867,906.39	9,495,340	2,627,024.95	6,868,315.05	27.67 %
PUBLIC WORKS						
5005	SALARIES	82,171.74	1,095,095	285,197.94	809,897.06	26.04 %
5100	BENEFITS	36,325.85	506,312	116,314.78	389,997.22	22.97 %
5205	OPERATING	52,979.94	1,895,212	240,922.10	1,654,289.90	12.71 %
5700	CAPITAL OUTLAY	157,115.99	488,000	287,288.48	200,711.52	58.87 %
**TOTAL PUBLIC WORKS		328,593.52	3,984,619	929,723.30	3,054,895.70	23.33 %
HEALTH AND SOCIAL SERVICES						
5005	SALARIES	36,228.47	492,860	127,730.98	365,129.02	25.92 %
5100	BENEFITS	11,317.71	155,608	37,862.44	117,745.56	24.33 %
5205	OPERATING	58,068.49	1,058,532	170,249.19	888,282.81	16.08 %
5700	CAPITAL OUTLAY	.00	150	.00	150.00	.00 %
**TOTAL HEALTH & SOCIAL SERVS		105,614.67	1,707,150	335,842.61	1,371,307.39	19.67 %

	DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
CULTURE AND RECREATION						
5005	SALARIES	97,577.13	1,208,557	356,711.43	851,845.57	29.52 %
5100	BENEFITS	26,721.10	410,118	96,287.78	313,830.22	23.48 %
5205	OPERATING	144,515.26	1,081,910	338,370.89	743,539.11	31.28 %
5700	CAPITAL OUTLAY	42,695.37	194,378	66,561.84	127,816.16	34.24 %
5865	OTHER EXPENDITURES	60.06	0	60.06	<60.06>	.00 %
**TOTAL CULTURE & RECREATION		311,568.92	2,894,963	857,992.00	2,036,971.00	29.64 %
COMMUNITY & ECONOMIC DEVELMNT						
5005	SALARIES	12,040.14	246,688	44,335.59	202,352.41	17.97 %
5100	BENEFITS	4,274.88	79,548	14,409.05	65,138.95	18.11 %
5205	OPERATING	75,151.97	1,136,343	276,407.41	859,935.59	24.32 %
5700	CAPITAL OUTLAY	.00	2,000	.00	2,000.00	.00 %
**TOTAL COMM & ECONOMIC DV		91,466.99	1,464,579	335,152.05	1,129,426.95	22.88 %
GENERAL GOVERNMENT						
5005	SALARIES	37,462.85	835,638	151,849.16	683,788.84	18.17 %
5100	BENEFITS	12,412.51	224,914	89,551.78	135,362.22	39.82 %
5205	OPERATING	27,092.40	349,648	91,904.32	257,743.68	26.28 %
5700	CAPITAL OUTLAY	.00	236,665	6,301.29	230,363.71	2.66 %
5865	OTHER EXPENDITURES	522.50	0	928.00	<928.00>	.00 %
**TOTAL GENERAL GOVERNMENT		77,490.26	1,646,865	340,534.55	1,306,330.45	20.68 %
ENTERPRISES						
5005	SALARIES	136,608.72	1,779,582	445,268.31	1,334,313.69	25.02 %
5100	BENEFITS	42,337.38	635,238	142,238.22	492,999.78	22.39 %
5205	OPERATING	343,792.13	4,120,603	1,021,473.57	3,099,129.43	24.79 %
5700	CAPITAL OUTLAY	.00	5,885,300	323.43	5,884,976.57	.01 %
5800	DEBT SERVICE PAYMENTS	.00	1,842,640	80,372.71	1,762,267.29	4.36 %
5865	OTHER EXPENDITURES	278.99	4,000	502.69	3,497.31	12.57 %
**TOTAL ENTERPRISES		523,017.22	14,267,363	1,690,178.93	12,577,184.07	11.85 %
5000	**DEBT SERVICE	.00	3,467,146	.00	3,467,146.00	.00 %
5000	**CAPITAL PROJECTS	77,987.62	17,985,051	335,758.16	17,649,292.84	1.87 %

For the Three Months Ending September 30, 2015

DESCRIPTION	THIS MONTH ACTUAL	ORIGINAL BUDGET	Y-T-D ACTUAL	REMAINING BUDGET	% USED
***TOTAL EXPENDITURES	2,383,645.59	56,913,076	7,452,206.55	49,460,869.45	13.09 %
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<1,105,610.56>	<67,250>	4,398,740.34	<4,465,990.34>	6,540.88 %

For the Three Months Ending September 30, 2015

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
2015								
100	PUBLIC SAFETY							
110	Police Administratio	1,128,252	135,438	111,133	0	1,374,823	5,255,242	26.16 %
113	Police Dispatch	232,000	67,116	236	0	299,352	1,218,494	24.57 %
140	Fire Protection	675,589	19,379	178,554	0	873,522	2,797,006	31.23 %
141	Fire Training Divisi	32,113	495	0	0	32,608	138,124	23.61 %
142	Fire Prevention Bure	0	1,261	0	0	1,261	4,500	28.02 %
170	Civil Defense	0	10,050	0	0	10,050	29,580	33.98 %
180	Flood Control	0	19,411	0	0	19,411	394	4,926.65 %
240	Animal Control	0	16,000	0	0	16,000	52,000	30.77 %
100	PUBLIC SAFETY	2,067,954	269,150	289,923	0	2,627,027	9,495,340	27.67 %
200	PUBLIC WORKS							
120	Traffic Safety	37,757	22,781	0	0	60,538	237,158	25.53 %
160	Street Lighting	6,218	34,897	0	0	41,115	250,972	16.38 %
540	Solid Waste	0	875	0	0	875	113,708	.77 %
710	Street Maintenance	246,637	112,998	157,422	0	517,057	1,737,509	29.76 %
711	Street Cleaning	0	261	0	0	261	7,500	3.48 %
712	Snow Removal	0	570	129,866	0	130,436	250,728	52.02 %
740	Sidewalks	0	2,195	0	0	2,195	55,000	3.99 %
750	Street Construction	0	39,794	0	0	39,794	711,000	5.60 %
760	Engineering	98,199	11,712	0	0	109,911	490,437	22.41 %
770	Airport	0	14,012	0	0	14,012	70,490	19.88 %
790	Parking System	12,702	828	0	0	13,530	60,117	22.51 %
200	PUBLIC WORKS	401,513	240,923	287,288	0	929,724	3,984,619	23.33 %
300	HEALTH AND SOCIAL SER							
210	Community Health	74,810	150,918	0	0	225,728	1,167,344	19.34 %
480	Senior Citizens Prog	0	11,245	0	0	11,245	137,732	8.16 %
550	Electrical Inspectio	18,669	44	0	0	18,713	76,174	24.57 %
560	Building Inspection	46,474	853	0	0	47,327	188,728	25.08 %
561	Rental Inspection	25,640	3,573	0	0	29,213	93,877	31.12 %
581	Nuisance Cleanup	0	3,616	0	0	3,616	43,295	8.35 %
300	HEALTH AND SOCIAL SER	165,593	170,249	0	0	335,842	1,707,150	19.67 %
400	CULTURE AND RECREATIO							
310	Library	192,871	40,856	42,093	60	275,880	1,039,050	26.55 %
330	City Band	6,253	441	0	0	6,694	9,688	69.10 %
340	Fisher Community Cen	0	25,587	0	0	25,587	76,760	33.33 %
410	Parks	156,511	53,948	24,469	0	234,928	827,476	28.39 %
420	Recreation	9,503	14,367	0	0	23,870	171,154	13.95 %
421	Playgrounds/School	60,934	13,791	0	0	74,725	189,440	39.45 %
440	Swimming Pools	13,049	91,176	0	0	104,225	219,183	47.55 %
451	Coliseum	4,203	8,390	0	0	12,593	50,202	25.08 %
460	Convention & Tourism	0	86,686	0	0	86,686	260,390	33.29 %
545	Cable TV	9,675	3,128	0	0	12,803	51,620	24.80 %

For the Three Months Ending September 30, 2015

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
400	CULTURE AND RECREATIO							
400	CULTURE AND RECREATIO	452,999	338,370	66,562	60	857,991	2,894,963	29.64 %
580	Community Beautifica	1,678	2,259	0	0	3,937	20,796	18.93 %
660	Economic Development	0	51,023	0	0	51,023	94,000	54.28 %
690	Housing	47,797	222,490	0	0	270,287	1,146,769	23.57 %
715	Tree Removal/Maint	1,938	0	0	0	1,938	0	.00 %
870	Planning & Zoning	7,331	635	0	0	7,966	203,014	3.92 %
500	COMMUNITY AND ECONOMI	58,744	276,407	0	0	335,151	1,464,579	22.88 %
600	GENERAL GOVERNMENT							
810	City Council	6,218	0	0	0	6,218	25,407	24.47 %
820	Technical Services	27,529	526	0	0	28,055	115,622	24.26 %
830	Mayor	2,228	107	0	0	2,335	13,867	16.84 %
831	City Administrator	32,037	159	0	0	32,196	132,532	24.29 %
840	City Clerk	21,687	12,256	0	<1>	33,942	147,906	22.95 %
850	Finance	126,052	14,319	0	100	140,471	675,826	20.79 %
860	Legal	0	18,039	0	0	18,039	90,000	20.04 %
880	City Hall	2,750	18,806	0	0	21,556	56,400	38.22 %
889	Elections	0	0	0	0	0	8,900	.00 %
890	General Government	0	5,341	0	829	6,170	168,063	3.67 %
891	Data Processing	22,900	22,353	6,301	0	51,554	212,342	24.28 %
600	GENERAL GOVERNMENT	241,401	91,906	6,301	928	340,536	1,646,865	20.68 %
700	BUSINESS TYPE							
180	Flood Control	0	0	0	0	0	1,380,000	.00 %
430	Pool Concessions	8,097	9,490	200	0	17,787	42,656	41.70 %
440	Swimming Pools	0	6,600	0	0	6,600	0	.00 %
520	Sewage Treatment	306,213	278,718	0	80,875	665,806	4,536,169	14.68 %
531	Storm Sewer - WPCP	63,761	17,412	78	0	81,251	616,965	13.17 %
532	Dike Maintenance	5,311	5,271	0	0	10,582	42,643	24.82 %
533	Storm Sewer - Permit	0	0	0	0	0	8,000	.00 %
540	Solid Waste	7,596	8,116	0	0	15,712	55,561	28.28 %
590	Sanitary Sewers	81,466	663,375	46	0	744,887	6,811,865	10.94 %
780	Bus	115,063	32,493	0	0	147,556	773,504	19.08 %
700	BUSINESS TYPE	587,507	1,021,475	324	80,875	1,690,181	14,267,363	11.85 %
800	DEBT SERVICE							
990	Intragovernmental Se	0	0	0	0	0	3,467,146	.00 %
800	DEBT SERVICE	0	0	0	0	0	3,467,146	.00 %
900	CAPITAL PROJECTS							

For the Three Months Ending September 30, 2015

	DESCRIPTION	PERSONAL SERVICES	OPERATING	CAPITAL OUTLAY	DEBT/OTHER COSTS	TOTAL EXPENSES	ORIGINAL BUDGET	% USED
		0	16,582	0	0	16,582	0	.00 %
110	Police Administratio	0	7,173	0	0	7,173	16,500,000	.04 %
410	Parks	0	448	0	0	448	427,051	.10 %
530	Storm Sewer - Engine	0	100	0	0	100	550,000	.02 %
580	Community Beautifica	0	111	799	0	910	3,000	30.33 %
710	Street Maintenance	0	303,911	0	0	303,911	0	.00 %
750	Street Construction	0	5,114	0	0	5,114	500,000	1.02 %
770	Airport	0	1,520	0	0	1,520	5,000	30.40 %
900	CAPITAL PROJECTS	0	334,959	799	0	335,758	17,985,051	1.87 %
2015		3,975,711	2,743,439	651,197	81,863	7,452,210	56,913,076	13.09 %

For the Period Ending September 30, 2015

DESCRIPTION	REVENUE	EXPENSES
101 - GENERAL	146,499	1,113,489
150 - CAPITAL RESERVE FUND	32	71,688
151 - CASH FLOW RESERVE FUND	168	0
152 - COLISEUM ACTIVITY	2,080	7,739
153 - BLDG MAINT FUND	93	17,650
201 - GRANTS FRM STATE AGNCY	1	0
204 - HERSHEY RECREATION	1	0
205 - EMERGENCY FUND	1	0
206 - ROAD USE TAX	338,501	205,327
218 - COPS FAST GRANT	0	3,395
219 - DEPT OF JUSTICE GRANTS	0	0
220 - POLICE UNDESGNTD GRANTS	3,872	7,789
221 - EMPLOYEE BENEFIT FUND	1	0
223 - POLICE/FIRE RETIREMENT	20	2,915
230 - POLICE DONATION FUND	7,854	8,581
233 - SOFTBALL ASSOCIATION	1,623	6,326
235 - FIRE DEPT DONATION FUND	1	7
236 - M'TOWN TENNIS ASSOC	0	0
238 - CITY TORT LIABILITY	27	819
240 - FIRE DEPT GRANTS	0	141,993
242 - LIBRARY DONATION FUND	760	3,092
246 - SEIZED ASSETS FUND	17	0
247 - P & R DONATION FUND	1,898	254
248 - ECONOMIC DEVELOPMENT	10	0
249 - SUBDIVIDER ESCROW	2	0
250 - TAX INCREMNT FINANCING	40	0
271 - HOUSING GRANTS	408	0
276 - LEAD GRANT #4	0	0
277 - HUD EDI GRANTS	0	160
278 - LOW RENT VOUCHER PROGRM	86,056	86,580
281 - CDBG NSP HSNG	0	657
282 - HUD LEAD MATCH	0	0
283 - LEAD GRANT #5	108,261	73,787
290 - E911 SURCHARGE	59	25,597
291 - LOCAL OPTION SALES TAX	332	4,896
311 - GO BONDS DEBT FUND	18	0
401 - BIKE PATH - PHASE II	20	33
416 - FEDERAL STREET GRANTS	0	16,582
450 - CIP COLLECTION FUND	72	0
460 - AIRPORT PROJECT	0	0
462 - SPEC ASSMNT PROJECTS	0	0
471 - POLICE AND FIRE BUILD	21	2,193
473 - 2014 GO BONDS	342	56,926
477 - TREES FOREVER PROJECT	1	0
489 - CAPITAL STREET PROJECTS	36	0
490 - GO BOND CAPITAL PRJS	0	0
491 - TIF DISTRICT II CAP PRJ	0	2,155
492 - TIF DISTRICT 3 CAP PRJS	2	0
494 - PUBLIC WORKS FACILITY	4	0
510 - STORM SEWER	70,960	29,000
520 - WPCP OPERATING FUND	0	237,739

For the Period Ending September 30, 2015

DESCRIPTION	REVENUE	EXPENSES
521 - WPCP REVENUE FUND	483,360	0
522 - WPCP SEW REV FUND	31	0
526 - WPCP CAP IMPR RESERVE	229	0
528 - SANITARY SEWER REHAB	0	205,951
529 - SEWER NEW CONSTRUCTION	8,524	0
530 - COMPOSTING	7,666	2,558
540 - P&R CONCESSIONS	84	1,409
550 - TRANSIT OPERATING	8,053	46,361
681 - OCCUP INSUR ESCROW	28	3,502
684 - GRP HEALTH INS ESCROW	204,434	160,456
686 - W.C. DEDUCTIBLE	8	0
801 - POLICE PENSION	2,915	729
844 - SALES TAX	0	0
870 - SURETY BONDS/DEPOSITS	0	0
871 - IA STATE SLEUTH	0	0
991 - CAPITAL ASSET FUND	0	0
999 - PAYROLL LIABILITY ACCTS	0	0
GRAND TOTAL	1,485,425.00	2,548,335.00

Access2Care

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT is made between Access2Care, LLC ("A2C") and the subcontractor (the "Subcontractor") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, A2C on occasion needs subcontractors to provide medical transportation, non-medical transportation ambulance, paratransit and wheelchair services to A2C customers in various locations;
WHEREAS, A2C manages non-emergency transportation. As such we use subcontractors to provide non-emergency medical transportation for our clients who request such services. ;

WHEREAS, A2C wishes to retain Subcontractor to perform certain tasks in furtherance of this effort as set forth in this Agreement; and

WHEREAS, Subcontractor wishes to perform, and is capable of performing such tasks upon request by A2C.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Provision of Services.** Subcontractor will provide the transportation services described in Schedule "A" hereto (the "Services") to Clients or Recipients (collectively referred to as "Recipients") on the conditions, if any, described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"), only when and as requested by A2C.

2. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-kickback statute, and shall submit to the State all documentation necessary for Subcontractor to provide the services more specifically described herein. Subcontractor's vehicles will conform to applicable state regulations and be duly licensed for the transportation of Recipients. All Subcontractor personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

3. **Term.** The initial term of this Agreement shall be one (1) year, commencing on the Commencement Date set out in Schedule "A" hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

4. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing, A2C may terminate this Agreement immediately upon: (i) the failure of Subcontractor to respond to requests by A2C for the provision of Services to Recipients within the Service Area or (ii) following Subcontractor's loss or suspension of licensure necessary for the provision of the Services or reduction or loss of Subcontractor's insurance coverage.

5. **Scheduling of Services**. A2C shall schedule and request any and all Services to be provided by Subcontractor pursuant to this Agreement. All Services will be scheduled according to the procedures provided for in the Network Provider Requirements, as modified from time to time by A2C in its sole discretion and attached hereto as Schedule C and incorporated herein by this reference.

6. **No Utilization Obligation**. A2C does not guarantee any level of utilization of Subcontractor and A2C is under no obligation to utilize Subcontractor for any Services.

7. **Standards for Services.** Subcontractor represents and warrants that (a) any and all Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services provided; (b) any and all Services rendered shall be performed in a good and workmanlike manner; (c) Subcontractor shall comply with all requirements of A2C's Network Provider Requirements as may be modified by A2C from time to time and which is attached hereto as Schedule "C" and incorporated herein by this reference; The parties acknowledge and agree that all references to specific sections of the Network Provider requirements are based on the requirements in place at the time of execution of this agreement. In the event a revision to the requirements causes those section references to change, the current and prevailing Network Provider requirements shall prevail.

8. **Trip Management**. Subcontractor acknowledges and agrees that they will satisfy all requirements of the Network Provider Requirements as it relates to the manner in which the services, activities, and tasks are to be performed as well as requirements for pickup and delivery of all participants.

9. **Compensation and Billing.** Prior to or at the commencement of any scheduled Service, A2C shall instruct Subcontractor to bill either: (i) a third-party payor or Patient; or (ii) A2C.

(i) *Services billed to Payors or Patients*. If A2C directs Subcontractor to bill a third-payor or Patient, A2C will provide Subcontractor with Patient billing information, including all documentation available to A2C that is necessary for third-party payor reimbursement and determination of medical necessity when applicable. Subcontractor shall be responsible for all Patient and third party billing and shall bill in accordance with all applicable laws and any applicable membership agreement between a Patient and health plan. Subcontractor shall not seek payment from A2C or A2C's customer for any such Services and neither A2C nor its customer shall have any financial responsibility for such Services.

(ii) *Services billed to A2C.* For any Services for which A2C has accepted responsibility for payment and A2C has provided Subcontractor with an authorization number, A2C shall pay Subcontractor within twenty-one (21) days of receipt of an invoice in a format reasonably acceptable to A2C. Subcontractor shall submit its invoice within forty-five (45) days of the date that Services were provided by Subcontractor – failure to submit its invoice within this time period will result in non-payment by A2C to Subcontractor. Subcontractor shall not seek payment from A2C's customer, the Patient or any third-party payor for any such Services. A2C shall reimburse Subcontractor at the rates set forth in Schedule "B" and Subcontractor shall accept the rates in Schedule "B". Provided that A2C has authorized the Subcontractor to bill the Patient, the preceding sentence shall not preclude Subcontractor from billing a Patient for any Patient responsible amounts under the requirements of the Patient's applicable health plan membership agreement, e.g., co-payment, co-insurance or deductible.

10. **Record Retention.** Subcontractor will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.

11. **Compliance with the terms of A2C's contract with the client.** Subcontractor acknowledges and agrees that Subcontractor shall comply with all mandatory terms and conditions of A2C's contract with the client.

12. **Injury to an A2C Passenger**. If an A2C passenger is injured while being transported, Subcontractor shall submit a claim through their insurance first, and through A2C's insurance if Subcontractor's insurance does not cover the costs associated with the incident.

13. **Audit Rights.** Subcontractor shall, within a reasonable amount of time after written notice from A2C provide representatives of A2C or the U.S. Government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate to this Agreement. This obligation of Subcontractor shall survive for a period of three (3) years following final payment under this Agreement or until such later time as required under applicable law and regulation.

14. **Indemnity**. Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.

15. **Dispute Resolution.** Subcontractor acknowledges and agrees that in the event of a dispute arising out of the relationship between A2C and the Subcontractor and the services provided for herein, Subcontractor shall look solely to A2C to resolve this dispute, and at no time, shall Subcontractor pursue a resolution of any dispute related to this Agreement with either the client or any agency thereof. All disputes involving payment of claims shall be resolved according the procedure outlined in the Claims Appeals Process in the Network Provider Procedure Manual. If necessary, a dispute shall be resolved in a court of competent jurisdiction and according to the laws of the State.

16. **Default by A2C.** In the instance of default by A2C, the Agreements and all rights and obligations associated therewith shall pass to the client or its duly appointed agent for the continued provision of the services more specifically described herein. Subcontractor acknowledges and agrees that in the event the client assumes responsibility for this Agreement, all terms, conditions, and rates established herein shall remain in effect until or unless renegotiated by the client or its agent unless otherwise terminated immediately by the client in its sole discretion.

17. **Insurance**. Subcontractor currently maintains and will maintain during the Term of this Agreement liability insurance policies for claims that may be made against Subcontractor arising out of the Services under this Agreement. Subcontractor shall maintain comprehensive general and automobile liability coverage with limits no less than $500,000 per occurrence and

$1,000,000 annual aggregate and other such coverage as required by the State. Subcontractor shall maintain workers' compensation insurance in the statutory required amounts. Subcontractor shall cause A2C to be added as an additional insured to all such policies. Subcontractor shall provide to A2C upon execution of this Agreement certificates of insurance evidencing coverage. Coverage shall not be changed or modified without at least thirty (30) days prior written notice to A2C. Further, Subcontractor's insurance shall be primary in the event of any claim resulting from Services provided by Subcontractor and shall be exhausted in full prior to any contribution from any other source. Subcontractor shall also be solely responsible for any and all damages or repairs to its owned, leased or contracted vehicles used in providing Services under this Agreement.

18. **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

IF TO SUBCONTRACTOR:

Marshalltown Municipal Transit
City of Marshalltown
905 East Main Street
Marshalltown, IA 50158

IF TO A2C:

Government and National Services Dept.
American Medical Response
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

19. **Confidentiality.** All information with respect to the operations and business of a party (including but not limited to the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third Party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such information in connection with this Agreement.

20. **HIPAA Compliance.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws. The Subcontractor shall report in writing to A2C any use or disclosure of Protected Health Information ("PHI") not provided for or allowed by the SUBCONTRACTOR AGREEMENT immediately upon becoming aware of the same.

21. **CMS Required Contract Provisions-42 CFR 422.** (i) *Privacy and Accuracy of Records*: Providers and suppliers agree to safeguard beneficiary privacy and confidentiality and assure the accuracy of beneficiary health records. 422.504(a)13. (ii) *Hold Harmless for MAs offering SNPs*: For all Medicare Advantage ("MA") organizations with enrollees eligible for both Medicare and Medicaid, such enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts, and inform providers of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. The MA plans may not impose cost sharing that exceeds the amount of cost sharing that would be permitted with respect to the individual under the XIX if the individual were not enrolled in such plan. Subcontractor will accept the MA plan payment as payment in full, or bill the appropriate State source.

22. **Relationship.** In the performance of this Agreement, each party shall be, as to the other, an independent contractor, and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either party's employees, nothing contained

herein shall be construed in such a manner as to give effect to the notion that either party shall in anyway assume responsibility for the oversight or provision of the other party's employee benefits, including but not limited to the payment of wages, provision of health insurance, or any and all other commonly accepted benefits of employment.

23. **Compliance Program and Code of Conduct**. A2C has made available to the Subcontractor a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at A2C's web site, located at: www.Access2care.net, and the Subcontractor acknowledges receipt of such documents. A2C warrants that its personnel shall comply with A2C's compliance policies, including training related to the Anti-kickback Statute.

24. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

25. **Vehicle and Personnel Requirements.** Subcontractor acknowledges and agrees that all vehicles and personnel utilized to provide the Services shall comply with the requirements included within the Network Provider Requirements and any other applicable sections as may be added from time to time by A2C.

26. **Training Requirements**. Subcontractor acknowledges and agrees that all personnel shall be trained and oriented according to the Network Provider Requirements.

27. **Background Investigation**. Subcontractor warrants and represents that it has performed a background investigation on employees that provide patient care services or drive vehicles. The investigation report includes the following:

    a. Social Security Number Verification

    b. Criminal Search

    c. Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years

    d. OIG List of Excluded Individuals/Entities

    e. Sex Offender Registry

    f. GSA List of Parties Excluded from Federal Programs

    g. Department of Motor Vehicle Driving History

    h. State and Local Licensure Verification

    i. Drug Screen

    Upon request and from time-to-time, Subcontractor shall provide A2C with a continuing certification.

28. **Referrals**. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of Recipients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided. Subcontractor represents and warrants that the rates and pricing that it has accepted do not place it in violation of any federal or state anti-kickback statute.

29. **Other.** During the term of this Agreement and for a period of six (6) months following termination of this Agreement: Subcontractor shall not provide transportation services to any A2C customer that Subcontractor has rendered Services to under this Agreement, either directly or through a network of providers or intermediary other than A2C; or (ii) solicit any such A2C customer to obtain transportation services from Subcontractor either directly or through such other network or intermediary in the Service Area.

30. **Equal Employment Opportunity**. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.

31. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with

respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

[*Signature Page To Follow*]

Access2Care

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Access2Care, LLC

By: _____
Matt McCormick
Vice President, Managed Transportation

Marshalltown Municipal Transit City of Marshalltown

By: _____

Print Name:_____

Print Title:_____

Access2Care

SCHEDULE "A"

I. Services:

A. Transportation Services

If checked, Subcontractor shall provide the following transportation services (the "Services"):

☐ "Advanced Life Support" or "ALS";

☐ "Basic Life Support Service" or "BLS";

☐ "Specialty/Critical Care Transportation" or "SCT" or "CCT" or Neonatal Transports;

☒ "Wheelchair Van" non-Ambulance ground transportation provided for non-ambulatory patients;

☐ "Non-Medical Stretcher Van" non-Ambulance ground transportation provided for non-ambulatory patients;

☒ "Ambulatory Services" non-Ambulance and non-Wheelchair transportation provided to ambulatory patients; or

☐ "Other" _____

II. Service Area:

Services shall be provided in and around State of Iowa and in other locations as may be agreed upon by the parties.

III. Commencement Date

The Commencement Date referred to in Section 3 of this Agreement shall be: **January 1, 2016**

IV. Scheduling Requirements

In accordance with Section 5 of the Agreement, different or additional Subcontractor scheduling requirements shall be:

None

V. Additional Requirements

Additional Subcontractor administrative and operational requirements shall be set forth by in the Manual identified below:

Transportation Provider Manual

Access2Care

SCHEDULE "B"
RATES

The following rates are based on **One-Way** trip per each client:

Other Services	HCPC
Ambulatory • All trips - $5.00 flat fee	S0215
Wheelchair • All trips - $5.00 flat fee	S0209
Non-Medical Stretcher Van • N/A	T2005 T2009
Fixed Route Bus Pass • N/A	A0110

A2C does not pay for "No Shows", "Dry Runs" or "Deadhead" miles.

Access2Care

SCHEDULE "C"

NETWORK PROVIDER REQUIREMENTS

1.0 Transportation Provider Requirements

1.1 Transportation Provider agrees not to differentiate or discriminate in the treatment of any passenger on the basis of sex, marital status, age, race, color, national origin, ancestry, religion, disability, medical condition, veteran status, political affiliation, economical status, or sexual orientation.

1.2 Transportation Provider shall provide drivers with visible employee picture identification card, picture ID badge or uniform with name for security and identification purposes.

1.3 Transportation Providers must comply with all applicable State and Federal laws including, but not limited to, the Americans With Disabilities Act (ADA) of 1990; Federal Transit Administration (FTA) regulations (including FTA's drug and alcohol regulations); the Federal Highway Administration's drug and alcohol regulations' Rehabilitation Act of 1973, Section 504; the requirements of 42 Code of Regulations, Part 431, Subpart F; and Title VII of the Civil Rights Act of 1964.

2.0 Transportation Provider Operational Requirement

2.1 Transportation Providers must obtain and maintain current status on any and all business licenses, permits, certificates, and registrations that are required by Federal, State or local laws, rules and regulations

2.2 During normal business hours the transportation provider's must be staffed so that all calls from A2C can be answered by a "live" person, not by an answering machine or answering service.

2.2.1 If a transport happens before or after normal business hours, A2C must have a way of contacting the transportation provider / driver during those times when the office is not open.

2.3 All records must be kept in secure files for a minimum of ten (10) years and be readily accessible to A2C staff within 2 business days without additional expense to A2C.

2.4 Transportation Provider agrees to work with A2C to respond to all complaints within[Client Requirements].

2.4.1 Transportation Providers understands that not responding to complaints may result in Corrective Action.

2.5 Transportation Provider agrees to cooperate in all on-site visits of the Transportation Provider's place of business and inspection of business records and vehicles.

2.6 Transportation Provider may not solicit or accept any money from any passengers you transport for A2C.

2.7 Transportation Provider agrees to follow A2C accident and incident process.

2.7.1 Transportation Provider must report all incidents, accident and injuries occurring while the Transportation Provider is transporting any A2C passenger(s).

2.7.2 Transportation Provider must have a form to document all information about the accident/incident. This form must be approved by A2C.

2.7.3 Transportation provider must request a copy of the police report and must forward the report to A2C as soon as possible.

3.0 Driver/Attendants/Escorts Requirements

3.1 Drivers and attendants/escorts are required to wear visible identification badges or similar items so staff is easily identified as employees of your company;

3.2 All drivers /attendants/escorts must be at least 18 years of age;

3.3 All drivers must have a current valid driver's license to operate the transportation vehicle to which they are assigned;

3.4 Drivers must have no more than two chargeable accidents or two moving violations in the last three years;

3.5 Drivers must not have a driver's license suspension or revocation for moving traffic violations within the previous five years;

3.6 All drivers /attendants/escorts must have a current background checks. Current means no more than 1 year old;

3.7 All drivers /attendants/escorts cannot be on any state or federal Sex Offender Registry;

3.8 Drivers /attendants/escorts must not have been convicted of any felony crime and/or misdemeanor related to health care fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct; elder abuse; patient abuse in connection with the delivery of a health care item or service; unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; and any felony or misdemeanor conviction for child abuse, elderly abuse, domestic violence, criminal sexual conduct, drugs or weapons;

3.9 All drivers /attendants/escorts must be courteous, patient, and helpful to all passengers and be neat and clean in appearance;

3.10 Drivers /attendants/escorts shall NOT use alcohol, narcotics, medical marijuana, illegal drugs or drugs that impair ability to perform while on duty and shall NOT abuse alcohol or drugs at any time. The transportation provider shall not use drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of recipients, whether those drugs are legally prescribed or not.

3.11 All transportation providers must implement a verifiable DOT Pre-employment drug-testing program for drivers before the employee is allowed to work under this Agreement.

3.12 Drivers /attendants/escorts must not smoke while in the vehicle, or while in the presence of any A2C passenger;

3.13 Drivers must not wear any type of headphones at any time while on duty, with the exception of hands-free headsets for mobile telephones if this is the company communication device;

3.14 If a non-curbside pick-up is being made, drivers must identify themselves, show their identification and announce their presence at the entrance of the facility or residence;

3.15 Drivers must assist A2C passengers getting into and out of the vehicle and confirm that all seat belts are fastened;

3.15.1 No A2C passenger will be transported unless all passengers are buckled;

3.16 The number of persons in the vehicle, including the driver, must not exceed the vehicle manufacturer's approved seating capacity;

3.17 Drivers must ensure A2C passengers in wheelchairs are properly secured prior to departure and at all times while in transit;

3.18 Upon arrival at the destination, the vehicle should be parked or stopped so that A2C passengers do not have to cross streets to reach the entrance of their destination.

3.19 Drivers must not leave passengers unattended in the vehicle;

3.20 Drivers must not touch any recipient except as appropriate and necessary to assist the A2C passengers into or out of the vehicle, into a seat, to secure the seat belt, or to render first aid or assistance for which the driver has been trained.

3.21 Drivers /attendants/escorts are expected to follow company and broker guidelines for HIPAA compliance by keeping all A2C passengers protected health information (PHI) confidential. It should not be visible to other recipients/passengers, and drivers must not discuss this information with anyone who is not involved with the recipient's treatment or connected health care services.

4.0 Required Training

4.1 A2C requires and is willing to assist transportation providers with establishing an on-going training program that includes at a minimum:

- **4.1.1** Passenger Assistance Training (PAT);
- **4.1.2** Defensive driving;
- **4.1.3** CPR and basic first aid;
- **4.1.4** HIPAA Compliance.

4.2 Transportation providers must maintain sign in sheets or logs of all training provided to all drivers /attendants/escorts . These logs must be included in the staff files and available for review by A2C.

5.0 Vehicle Requirements

5.1 All vehicles must pass A2C inspection prior to transporting Medicaid recipients.

5.2 All vehicles used to transport passengers will be inspected annually.

5.3 All vehicles must be equipped with adequate and functioning heating and air-conditioning systems.

- **5.3.1** Functionality must be defined by temperature readings from the rear of the vehicle, achieving air conditioning to 68 degrees and heating to 72 degrees.

5.4 All vehicles shall have functioning, clean and accessible seat belts for each passenger seat position.

5.5 Seat belts must be stored off the floor when not in use.

5.6 Each vehicle must have at least two (2) functional seat belt extensions available.

5.7 Each vehicle must be equipped with at least one seat belt cutter within easy reach of the driver.

5.8 All vehicles must have an accurate speedometer and odometer.

5.9 All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.

5.10 All vehicles must be equipped with an interior mirror for monitoring the passenger compartment.

5.11 The exterior of the vehicle must be

- **5.11.1** clean;

5.11.2 free of broken mirrors or windows;

5.11.3 excessive grime,

5.11.4 have no major dents or paint damage that detract from the overall appearance of the vehicle.

5.12 The interior of the vehicle must be

5.12.1 clean;

5.12.2 free from torn upholstery;

5.12.3 floor or ceiling covering;

5.12.4 free from damaged or broken seats;

5.12.5 free from protruding sharp edges;.

5.12.6 must also be free of dirt, oil, grease and litter.

5.13 Vehicles will be free of hazardous debris or unsecured items and will be operated within the manufacturers safe operating standards at all times.

5.14 All vehicles shall have the transportation provider's name, vehicle number, and the vendor's toll free and local phone number prominently placed within the interior of each vehicle.

5.15 The vehicle license number, the A2C's transportation scheduling toll-free phone number and a local phone number for the broker must be prominently displayed on the interior of each vehicle.

5.16 Smoking is prohibited in all vehicles at all times.

5.17 All vehicles must have the following signs posted in all vehicle interiors, easily visible to the passengers:

5.17.1 "NO SMOKING"

5.17.2 "ALL PASSENGERS MUST USE SEAT BELTS

5.18 Vehicles must carry an information packet containing vehicle registration, insurance card, and accident procedures and forms.

5.19 Vehicles must be equipped with a first aid kit.

5.20 Each vehicle shall contain a current map of the applicable State(s) with sufficient detail to locate recipients and medical providers.

5.21 Vehicles must be equipped with a "spill kit" including: liquid spill absorbent, latex gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.

5.22 Non-compliance: Any vehicle or driver found out of compliance with any of these requirements or any State or Federal regulations must be removed from service immediately.

5.23 Wheelchair/Stretcher Vehicles

5.23.1 When a Transportation Provider utilizes a high profile/tall vehicle to transport A2C passengers that has greater ground clearance than an average-sized sedan, Transportation Provider must provide a sturdy, non-skid, stepping aid to assist the passenger in entering and exiting the vehicle. This stepping aid must be capable of safely supporting 300 pounds, must be no higher than twelve inches (12") above the

ground, with a nonskid top surface not less than eight inches by twelve inches (8" x 12").

5.23.2 For all vehicles used for paralift operations, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of ramp, shall be a minimum of 56 inches, or such other distance as may be required by ADA or other federal or state laws or regulations.

5.23.3 All wheelchair lifts must have a design load of at least 600 pounds.

5.23.4 All ramps used for the loading and unloading of passengers must meet ADA Accessibility Guidelines.

5.23.5 All tie-downs or other securement devices used for paralift operations must meet the ADA Accessibility Guidelines.

6.0 Vehicle Maintenance

6.1 Network transportation providers must have a comprehensive Preventive Maintenance (PM) program for all vehicles and equipment used for members.

6.2 The required maintenance program will include:

6.2.1 Inspected and serviced in accordance with manufacturer recommendations

6.2.2 A vehicle maintenance file for each vehicle that includes records of all maintenance actions, including but not limited to:

6.2.3 Servicing,

6.2.4 Preventive maintenance inspections,

6.2.5 Repairs,

6.2.6 Brake adjustments,

6.2.7 Any bodywork,

6.2.8 Documentation of vehicle inspection,

6.2.9 Repair and replacement of associated equipment, such as radios.

6.2.10 Records of inspections conducted by an entity with jurisdiction, if applicable and certification that the vehicle passed inspection.

6.3 Providers should be able to demonstrate documented operational and safety checks (pre-and post-trip inspection) at the beginning of each workday. These include a check of:

6.3.1 Tires,

6.3.2 Brakes,

6.3.3 Lights,

6.3.4 Horn,

6.3.5 Fluids,

6.3.6 Wipers,

6.3.7 Climate control devices,

6.3.8 Seat belts,

6.3.9 Safety equipment,

6.3.10 Vehicle damage.

6.3.11 Documentation of maintenance actions will include the date and mileage.

6.4 These records must be stored for a period of at least 10 years and must be made available to A2C for inspection as requested.

7.0 Insurance Requirements

7.1 Insurance coverage for all vehicles must be in force at all times during the contract period in accordance with state and local regulations and contract requirements.

7.2 In compliance with A2C and our client's requirements, all vehicles shall have a minimum of $500,000 combined single limit insurance coverage for vehicles at all times during the contract period.

7.3 Transportation Provider must supply up-to-date copies of all insurance certificates to A2C before they expire. Transportation provider understands that if current copies are not on file with A2C the provider will be suspended and no trips will be assigned.

8.0 Trip Log Requirements

8.1 All transportation providers must require each driver to maintain a daily trip log for each trip.

8.2 The Daily trip log must capture at the minimum the items below.

8.2.1 Date of service,

8.2.2 Driver's name,

8.2.3 Driver's signature,

8.2.4 Recipient's name,

8.2.5 Recipient's signature,

8.2.6 Escort full name (if applicable),

8.2.7 Escort signature (if applicable),

8.2.8 Vehicle ID number,

8.2.9 Each authorized recipient's scheduled and actual pick up time,

8.2.10 Recipient no-show indicator,

8.2.11 Each authorized recipient's scheduled and actual drop off time,

8.2.12 Actual service level per trip provided,

8.2.13 Mileage for each leg of trip.

8.3 All of the above information must be included on the trip or the provider will not receive payment for the trip. Providers can use the sample form included in their Transportation Provider manual or any other form as long as it meets the requirements above.

8.4 Signatures – each trip log must have a recipient signature.

8.4.1 If a recipient refuses to sign the driver log for any reason, the driver may sign the log with "RECIPIENT REFUSED TO SIGN".

8.4.2 This method is only acceptable if the recipient has been asked to sign the document and has verbally refused.

8.4.3 Driver should notate the reason the recipient is refusing to sign the trip log.

8.4.4 Transportation provider must contact the A2C call center so a "claims note" can be added to the recipients record.

8.4.5 Trip logs with this notation will be flagged for an audit so that A2C to provide education to the recipient.

8.4.6 If recipient is medically unable to sign the driver log, the driver must attempt to get a signature from one or any the following:

8.4.6.1 Medical facility staff,

8.4.6.2 Escort or attendant,

8.4.6.3 Family recipient.

8.4.7 If a driver exhausts all options to unable to obtain a signature from any acceptable source, the driver may sign the log with "PUTS" patient unable to sign.

8.4.8 This method of signature is only acceptable if the driver has attempted to gather other approved signatures.

8.5 Trip logs with this in the signature line will automatically be flagged for an audit.

8.6 Transportation provider is required to send in all trip documentation with the invoice before any payment will be made for these trips.

8.7 Transportation provider must contact the A2C call center so a "claims note" can be added to the recipients record.

9.0 Transportation Provider Performance Standards

9.1.1 On Time Performance Standards:

9.1.1.1 Arrival within fifteen (15) minutes of recipients scheduled pick up time 95% of the time

9.1.1.2 Return trip within sixty (60) minutes of notification for "will call" trips

9.1.2 Provider No-Show Standard:

9.1.2.1 Provider must maintain a 99.5% monthly compliance

9.1.2.2 Includes: provider arrives late causing a recipient to miss their appointment.

9.1.3 Complaint Ratio Standard:

9.1.3.1 Complaint free trips to be no less than 99%

9.1.4 Provider Equipment Standard:

9.1.4.1 Transportation providers will maintain their vehicles within the guidelines described in the Transportation Provider Manual

9.1.4.2 No more than three (3) complaints within a month

9.1.4.3 Unmarked Vehicles Standard

9.1.4.4 No more than one (1) complaint

10.0 Trip Assignment Requirements

10.1 **Web Portals:** A2C prefers all transportation providers have Internet access to enable use of the A2C web portal for efficient trip assignment and claims processing. We send trip requests to transportation providers directly via the A2C system. Transportation providers will be assigned trips based on the following:

10.1.1 Level of need of the passenger (appropriate mode assignment)

10.1.2 Lowest cost / highest quality provider

10.2 You must check your trip assignments nightly and accept/reject the trips within 24 hours of assignment.

10.3 When you accept a trip, you have made a commitment to perform the transport.

10.3.1 If you do not accept a trip the trip will be removed from your schedule and assigned to another provider.

10.4 A2C will assign every trip an authorization number. Trips performed without prior authorization from A2C will not receive payment.

10.5 Always verify your accepted trips directly with the recipients within 24 hours in advance of the appointment time to ensure no changes have occurred such as a canceled appointment or altered appointment time. The trip manifest includes the member's contact number.

10.6 You must re-confirms the pick-up with the recipient twenty-four (24) hours ahead of the scheduled medical appointment to reduce the possibility of a no-show.

10.7 You must wait at least ten (10) minutes after the scheduled pick-up time before "no-showing" the recipient at the pick-up location.

10.8 You must immediately inform A2C of any breakdown, accident or incident as well as any other problems that might cause a delay of more than fifteen (15) minutes in the trip.

10.9 At times A2C may authorize the transportation provider the ability to negotiate pick-up and drop-off time to maximize multi-loading opportunities.

10.10 At no time is the member allowed to remain in the vehicle greater than one (1) hour longer than average of the time for direct transport.

10.11 All transportation providers are required to have a working fax machine to be used as a back-up for trip scheduling.

10.12 **Faxed request:** A2C can assign transports on a temporary basis via fax or telephone until Internet access is established. We will make longer term accommodations for providers who do not have Internet access in their areas.

10.13 For transportation providers without Internet access due to their remote location or for those providers awaiting Internet installation, we have designed efficient processes for trip management and claims reconciliation. Instead of Internet access, this process requires a working facsimile (fax) machine.