

Heart of Iowa Regional Transit Agency HIRTA Public Transit

Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties

Agenda

Zoom Meeting: +1 312 626 6799 US (Chicago)

ID: 892 8108 5757 Password: 627357

Lisa Heddens, Board Chair, presiding

HIRTA July Board Meeting - AMENDED AGENDA

Thursday, 07/24/2025 at 9:00 a.m.

1. HIRTA Board Meeting Call to order

- 2. Roll call of members
- 3. Public comment
- 4. Minutes
 - A. June 26, 2025
- 5. Financial report to receive and file June (June/Yearend report not ready)
- 6. Action Items
 - A. Health Connector ISU Contract Extension (Exhibit 1)
 - Consider Approval of Health Connector ISU Contract Extension
 - B. ICAM Contract (Exhibit 2)
 - Consider Approval of ICAM Contract
 - C. Reviewed Policies (Exhibit 3)

Consider Approval of Revised D&A Policy per federal updates

- Drug and Alcohol Policy
- D. FY26 STA Contract (Exhibit 4)
 - Consider Approval of STA FY26 Contract
- E. **FY26 UWCI FY26 Agreement** (Exhibit 5)
 - Consider Approval of United Way of Central Iowa (UWCI) FY26 Contract
- F. Story County (FY26 Asset) Contract Amendment (Exhibit 6)
 - Consider Approval of Story County FY26 Asset Contract Amendment
- 7. Discussion / Informational Items
 - A. None
- 8. Reports to the Board
 - A. CIRTPA Regional Planning Agency Director: Andrew Collings
 - B. HIRTA CEO: Julia Castillo
- 9. Other business
- **10. Next meeting:** 8/28/2025
- 11. Adjourn

CHAIR Lisa Heddens Story County

VICE CHAIR Diane Fitch Madison County

TREASURER

Scott Longhorn
Boone County

BOARD MEMBERS

Kim Chapman Dallas County

Doug Cupples *Jasper County*

Steve McCombs *Marion County*

Brian Arnold Warren County

CHIEF EXECUTIVE OFFICER

Julia Castillo

CHIEF OPERATING OFFICER
Brooke Ramsey

The Heart of Iowa Regional Transit Agency (HIRTA) Board of Director meetings are open to all individuals regardless of disability. Any person requiring a reasonable accommodation to participate HIRTA at (515) 309-9283 at least two business days prior to the Meeting.

Meeting Minutes

Heart of Iowa Regional Transit Agency

June 26, 2025

1. Call to Order: Chair, Lisa Heddens, called meeting to order at 9:00AM

2. Roll Call:

Present: Lisa Heddens, Diane Fitch, Scott Longhorn, Kim Chapman, Steve McCombs

Employees: Brooke Ramsey, HIRTA Chief Operations Officer; Andrew Collings,

CIRTPA Director

Absent: Doug Cupples, Brian Arnold, Julia Castillo

3. Board Meeting Agenda: Motion by Scott Longhorn to approve board agenda, seconded by Diane Fitch. Motion unanimously carried.

4. Public Comment: None

5. Public Hearing:

- A. Public Hearing for HIRTA Facility Equity Analysis: Motion by Diane Fitch to open public hearing for comment on Facility Draft Equity Analysis, seconded by Scott Longhorn. Motion unanimously carried. No comments received. Motion by Scott Longhorn to close public hearing, seconded by Diane Fitch. Motion unanimously carried.
- B. Public Hearing for Proposed Fare Increase: Motion by Diane Fitch to open public hearing for comment on Proposed Fare Increase, seconded by Scott Longhorn. No comments received. Motion by Scott Longhorn to close public hearing, seconded by Diane Fitch. Motion unanimously carried.
- **6. Minutes:** Motion by Steve McCombs to approve April 14th 2025 Special Session and May 22nd 2025 minutes, seconded by Scott Longhorn. Motion unanimously carried.
- **7. Financial Report:** Motion by Diane Fitch to receive and file May 2025 report, seconded by Steve McCombs. Motion unanimously carried.
- 8. Action Items:
 - A. **Approval of Proposed Fare Increases:** Motion by Scott Longhorn to approve fare increase to \$3 within town and \$6 within county, seconded by Diane Fitch. Motion unanimously carried.
 - B. **Approval of FY2026 Budget:** Motion by Scott Longhorn to approve FY2026 Budget, seconded by Steve McCombs. Motion unanimously carried.

- C. **Reviewed Policies:** Motion by Scott Longhorn to approve the following revised polices: Accounting Policy; Service Reduction and Fare Increase; and Bylaws, seconded by Diane Fitch. Motion unanimously carried.
- D. **FY2026 United Way of Story County Partner Agreement:** Motion by Steve McCombs to approve FY2026 UWSC Partner Agreement, seconded by Diane Fitch. Motion unanimously carried.
- E. Resolution Authorizing Brooke Ramsey as Signatory for Iowa Department of Transportation in Julia Castillo's Absence: Motion by Scott Longhorn to approve resolution authorizing Brooke Ramsey as signatory for Iowa D.O.T. in Julia Castillo's absence, seconded by Diane Fitch. Motion unanimously carried.
- F. **Funding Agreement with City of Newton:** Motion by Steve McCombs to approve FY2026 Funding Agreement with City of Newton, seconded by Scott Longhorn. Motion unanimously carried.
- G. Approve Access2Care Rate Amendment and Authorize Chief Operations Officer as Signer: Motion by Diane Fitch to approve Access2Care rate amendment and approve HIRTA COO as signer, seconded by Steve McCombs. Motion unanimously carried.
- H. **Acknowledgement of Treasurer Added as Signer:** Motion by Steve McCombs to acknowledge Board Treasurer as being added as Signatory on United Bank of Iowa Investment Account, seconded Diane Fitch. Motion unanimously carried.

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Sponsored Research Agreement ISU AWD-026186 Amendment No. 2

ISU:	SPONSOR:
lowa State University of Science and Technology	Heart of Iowa Regional Transit Agency (HIRTA)
SU Principal Investigator: Shauna Hallmark	Key Contact: Brooke Ramsey
Project Title ("Project"): Complete Trip – ITS4US Deployment Hea	lth Connector
Revised Period of Performance ("Period of Performance"): Start Date ("Start Date"): 08/15/2022 End Date	("End Date"): 03/31/2026
Amount Funded This Action: \$0	Total Funds Obligated to Date: \$382,500
This Amendment revises the above	inal Terms and Conditions ve-referenced Agreement as follows:
No Cost Extension	
This is a No Cost extension. The sponsored Research	Agreement End Date is hereby extended through March 31, 2026.
All other terms and conditions of this Subcon	tract Agreement remain in full force and effect.
By an Authorized Official of ISU:	By an Authorized Official of SPONSOR:
Signature	Signature
Name:	Name:
Title:	Title:

Date:

Date:

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IOWA DEPARTMENT OF TRANSPORTATION
Modal Transportation Bureau
Public Transit Section
Matthew Oetker
800 Lincoln Way
Ames, IA 50010
515-239-1765
matthew.oetker@iowadot.us
www.iowadot.gov

June 27, 2025

Brooke Ramsey, Chief Operating Officer Heart of Iowa Regional Transit Agency 2824 104th Street Urbandale, IA 50322

Re: On-Demand and Flex Connect Funding

Contract No. 00008717

Dear Ms. Ramsey:

Attached is the Section 5310 On-Demand and Flex Connect Public Transit Services contract that is for upgrading on-demand scheduling software, purchase 12 new hybrid-electric vehicles, and hire a mobility manager. This Agreement must be signed and dated by the transit system's designated signatory and submitted to Seamless Documents within 60 days of the date of this notification. The contract will then be forwarded to the lowa DOT for signature, and you will receive a fully executed contract after that

Please note that the new Master agreement is in effect for this contract and Part II will be updated soon.

Be aware that Part II of this Agreement, and the appendices referenced in Part II apply to the contract. These references may be found on the Iowa DOT website at https://iowadot.gov/transit/Funding-programs-and-applications/joint-participation-agreement-attachments.

Please contact me with any questions or concerns.

Sincerely,

Matthew Oetker

eSigned via GovOS.com

Matthew J. Oetker

Transit Programs Administrator Modal Transportation Bureau Agreement Number: IA-2025-020-01-00-SFY25 Accounting Contract Number: 00008717

UEI: EY6CSJBGGM25

TRANSIT JOINT PARTICIPATION AGREEMENT TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA)

EHANCHED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROJECT [CFDA 20.513]

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 49 U.S.C. 5310 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **Heart of Iowa Regional Transit Agency (Region 11)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Grant IA-2025-020-01-00 (FTA executed June 9, 2025) includes the project detailed below, programmed for the AGENCY:

Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1. Expansion Toyota Sienna Minivan	11.13.15	\$ 22,898	80%
2. Expansion Toyota Sienna Minivan	11.13.15	\$ 22,898	80%
3. Expansion Toyota Sienna Minivan	11.13.15	\$ 22,898	80%
4. Expansion Toyota Sienna Minivan	11.13.15	\$ 22,898	80%
5. Expansion Toyota Sienna Minivan	11.13.15	\$ 22,898	80%
6. Expansion Toyota Sienna Minivan	11.13.15	\$ 22,898	80%
7. Expansion Toyota Camry Sedan	11.13.16	\$ 22,898	80%
8. Expansion Toyota Camry Sedan	11.13.16	\$ 22,898	80%
9. Expansion Toyota Camry Sedan	11.13.16	\$ 22,898	80%
10. Expansion Toyota Camry Sedan	11.13.16	\$ 22,898	80%
11. Expansion Toyota Camry Sedan	11.13.16	\$ 22,898	80%
12. Expansion Toyota Camry Sedan	11.13.16	\$ 22,898	80%
13. Scheduling Software	11.42.08	\$106,320	80%
14. Mobility Manager	11.7L.00	\$ 60,000	80%
	Total Federal Ceiling:	\$ 441,096	

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (https://iowadot.gov/transit/Funding-programs-and-applications/joint-participation-agreement-attachments).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

THIS AGREEMENT TO BE IN EFFECT from **July 1, 2022,** through **June 30, 2027**. (Any project element not obligated twelve months prior to the original expiration date of this AGREEMENT will be forfeited, unless prior written approval of other arrangement(s) is received from the DEPARTMENT).

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

Brooke Ramsey, Chief Operating Officer Heart of Iowa Regional Transit Agency

Date: 06-30-2025

For the DEPARTMENT:

eSigned via GovOS.com

Tamara Vicholson

Key: d2d1c1db-a33d-4e53-9ad1-81650de/62d03

Tamara Nicholson, Director

Modal Transportation Bureau Iowa Department of Transportation

Date: 07-03-2025

Exhibit 3 Exhibit 3 Exhibit 3

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Heart of Iowa Regional Transit Agency

Drug and Alcohol Policy

Effective as of 07/24/2025

Adopted by: HIRTA BOARD of Directors

Date Adopted: [10/08/2018]

Last Revised: [07/24/2025]

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I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect Heart of Iowa Regional Transit Agency's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All Heart of Iowa Regional Transit Agency employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify Heart of Iowa Regional Transit Agency's Designated Employer Representative in writing no later than five days after such conviction.

Employees must abide by the terms of this policy as a condition of employment.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per Heart of Iowa Regional Transit Agency policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be terminated from employment.

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Heart of Iowa Regional Transit Agency has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Heart of Iowa Regional Transit Agency using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident <u>not</u> involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Heart of Iowa Regional Transit Agency using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If a Pre-Employment test results in a negative dilute test result, Heart of Iowa Regional Transit Agency will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Pre-Employment test, Heart of Iowa Regional Transit Agency will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Heart of Iowa Regional Transit Agency guarantees that the split specimen test will be conducted in a timely fashion. The Heart of Iowa Regional Transit Agency will ensure that the cost for the split specimen is covered in order for a timely analysis of the sample, however, the employee is responsible for reimbursing HIRTA the cost of any split sample test that reconfirms the original test.

Oral Fluid Test

All oral fluid collections are directly observed because they are always collected in front of the collector. As the employer, HIRTA retains the right to choose the collection methodology for all DOT-mandated drug and alcohol tests, including subsequent collections following shy bladder, dry mouth or other tests requiring a directly observed collection. Upon availability of approved oral fluid testing, HIRTA will utilize this testing method for all applicable testing reasons. HIRTA will notify all safety sensitive employees of any changes to collection procedures or implementation of new testing methodologies.

7. Test Refusals

As a covered employee, you have refused to test if you:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Heart of Iowa Regional Transit Agency.

- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has <u>not</u> refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a preemployment test has <u>not</u> refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or Heart of Iowa Regional Transit Agency.
- (7) Fail to undergo a medical evaluation as required by the MRO or Heart of Iowa Regional Transit Agency's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Heart of Iowa Regional Transit Agency, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Heart of Iowa Regional Transit Agency's Designated Employer Representative. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about the Heart of Iowa Regional Transit Agency's anti-drug and alcohol misuse program, contact Brooke Ramsey, Designated Employer Representative bramsey@ridehirta.com 515-309-9282

Title/Provider	Name/Address/Phone
Program Manager	Julia Castillo, Chief Executive Officer (CEO) 2824 104 th Street Urbandale, IA 50322 515-309-9281
Designated Employer Representative	Brooke Ramsey, Chief Operations Officer (COO) 2824 104 th Street Urbandale, IA 50322 515-309-9282
Substance Abuse Professional (SAP)	Employee and Family Resources Insurance Exchange Bldg. 505 5th Ave., Suite 600, Des Moines, IA. 50309
Medical Review Officers	Dr Phillip Lopez doctorphilngood@gmail.com a/o January 2020
National Hotline and Help Lines	National Cocaine Hotline: 1-800-COCAINE American Council on Alcoholism Help Line: 1-800-527-5344 National Institute on Drug Abuse Hot Line: 1-800-662 HELP Alcoholics Anonymous: 212-686-1100

Attachment A: Covered Positions

Title/Provider	Testing Authority
Driver	Federal Transit Authority

Exhibit 4 Exhibit 4

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Agreement Number: STA-FORM-110-SFY26

UEI: EY6CSJBGGM25

Date:

TRANSIT JOINT PARTICIPATION AGREEMENT TO IMPLEMENT A STATE TRANSIT ASSISTANCE (STA) FORMULA PROJECT

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) is authorized under Chapter 324A of the Code of Iowa to provide State Transit Assistance to Iowa's public transit systems, and

WHEREAS, the Heart of Iowa Regional Transit Agency (Region 11) (hereinafter called the AGENCY) has been duly de

designated as a public transit system by local officials, in accordan		n de la companya del companya de la companya de la companya del companya de la companya del la companya del la companya de la
WHEREAS, the DEPARTMENT has approved funding for the AC	GENCY as described be	low:
Description of Project Element	% of Available STA	Estimated Formula Allocation
 Formula Support of Public Transit Services (may be used for any operating or capital expenses required for support of AGENCY'S public transit services) 	2.10 %	\$407,031
NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY with implementation of the above-described project, subject to established by the DEPARTMENT and which are docume https://iowadot.gov/transit/Funding-programs-and-applications/jo	such policies, procedurented in Part II of (es and conditions as have been this AGREEMENT (found at
BE IT FURTHER AGREED THAT THE DEPARTMENT shall acfunds to the AGENCY for support of eligible costs to be incurred,		
THIS AGREEMENT TO BE IN EFFECT from July 1, 2025, thro	ugh June 3 0, 2026 .	
IN WITNESS WHEREOF, the parties hereunto have caused this thereunto duly authorized as of the dates below indicated, in representations herein.		
For The AGENCY:	For the DEPAR'	TMENT:
Julia Castillo, Executive Director	Tamara Nichols	5
Heart of Iowa Regional Transit Agency	Modal Transpor	tation Bureau

Iowa Department of Transportation

Date:

Exhibit 5 Exhibit 5

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I. PURPOSE



This agreement is to invest in programs with strategies that align with UWCI's mission to improve lives by uniting the caring power of our community. In Health & Well-Being, UWCI is working toward the following result: Central lowans have physical and mental well-being.

This investment addresses HWB1: Reduce barriers to accessing regular, quality, culturally appropriate physical and mental health care.

II. COMMUNITY IMPACT PARTNER INFORMATION

Executive: Julia Castillo
Organization: Heart of Transit
Address: 2824 104th Street

Urbandale, IA 50322

Email: jcastillo@heartoftransit.com

Phone: 515-309-9282

III. INVESTMENT TERMS

A. Project: Transportation B. Amount: \$30,000.00

C. Period: **12 months**, July 1, 2025 - June 30, 2026

IV. INVESTMENT PROVISIONS

- A. A payment of \$2,500.00 will be disbursed by the 15th day of each month.
- B. Community Impact Partner shall use the full amount of investment funds exclusively for the purposes set forth in the FY26 Application for Funding.
- C. If Community Impact Partner experiences a meaningful change in the Project as described in the FY26 Application for Funding, Community Impact Partner shall notify UWCI immediately and request an amendment as explained in Section VIII.
- D. All funds provided under this Agreement are transferred unconditionally upon disbursement. Disbursed funds must be used exclusively for the purposes described in the FY26 Application for Funding. Community Impact Partner agrees to notify UWCI by April 30th, 2026, if any portion of the funds is expected to remain unused by the end of the investment period (June 30th, 2026).
 - Community Impact Partner further agrees to work in good faith to use, as agreed upon herein, or return any unspent funds by September 30th, 2026. The use of disbursed funds for purposes other than those agreed upon is prohibited and considered a breach of this agreement.
- E. Payment will be withheld, or other consequences imposed, if reporting or other information deadlines are not met. Payments may also be withheld for agreement contingencies as explained in Section VII.
- F. The above investment is contingent upon adequate funds being available for this purpose from United Way through funding sources including the United Way Campaign.

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V. DISBURSEMENT CONDITIONS

Each of the following conditions shall be met or UWCI will withhold funding to Community Impact Partner:

- A. This Agreement shall be properly executed and returned to UWCI no later than July 31, 2025.
- B. Community Impact Partner shall submit the following documents to UWCI no later than July 31, 2025:
 - 1. Current list of Community Impact Partner's board of directors with contact information in Foundant.
 - 2. Signed copy of the UWCI Equity Policy.
 - 3. Signed copy of the UWCI Anti-Terrorism Policy.
 - 4. Form "W-9, Request for taxpayer identification and certification."
 - 5. "Certificate of Existence" issued by the Iowa Secretary of State as of the prior calendar year or later.

VI. REPORTS

Community Impact Partner shall provide data and information about the Project to UWCI at the frequency and format as requested. Community Impact Partner shall ensure all data provided to UWCI is accurate and verifiable.

- A. Performance Measures

 Community Impact Partner will report on mutually agreed upon performance measures.

 Performance measures are considered part of this Agreement. Community Impact Partner shall report performance measures by July 31, 2026 in Scorecard, made available by UWCI.
- B. Demographics
 - 1. Community Impact Partner shall submit Project demographic data by July 31, 2026, in Foundant, made available by UWCI. Demographic data include the following: age, gender, race, ethnicity, criminal history, highest education level completed, household annual income, U.S. Veteran status, and zip code.
 - 2. UWCI may waive part or all of this requirement at its sole discretion at the request of the Community Impact Partner. Such waiver must be evidenced and agreed to in writing by UWCI to be effective and relied upon for purposes of this section.
- C. Community Impact Partner will submit a year-end financial summary of funds spent under this agreement by July 31, 2026. The report should outline how the disbursed funds were used in alignment with the purposes specified in the FY26 application for funding. Community Impact Partner also agrees to supply additional financial information reasonably requested by UWCI.

VII. CONTINGENCIES

A. Contingencies are defined as serious issues about one or more of the Community Impact Partner's programs, capacity to deliver results, or conduct with UWCI and its representatives.



- B. Upon a finding of contingencies by UWCI, UWCI may withhold funds until Community Impact Partner submits a plan of action detailing the resolution of the contingencies and how to avoid those contingencies in the future.
- C. This Agreement may be amended to reflect any contingencies or the resolution thereof.

VIII. AMENDMENT

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be amended except as provided below:

- A. This Agreement may be amended with the prior written approval of UWCI. This includes changes to the Project as detailed in the FY26 application.
- B. UWCI will consider whether an amendment request is so substantial as to necessitate reevaluating the original investment decision. UWCI will deny an amendment request if it substantially alters the circumstances under which the Project was originally approved or if it does not advance UWCI's community goals outlined in United to Thrive.
- C. An Amendment must be evidenced by a mutually signed amendment to this agreement to become effective.
- D. Community Impact Partner may request an amendment by contacting Erin Davison-Rippey at 515-246-6518 or erin.davison-rippey@unitedwaydm.org. Amendments may include programmatic or personnel changes.

IX. REPRESENTATIONS AND WARRANTIES OF COMMUNITY IMPACT PARTNER

To induce UWCI to make the investment referred to in this Agreement, Community Impact Partner represents, covenants, and warrants that:

- A. Community Impact Partner is incorporated in the State of Iowa as a non-profit corporation and designated by the IRS as a 501(c)(3) organization; or is a health and human services related local, state, or federal government agency; or has a fiscal agent that meets either of these requirements.
- B. All financial statements and related materials submitted to UWCI concerning Community Impact Partner are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.
- C. Community Impact Partner has submitted all required financial documentation as was communicated through the FY26 Application Process.
- D. Community Impact Partner will timely respond to UWCl's requests for data within the areas of Early Childhood Success, Education Success, Essential Needs, Economic Opportunity, and Health & Well-Being.
- E. Community Impact Partner will acknowledge UWCl's investment in all promotional materials created for the Project, including displaying the United Way of Central Iowa logo in online and print communications and social media. Community Impact Partner will follow UWCl's logo and brand guidelines available at http://www.unitedwaydm.org/resources.
- F. Community Impact Partner will participate in UWCI agency partner meetings, agency directors' meetings, and any other meetings required by UWCI for its funded partners.



G. Community Impact Partner will support and promote 211 Iowa by providing updated and accurate information to 211 staff about Community Impact Partner programming, displaying 211 Iowa marketing material within its program space, and referring individuals to 211 Iowa as appropriate.

X. DONOR-DIRECTED CONTRIBUTIONS

- A. Community Impact Partner acknowledges the following responsibilities related to donor-directed contributions:
 - 1. Community Impact Partner will demonstrate good faith partnership practices.
 - 2. Community Impact Partner agrees to run a United Way campaign and will allow UWCI staff to present information and encourage unrestricted support for the 5 Elements of a Thriving Community.
 - 3. Community Impact Partner will verify and thank donors for their contribution(s) based on donor information provided by UWCI.
 - 4. Community Impact Partner shall not communicate or distribute information that encourages individuals to direct a contribution to itself through UWCI. This includes both workplace and public campaigns.
- B. If Community Impact Partner violates any of the above, UWCI may impose the following sanctions:
 - 1. First violation: a written warning and requirement to cease or correct the infraction(s).
 - 2. Second violation: an investment reduction that totals 50% of the value of total donor-directed contributions, with reinstatement no sooner than 12 months after the violation(s).
 - 3. Third violation: an investment reduction that totals the full value of total donor-directed contributions, with reinstatement no sooner than 12 months after the violation(s).

XI. INDEMNIFICATION

Community Impact Partner shall indemnify, defend, and hold harmless UWCI, its board of directors, employees, and agents from and against all damages, losses, claims, judgments, and expenses, including attorney fees, arising out of or resulting from the Project, any action or failure to act of the Community Impact Partner, its board of directors, employees, agents, or subcontractors, or any services provided by the Community Impact Partner, its employees, agents, or subcontractors.

XII. TERMINATION

- A. This agreement may be terminated without cause by any party upon thirty days written notice.
- B. UWCI reserves the right to terminate the relationship created by this agreement without advance notice in the event the Community Impact Partner breaches the contract terms and conditions outlined in this agreement.



- C. Expenditures of funds for purposes other than those agreed upon shall constitute a material breach. Failure to fully spend all disbursed funds, in the absence of misuse, shall not be considered a breach of this Agreement.
- D. If this agreement ends early for any reason, all unused funds must be returned to UWCI within thirty days of the early termination of the agreement.

XIII. NOTICE

All written notices about this Agreement shall be delivered to the attention of **Julia Castillo** at Heart of Transit and **Erin Davison-Rippey** and **John Soener** at United Way of Central Iowa.

XIV. ORDER OF PRIORITY

In the event of a conflict between documents, the following order of priority shall be applied:

- A. This Investment Agreement
- B. FY26 Application for Funding

XV. SIGNATURES

Community Impact Partner and UWCI understand and agree to the conditions and requirements as detailed in this Agreement. Failure to comply with this Agreement may result in withholding funding or termination of this Agreement.

	Julia Castillo	
Community Impact Partner Executive	Print Name	Date
Community Impact Partner Board Representative	Print Name	 Date
Anne-Lyse Badou-James UWCI Chief Operating Officer	Date	_

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Appeal Process for UWCI Funded Partners



In January 2021, United Way of Central Iowa (UWCI) launched its new strategic imperative – UNITED to THRIVE. UNITED to THRIVE was developed based on community-level data analysis and significant community input. Five integrated elements of a thriving community embody this strategic imperative including Essential Needs, Early Childhood Success, Education Success, Economic Opportunity and Health & Well-Being with Equity at the center. Cabinets made up of community leaders and volunteers help guide and shape our work related to strategy, investment, and policy. These groups of volunteers participate and provide thoughtful input during the investment process and determine funding recommendations for all programs funded by UWCI. Following the investment reviews, the funding decisions are approved by the UWCI Executive Committee and UWCI Board of Directors prior to agency notification. After funding decisions are conveyed to an agency, there is an opportunity for appeal, provided certain appeal criteria are met. This process is described below.

For Fiscal Year 2025-2026, with investment contracts issued no earlier than July 1, 2025 under the UNITED to THRIVE framework

- I. The appeal guidelines are as follows:
 - a) An agency may appeal an action involving an investment, probation, funding termination, or suspension, *only* if there was a factual error in their submission in which they need to make the investment body aware.
 - b) The amount of funding for a program, dissatisfaction with the denial of funding, term of contract, or the use of quarterly investment agreements with monthly payments, *are not* a valid ground for appeal.
 - c) An agency *may not* appeal if the agency failed to submit accurate data or reports by deadline(s) and/or current financial reports as requested.
 - d) An agency *may not* appeal if the program they submitted a proposal for was not funded in the prior fiscal year. New programs are *not eligible* for appeal.
- II. For an agency to appeal, the agency must complete the following steps:
 - a) Submit a written statement, by email, to the UWCI President at mary.sellers@unitedwaydm.org, within ten (10) calendar days of receiving notice from UWCI.
 - b) The appeal statement should include the following, limited to three (3) pages in length, including additional, related documentation:
 - identification of the agency and program for which review is sought
 - statement or reason for appeal (as outlined in section I.a)
 - rationale and supporting data for the appeal (as outlined in section I.a)
 - c) The appeal statement must be signed by the agency CEO/Executive Director and provide evidence that the appeal statement was discussed and approved by the agency's board, including signature of the board chair or board chair designee.
- III. If appeal is considered valid:
 - a) The appeal review shall be held by a UWCI volunteer subcommittee by August 8, 2025.
 - The UWCI President or Cabinet Chair shall name three (3) individuals to comprise the appeal review subcommittee.
 - Individuals assigned should be members of the appropriate Cabinet, and/or United Way Board members.
 - The Cabinet Chair or President will serve as an ex-officio member of the appeal review subcommittee.
 - b) After the subcommittee reviews the written appeal statement, the subcommittee may also request additional information from the agency to be provided in person, virtually or in writing.
 - c) The UWCI appeal review subcommittee shall determine and develop a recommendation to be reviewed by the UWCI Executive Committee, which will render the final decision.
 - d) A final decision will be provided, in writing, following the August 2025 Executive Committee meeting. The written decision will state the reasons and rationale behind the decision.
- IV. If the appeal is deemed not valid, UWCI staff will notify the agency that the appeal will not be accepted.

Appeal Timeline for FY25 Investment Process (spring 2024 Investment Cycle):

Investment decisions communicated to agency	No later than 7/11/2025
Appeals received by UWCI from agency	Within ten (10) calendar days of receiving investment decision, no later
	than 7/21/2025, depending on your notification date
Appeals reviewed by subcommittee	Between 7/12/24 and 8/8/2025
Executive Committee Approval	8/20/2025
Final appeal decision communicated to agency	No later than 8/22/2025



Note on ACH

If your banking information has changed since when you last submitted it to United Way for FY24, please contact John Soener (john.soener@unitedwaydm.org) and he will send you an ACH form to complete. Otherwise, we will continue using the same banking information.

Please submit the following forms:

- Active Certificate of Existence from the Secretary of State
 - o https://sos.iowa.gov/search/business/search.aspx



ANTI-TERRORISM COMPLIANCE MEASURES

In compliance with the USA PATRIOT Way of Central Iowa requires that ea	Act and other counterterrorism laws, United ch agency certify the following:
	y funds and donations will be used in errorist financing and asset control laws,
Print Name:	Title: Executive Director
Signature:	_ Date: _



UNITED WAY OF CENTRAL IOWA

TITLE: United Way Equity Policy for Funded Programs, Partnerships and Agencies

THE MISSION OF UNITED WAY OF CENTRAL IOWA IS "TO IMPROVE LIVES BY UNITING THE CARING POWER OF THE COMMUNITY." TO THAT END, United Way of Central Iowa strives to be a model of equity in all aspects of our work. We seek to represent and advocate for the many people who proudly make up our community and we value and promote inclusiveness in all aspects of our work. The organization employs and promotes individuals, recruit volunteers, and partners with programs that inclusively support our local community.

Therefore, no program funded by United Way of Central Iowa will exclude any person who seeks services from receiving any service based on their race, religion, skin color, gender, national origin, ethnicity, sexual orientation, physical or mental abilities, genetic information, pregnancy, disability, age, family or marital status, veteran status, socio-economic status or other characteristic protected by applicable law. United Way of Central Iowa supports the right of programs to develop and equitably enforce behavioral expectations of all service recipients. Furthermore, United Way will continue to support mission-based programs to meet the unique needs of participants.

While United Way of Central Iowa recognizes the rights of agencies to select their own staff, board members and other volunteers, we strongly encourage inclusive practices in those selections.

Reaffirmed by the board of			on
	Agency Name		Date
Board Representative	-	Executive Director	

United Way of Central Iowa

1111 Ninth Street Suite 100 Des Moines, IA 50314 Tel: (515) 246-6500



We confirm that all funds provided to us under our FY25 contract(s) with United Way of Central Iowa have been fully spent as of June 30th, 2025, in accordance with the terms and purposes outlined in the contract(s).

Community Impact Partner Executive	Print Name	Date
	Julia Castillo	
Agency Name		

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

6 Exhibit 6

Exhibit 6

Exhibit 6

Story County Provider and Program Participation Agreement Amendment No. 1

1. This amendment is entered Story County and Heart of Iow effective 7/1/25 (effective date)	a Transit Agency	day of (Provider), pa	rties to the original agreement
2. The agreement is amended a entirety with the following attack		ment A is rem	oved and replaced in its
Amer	ndment Effective _		
	ATTACHN	MENT A	
SEI	RVICE DEFINITI FISCAL YEA		TES
	Heart of Iowa Tr	ansit Agency	
Service Description	Unit of Se	ervice	Rate
See Attachment A as revised	See Attachment	A as revised	See Attachment A as revised
3. All other terms and condition remain in full force and effect exconflict between this amendment prevail. This Agreement has been executed.	except as specifical nt and the agreem	ly modified by ent, the terms	this amendment. If there is of this amendment will
STORY COUNTY:		Heart of Io	wa Transit Agency:
By:		By:	
Print Name: Lisa Heddens		Print Name:	Julia Castillo
Print Title: Chair, Story County Boa	rd of Supervisors	Print Title: _	CEO
Date:		Date:	

Amendment Effective	
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ATTACHMENT A

SERVICE DEFINITIONS AND RATES FISCAL YEAR: 2026

Heart of Iowa Transit Agency

HIRTA			
Service Description	Not to Exceed	Unit of Service	Rate
Transportation - City of Ames	\$13,000	One Way Trip	\$21.30
Transportation - Story County	\$115,000	One Way Trip	\$152.90