



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 SEPTEMBER Board Meeting

Thursday, 09/25/2025 at 9:00 a.m.

1. HIRTA Board Meeting Call to order
2. Roll call of members
3. Approve Agenda
4. Public comment
5. Minutes
 - A. August 28, 2025
6. Financial report to receive and file August 2025
7. Action Items
 - A. **Approval of the HIRTA vehicles contract 00009115 (Exhibit 1)**
 - Consider Approval of vehicles contract 00009115
 - B. **Approval of City of Pella FY2026 Funding Agreement (Exhibit 2)**
 - Consider Approval of City of Pella FY2026 Funding Agreement
 - C. **Approval of NeoRide FY2026 Contract (Exhibit 3)**
 - Consider Approval of NeoRide FY2026 Contract
 - D. **Behavioral Health & Disability Services FY2026 Service Agreement (Exhibit 4)**
 - Consider Approval of Behavioral Health & Disability Services FY2026 Service Agreement
 - E. **Investment into Community Foundation of Greater Des Moines (Exhibit 5)**
 - Consider Approval of staff recommendation to invest \$30,000 in Heart of Transit reserve funds
 - F. **HIRTA's investments (renew or move to money market) (Exhibit 6)**
 - Consider Approval of staff recommendation to move the CDARS CD into a money market account.

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.

G. Jasper County Lease Agreement (Exhibit 7)

- *Consider Approval of Jasper County Lease Agreement October 1, 2025 to September 30, 2028 (Exhibit 7)*

H. Vanpool Incentive Program Certification letter from HIRTA Board (Exhibit 8)

- *Consider Approval of Board Chair to sign required Certification letter for ICAAP grant.*

8. Discussion / Informational Items

- A. Transit Taskforce Development and Facilitation Summary

9. Reports to the Board

- A. CIRTPA – Regional Planning Agency Director: Andrew Collings
- B. HIRTA – CEO: Julia Castillo

10. Next meeting: 10/23/2025

11. Motion to Adjourn

Meeting Minutes
Heart of Iowa Regional Transit Agency

August 28, 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, Brian Arnold
 - Employees:** Julia Castillo, Chief Executive Officer; Brooke Ramsey, Chief Operations Officer
 - Others:** Andrew Collings, CIRTPA Director; Kati Dray, Community Foundation of Greater Des Moines
 - Absent:** Doug Cupples, Steve McCombs
- 3. Agenda:** Motion by Diane Fitch to approve agenda, seconded by Scott Longhorn. Motion unanimously carried.
- 4. Public Comment:** None
- 5. Presentation:** Kati Dray, Community Foundation of Greater Des Moines
- 6. Minutes:** Motion by Diane Fitch to approve July 17th and July 24th, 2025 minutes, seconded by Brian Arnold. Motion unanimously carried.
- 7. Financial Report:** Motion by Scott Longhorn to receive and file June 2025 and July 2025 financial reports, seconded by Diane Fitch. Motion unanimously carried.
- 8. Action Items:**
 - A. Motion by Diane Fitch to approve SFY2026 5311 Federal Operating Funds Agreement, seconded by Scott Longhorn. Motion unanimously carried.
 - B. Motion by Scott Longhorn to approve HIRTA new building contract 00009029, seconded by Brian Arnold, opposed by Kim Chapman. Motion carried.
 - C. Motion by Diane Fitch to approve HIRTA R11 FY24 STBG 00009030, seconded by Brian Arnold. Motion unanimously carried.
 - D. Motion by Diane Fitch to approve HIRTA vehicles contract 00009028, seconded by Kim Chapman. Motion unanimously carried.
 - E. Motion by Brian Arnold to approve new rates for MTM for FY2026 in response to MTM changing their rate structure, seconded by Diane Fitch. Motion unanimously carried.

9. Discussion / Informational Items: Investment into Community Foundation of Greater Des Moines from Heart of Transit reserved savings \$57,093 (with option to take action) – tabled until September meeting.

10. Reports to the Board:

A. CIRTPA – Regional Planning Agency Director, Andrew Collings

B. HIRTA – Chief Executive Officer, Julia Castillo

11. Next Meeting: 9/25/2025

12. Adjournment: Motion by Brian Arnold to adjourn at 9:57AM, seconded by Diane Fitch.
Motion unanimously carried.

Board Chair

Date

HIRTA Public Transit A/P Aging Summary As of August 31, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1 It Source	2,740.00	0.00	0.00	0.00	0.00	2,740.00
Barney's Services Inc	1,663.00	0.00	0.00	0.00	0.00	1,663.00
Bluefin	140.62	0.00	0.00	0.00	0.00	140.62
Braintree Funding	493.32	0.00	0.00	0.00	0.00	493.32
Capture Management Solutions	1,920.00	0.00	0.00	0.00	0.00	1,920.00
CenturyLink	0.00	689.76	0.00	0.00	0.00	689.76
Cindy Mammen	201.40	0.00	0.00	0.00	0.00	201.40
Community Transportation Assoc.	1,800.00	0.00	0.00	0.00	0.00	1,800.00
Crystal Clear Water	35.96	0.00	0.00	0.00	0.00	35.96
Debbie Comito	225.00	0.00	0.00	0.00	0.00	225.00
Delta Dental	0.00	-2,045.82	0.00	0.00	0.00	-2,045.82
Downey Tire Service	0.00	29.98	0.00	0.00	0.00	29.98
Dutch Clean Auto Wash	30.18	0.00	0.00	0.00	0.00	30.18
E3 Millennium	90.00	0.00	0.00	0.00	0.00	90.00
Flexlynqs LLC	51,682.33	0.00	0.00	0.00	0.00	51,682.33
Freedom Tire & Auto Center	500.00	0.00	0.00	0.00	-480.00	20.00
Iowa State University Science & Tech	198.90	0.00	0.00	0.00	0.00	198.90
Jan Becker	62.40	0.00	0.00	0.00	0.00	62.40
Libbe Bolton	103.04	0.00	0.00	0.00	0.00	103.04
Linda Akwa	62.40	0.00	0.00	0.00	0.00	62.40
Merchant Service	187.76	0.00	0.00	0.00	0.00	187.76
Mid American Energy	379.29	0.00	0.00	0.00	0.00	379.29
Moffitt's	20,698.34	0.00	0.00	0.00	0.00	20,698.34
Napa Auto Parts - Des Moines COJ	71.88	0.00	0.00	0.00	0.00	71.88
NEORide	7,585.19	0.00	0.00	0.00	0.00	7,585.19
RDG Planning Design	10,099.69	0.00	0.00	0.00	0.00	10,099.69
Summit Companies	993.75	0.00	0.00	0.00	0.00	993.75
The Standard	0.00	-1,898.71	0.00	0.00	0.00	-1,898.71
Thomas Bus Sales	0.00	0.00	0.00	0.00	-33.56	-33.56
Thomas Venner	33.68	0.00	0.00	0.00	0.00	33.68
Time Management Systems, Inc.	222.08	0.00	0.00	0.00	0.00	222.08
Unplugged Wireless	3,507.23	0.00	0.00	0.00	0.00	3,507.23
WEX Bank	26,269.80	0.00	0.00	0.00	0.00	26,269.80
Wild Water Car Wash & Pet Wash	312.75	0.00	0.00	0.00	0.00	312.75
Windstream Iowa Communications	150.38	0.00	0.00	0.00	0.00	150.38
TOTAL	132,460.37	-3,224.79	0.00	0.00	-513.56	128,722.02

12:00 PM

09/19/25

HIRTA Public Transit A/R Aging Summary As of August 31, 2025

	Current	1 - 30	31 - 60	61 - 90	> 90
Access2Care- Backlog in billing/payment	6,740.50	0.00	12,472.72	0.00	6,345.20
Accura of Newton - East	528.00	0.00	0.00	0.00	0.00
Accura of Pleasantville	0.00	0.00	60.00	0.00	0.00
Accura Riverside North	108.00	0.00	0.00	0.00	0.00
Aging Resources of Central Iowa	18,295.10	0.00	0.00	0.00	0.00
Americorp	9,901.13	0.00	0.00	0.00	0.00
Boone - Westhaven	102.00	0.00	0.00	0.00	0.00
Boone County Auditor. Payment Pending	0.00	0.00	3,750.00	0.00	0.00
Boone County Community Services	0.00	508.81	0.00	0.00	0.00
City of Ames - ASSET	4,113.25	4,113.25	0.00	0.00	0.00
City Of Boone	0.00	0.00	-6,375.00	0.00	0.00
City of Grimes	3,464.38	2,512.29	0.00	0.00	0.00
City of Newton -	0.00	0.00	-8,812.75	0.00	0.00
City Of Norwalk Payment Pending	0.00	0.00	0.00	4,000.00	0.00
City of Pella, IA Contract needs signed before payment	1,803.33	0.00	1,803.33	0.00	0.00
City Of Winterset Payment Pending	833.34	0.00	833.34	0.00	0.00
CyRide/DAR	27,072.62	23,620.34	0.00	0.00	0.00
Fieldprint Equipment Corp	1,408.50	0.00	0.00	0.00	0.00
IME Payment Pending	693.00	0.00	549.00	0.00	0.00
Indy Balloon Camp Rebilled . Payment Pending	0.00	0.00	37.50	0.00	0.00
Iowa DOT	145,279.00	0.00	0.00	0.00	0.00
IOWA DOT - FTA/STA Quarterly Payments/YE pending	49,228.00	0.00	49,228.00	52,333.25	107,666.75
Jasper - Newton Health Care Center LLC	520.00	0.00	0.00	0.00	0.00
Jasper - Willowbrook, WesleyLife	351.00	441.00	0.00	0.00	0.00
Jasper County Community Services	0.00	556.65	0.00	0.00	0.00
Knoxville Chambers	0.00	500.00	0.00	0.00	0.00
Knoxville Raceway	0.00	500.00	0.00	0.00	0.00
Marion - West Ridge Nursing Home	51.00	39.00	40.00	0.00	0.00
Mary Greeley Bliss	24.00	0.00	36.00	0.00	0.00
Mary Greeley Medical Center.	2.50	0.00	0.00	0.00	0.00
Monsoon	0.00	0.00	0.00	0.00	50.00
Pamela Peterson	0.00	0.00	45.00	0.00	0.00
Shan Bear	0.00	0.00	0.00	0.00	25.00
Story County Asset Payment Pending	10,719.00	0.00	10,719.00	0.00	0.00
Story County Community Services	0.00	564.31	0.00	0.00	0.00
Terry Anderson	0.00	0.00	0.00	0.00	25.00
USDOT	52,247.06	0.00	0.00	0.00	0.00
Warren - Park & Recreation	0.00	0.00	0.00	37.50	0.00
Warren County Community Service Payment Pending	0.00	0.00	903.70	0.00	0.00
William Sharp	0.00	0.00	0.00	0.00	33.20
TOTAL	333,484.71	33,355.65	65,289.84	56,370.75	114,145.15

12:00 PM

09/19/25

HIRTA Public Transit A/R Aging Summary As of August 31, 2025

	<u>TOTAL</u>
Access2Care-	25,558.42
Accura of Newton - East	528.00
Accura of Pleasantville	60.00
Accura Riverside North	108.00
Aging Resources of Central Iowa	18,295.10
Americorp	9,901.13
Boone - Westhaven	102.00
Boone County Auditor.	3,750.00
Boone County Community Services	508.81
City of Ames - ASSET	8,226.50
City Of Boone	-6,375.00
City of Grimes	5,976.67
City of Newton -	-8,812.75
City Of Norwalk	4,000.00
City of Pella, IA	3,606.66
City Of Winterset	1,666.68
CyRide/DAR	50,692.96
Fieldprint Equipment Corp	1,408.50
IME	1,242.00
Indy Balloon Camp	37.50
Iowa DOT	145,279.00
IOWA DOT - FTA/STA	258,456.00
Jasper - Newton Health Care Center LLC	520.00
Jasper - Willowbrook, WesleyLife	792.00
Jasper County Community Services	556.65
Knoxville Chambers	500.00
Knoxville Raceway	500.00
Marion - West Ridge Nursing Home	130.00
Mary Greeley Bliss	60.00
Mary Greeley Medical Center.	2.50
Monsoon	50.00
Pamela Peterson	45.00
Shan Bear	25.00
Story County Asset	21,438.00
Story County Community Services	564.31
Terry Anderson	25.00
USDOT	52,247.06
Warren - Park & Recreation	37.50
Warren County Community Service	903.70
William Sharp	33.20
TOTAL	<u>602,646.10</u>

HIRTA Public Transit

Balance Sheet

As of August 31, 2025

	Aug 31, 25
ASSETS	
Current Assets	
Checking/Savings	
10100 · Heart of Iowa Regional Transit	545,137.69
10200 · Petty Cash	50.00
10300 · Certificate of Deposit	
10301 · CD - ICS	22,642.82
10302 · CD - ARS	1,640,766.41
10303 · CD - UBI	501,734.20
Total 10300 · Certificate of Deposit	2,165,143.43
Total Checking/Savings	2,710,331.12
Accounts Receivable	
11000 · QB - Accounts Receivable	596,780.26
Total Accounts Receivable	596,780.26
Total Current Assets	3,307,111.38
Fixed Assets	1,992,568.33
Other Assets	0.00
TOTAL ASSETS	5,299,679.71
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	128,722.02
Total Accounts Payable	128,722.02
Credit Cards	-37,910.11
Other Current Liabilities	65,216.46
Total Current Liabilities	156,028.37
Total Liabilities	156,028.37
Equity	5,143,651.34
TOTAL LIABILITIES & EQUITY	5,299,679.71

HIRTA Public Transit
Profit & Loss Budget vs. Actual
August 2025

	Aug 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
30100 · FTA				
30101 · 5311	44,228.00			
30105 · FTA - Special	0.00	26,666.67	-26,666.67	0.0%
30107 · FTA - ICAM	5,000.00	35,924.67	-30,924.67	13.9%
30108 · FTA - Facility Grant	1,938.71	81,000.00	-79,061.29	2.4%
30100 · FTA - Other	0.00	44,228.42	-44,228.42	0.0%
Total 30100 · FTA	51,166.71	187,819.76	-136,653.05	27.2%
30200 · STA Grant	30,166.10	33,931.00	-3,764.90	88.9%
30300 · Passenger Revenue				
30301 · Passenger Revenue	22,343.98	22,916.67	-572.69	97.5%
30302 · Passenger Donations	23.00			
30305 · Knoxville Raceway	6,870.00	8,000.00	-1,130.00	85.9%
Total 30300 · Passenger Revenue	29,236.98	30,916.67	-1,679.69	94.6%
30400 · Contract Revenue				
30401 · Access2Care	6,740.50	15,666.67	-8,926.17	43.0%
30402 · Federal 3B	18,295.10	18,565.00	-269.90	98.5%
30404 · CICS	0.00	1,250.00	-1,250.00	0.0%
30405 · Accura	636.00			
30406 · Waiver	693.00	2,333.33	-1,640.33	29.7%
30413 · Story Asset	10,719.00	10,666.67	52.33	100.5%
30414 · City Of Ames ASSET	4,113.25	4,113.25	0.00	100.0%
30415 · Dial A Ride	27,072.62	26,750.00	322.62	101.2%
30416 · United Way Of Story County	729.17	729.17	0.00	100.0%
30418 · ITS4US	52,247.06	42,490.00	9,757.06	123.0%
Total 30400 · Contract Revenue	121,245.70	122,564.09	-1,318.39	98.9%
30600 · Fuel Tax Refund	0.00	2,500.00	-2,500.00	0.0%
30700 · Vehicle Capital Purchase	0.00	34,416.66	-34,416.66	0.0%
30900 · Vehicle Revenue	0.00	1,083.33	-1,083.33	0.0%
31100 · Fellowship and Training Income				
31102 · Fellowship Reimbursements RTAP	836.00	3,750.00	-2,914.00	22.3%
Total 31100 · Fellowship and Training Income	836.00	3,750.00	-2,914.00	22.3%
31300 · Grant Income				
31301 · Grant - revenue	9,000.00	833.33	8,166.67	1,080.0%
31305 · United Way Of Boone County	2,000.00	500.00	1,500.00	400.0%
31306 · United Way Of Central Iowa	6,667.00	1,666.67	5,000.33	400.0%
31307 · Flex Connect-Mobility	0.00	0.00	0.00	0.0%
31308 · United Way Of Marion County	337.50			
Total 31300 · Grant Income	18,004.50	3,000.00	15,004.50	600.2%
31400 · NSF Items	0.00	7.50	-7.50	0.0%
31500 · Interest				
31503 · Finance Charge - ICS	0.00	750.00	-750.00	0.0%
31504 · Finance Charge - CDARS	0.00	6,250.00	-6,250.00	0.0%
31505 · Finance Charge - UBI	1,169.13			
31500 · Interest - Other	701.95	1,666.67	-964.72	42.1%
Total 31500 · Interest	1,871.08	8,666.67	-6,795.59	21.6%
31600 · Local Taxes				
31601 · Donations	2,025.00	16.67	2,008.33	12,147.6%
31602 · Boone County	3,750.00	3,750.00	0.00	100.0%
31603 · Dallas County	4,229.17	4,229.17	0.00	100.0%
31604 · Jasper County	1,125.00	1,125.00	0.00	100.0%
31605 · City of Newton	0.00	2,937.50	-2,937.50	0.0%
31606 · Madison County	1,416.66	1,416.67	-0.01	100.0%
31607 · Marion County	3,000.00	3,000.00	0.00	100.0%
31608 · Warren County	3,970.00	3,970.00	0.00	100.0%
31609 · City Of Norwalk	0.00	0.00	0.00	0.0%
31610 · City Of Waukee	0.00	2,500.00	-2,500.00	0.0%
31618 · City Of Ogden	0.00	83.33	-83.33	0.0%
31619 · City Of Winterset	833.34	833.33	0.01	100.0%
31620 · City Of Pleasantville	0.00	41.67	-41.67	0.0%
31621 · City Of Boone	0.00	2,125.00	-2,125.00	0.0%

HIRTA Public Transit
Profit & Loss Budget vs. Actual
August 2025

	Aug 25	Budget	\$ Over Budget	% of Budget
31622 · City Of Grimes	3,464.38	6,250.00	-2,785.62	55.4%
31623 · City of Pella	1,803.33			
Total 31600 · Local Taxes	25,616.88	32,278.34	-6,661.46	79.4%
31700 · Other Revenue				
31701 · Miscellaneous Income	0.00	0.00	0.00	0.0%
31703 · Fieldprint	1,408.50	833.33	575.17	169.0%
Total 31700 · Other Revenue	1,408.50	833.33	575.17	169.0%
31800 · RSVP				
31801 · Americorp	9,901.13	12,500.00	-2,598.87	79.2%
31802 · CDBG	0.00	1,247.33	-1,247.33	0.0%
Total 31800 · RSVP	9,901.13	13,747.33	-3,846.20	72.0%
Total Income	289,453.58	475,514.68	-186,061.10	60.9%
Gross Profit	289,453.58	475,514.68	-186,061.10	60.9%
Expense				
40100 · Wage Expense	132,812.87	114,695.17	18,117.70	115.8%
40200 · Payroll Taxes	22,634.64	18,953.33	3,681.31	119.4%
40300 · Employee Benefits	17,364.79	17,345.84	18.95	100.1%
40400 · Professional Services				
40401 · CPA	0.00	58.33	-58.33	0.0%
40402 · IT	2,856.95	2,083.33	773.62	137.1%
40403 · Legal	93.00	54.17	38.83	171.7%
40405 · Audit	0.00	1,833.33	-1,833.33	0.0%
40406 · Cleaning Service	1,153.22	1,625.00	-471.78	71.0%
40407 · AOD	222.08	250.00	-27.92	88.8%
40409 · Translations	0.00	20.83	-20.83	0.0%
40410 · VIA	7,585.19	7,250.00	335.19	104.6%
40411 · Insurance - Broker Fees	0.00	2,083.33	-2,083.33	0.0%
40412 · Architecture	0.00	17,916.67	-17,916.67	0.0%
40413 · Actuary	0.00	125.00	-125.00	0.0%
Total 40400 · Professional Services	11,910.44	33,299.99	-21,389.55	35.8%
40500 · Office Supplies				
40501 · Office Supplies	277.31	1,125.00	-847.69	24.6%
40502 · Postage & Freight	0.00	83.33	-83.33	0.0%
40503 · Cleaning Supplies	0.00	83.33	-83.33	0.0%
Total 40500 · Office Supplies	277.31	1,291.66	-1,014.35	21.5%
40600 · Telephone				
40601 · Phone & Internet	2,651.76	2,666.67	-14.91	99.4%
Total 40600 · Telephone	2,651.76	2,666.67	-14.91	99.4%
40700 · Fellowship / Training Expense				
40701 · Training Expense	46.91	125.00	-78.09	37.5%
40702 · Fellowship - RTAP Approved Exp	0.00	3,750.00	-3,750.00	0.0%
Total 40700 · Fellowship / Training Expense	46.91	3,875.00	-3,828.09	1.2%
40800 · Insurance	0.00	2,916.67	-2,916.67	0.0%
40900 · Organizational Dues	0.00	691.67	-691.67	0.0%
41000 · Employee Expenses				
41001 · Medical Testing	122.00	125.00	-3.00	97.6%
41002 · Background Checks	0.00	41.67	-41.67	0.0%
41005 · Drug Testing	0.00	91.67	-91.67	0.0%
41006 · Employee Events	0.00	250.00	-250.00	0.0%
Total 41000 · Employee Expenses	122.00	508.34	-386.34	24.0%
41100 · Advertising				
41101 · Advertising	0.00	166.67	-166.67	0.0%
41102 · Employment Ads	0.00	83.33	-83.33	0.0%
41103 · Marketing Campaign	191.99	2,083.33	-1,891.34	9.2%
41104 · Minutes/Public Hearing Notices	0.00	66.67	-66.67	0.0%
Total 41100 · Advertising	191.99	2,400.00	-2,208.01	8.0%

1:24 PM

09/19/25

Accrual Basis

HIRTA Public Transit
Profit & Loss Budget vs. Actual
August 2025

	Aug 25	Budget	\$ Over Budget	% of Budget
41200 · Rent				
41201 · Rent	11,460.73	11,583.75	-123.02	98.9%
Total 41200 · Rent	11,460.73	11,583.75	-123.02	98.9%
41300 · Office Equipment				
41301 · Office Eq Maint/Repairs	1,251.00	291.67	959.33	428.9%
41302 · Office Equipment	0.00	0.00	0.00	0.0%
Total 41300 · Office Equipment	1,251.00	291.67	959.33	428.9%
41400 · Subscriptions	1,050.00	1,333.33	-283.33	78.8%
41500 · Meeting / Mileage Expenses				
41501 · Travel expense	0.00	0.00	0.00	0.0%
41502 · Meeting Expense	0.00	12.50	-12.50	0.0%
41503 · Mileage Reimbursement	33.68	33.33	0.35	101.1%
41504 · Meal Expense	60.47	250.00	-189.53	24.2%
41505 · Volunteer Mileage Reimbursement	731.04	1,000.00	-268.96	73.1%
Total 41500 · Meeting / Mileage Expenses	825.19	1,295.83	-470.64	63.7%
41600 · Contracted Services				
41601 · Website - Domain Registration	0.00	29.17	-29.17	0.0%
41603 · Quickbook Expenses	366.13	375.00	-8.87	97.6%
41604 · ITS4US - CTAA	1,800.00	1,458.33	341.67	123.4%
41605 · ITS4US - Arcadis	0.00	0.00	0.00	0.0%
41606 · ITS4US - VIA	0.00	416.67	-416.67	0.0%
41607 · ITS4US - Capture Management	1,920.00	2,083.33	-163.33	92.2%
41608 · ITS4US - Flexlynqs	51,682.33	39,166.67	12,515.66	132.0%
41610 · ITS4US - Legal	0.00	20.83	-20.83	0.0%
41611 · ITS4US - ISU	198.90	9,583.33	-9,384.43	2.1%
41612 · ITS4US - KIOSK	185.98	83.33	102.65	223.2%
41613 · ITS4US - NaviLens	0.00	8.33	-8.33	0.0%
41614 · ITS4US - Events	0.00	291.67	-291.67	0.0%
41621 · GVSS	0.00	291.67	-291.67	0.0%
Total 41600 · Contracted Services	56,153.34	53,808.33	2,345.01	104.4%
41700 · Premise Expense				
41701 · Utilities	1,357.69	2,083.33	-725.64	65.2%
41702 · Building Maint & Repairs	0.00	16.67	-16.67	0.0%
Total 41700 · Premise Expense	1,357.69	2,100.00	-742.31	64.7%
41800 · Vehicle Expense				
41801 · Vehicle Repairs & Maint	22,807.78	30,833.33	-8,025.55	74.0%
41802 · Op/Vehicle Supplies	71.88	125.00	-53.12	57.5%
41803 · Auto Insurance	0.00	29,166.67	-29,166.67	0.0%
41804 · Fuel	26,269.80	20,833.33	5,436.47	126.1%
41806 · Radio	3,507.23	208.33	3,298.90	1,683.5%
41807 · Tires	750.00	1,250.00	-500.00	60.0%
41808 · Bus Washing	342.93	333.33	9.60	102.9%
41809 · Deductible & Accident	0.00	1,666.67	-1,666.67	0.0%
Total 41800 · Vehicle Expense	53,749.62	84,416.66	-30,667.04	63.7%
41900 · Vehicle and Equipment Capital	0.00	42,750.00	-42,750.00	0.0%
41910 · Facilities				
41911 · Facilities Acct 1	10,099.69	83,333.33	-73,233.64	12.1%
Total 41910 · Facilities	10,099.69	83,333.33	-73,233.64	12.1%
42000 · Bank Charges				
42003 · Returned Check	0.00	4.17	-4.17	0.0%
42004 · Merchant Service Merch Fee	821.70	666.67	155.03	123.3%
42000 · Bank Charges - Other	6.04	6.67	-0.63	90.6%
Total 42000 · Bank Charges	827.74	677.51	150.23	122.2%
42100 · Grant Expense				
42109 · Financial Sustainability Study	0.00	1,041.67	-1,041.67	0.0%
Total 42100 · Grant Expense	0.00	1,041.67	-1,041.67	0.0%
Total Expense	324,787.71	481,276.42	-156,488.71	67.5%
Net Ordinary Income	-35,334.13	-5,761.74	-29,572.39	613.3%
Net Income	-35,334.13	-5,761.74	-29,572.39	613.3%

HIRTA Public Transit
Journal Entry Report
August 2025

Type	Date	Num	Memo	Account	Amount	Balance
Aug 25						
General Journal	08/05/2025	DONATI...	NANCY JAHNS VIA DONATION	30301 · Passenger R...	5.00	5.00
General Journal	08/05/2025	DONATI...	NANCY JAHNS VIA DONATION	30302 · Passenger D...	-5.00	0.00
General Journal	08/11/2025	DONATI...	JERRY HAINES VIA DONATION	30301 · Passenger R...	18.00	18.00
General Journal	08/11/2025	DONATI...	JERRY HAINES VIA DONATION	30302 · Passenger D...	-18.00	0.00
Aug 25					0.00	0.00

12:17 PM

September 19, 2025

Accrual Basis

HIRTA Public Transit

Expenses by Vendor Summary

August 2025

	Aug 25
1 It Source	2,856.95
Ahlers & Cooney, P.C.	93.00
Barney's Services Inc	1,663.00
Bluefin	140.62
Braintree Funding	493.32
Capture Management Solutions	1,920.00
Cardmember Services	1,050.00
Central Tire & Auto	95.00
CenturyLink	1,187.31
Cindy Mammen	393.96
Cintas Loc 22M	28.22
City Of Boone Airport	4,688.71
Community Transportation Assoc.	1,800.00
Crystal Clear Water	80.91
Debbie Comito	1,125.00
Delta Dental	1,981.78
Downey Tire Service	351.44
Dutch Clean Auto Wash	30.18
E3 Millennium	90.00
Flex Investors, LLC	4,263.56
Flexlynqs LLC	51,682.33
Freedom Tire & Auto Center	750.00
GotPrint.com	0.00
Heart Of Transit	-9,004.50
Iowa State University Parking	1,810.17
Iowa State University Science & Tech	198.90
Jan Becker	62.40
Jasper County Treasurer	487.00
Libbe Bolton	118.68
Linda Akwa	156.00
LISCO	153.00
Mediacom	389.81
Merchant Service	-3,437.96
Mid American Energy	379.29
Midwest Office Technology	143.33
Moffitt's	20,698.34
Napa Auto Parts - Des Moines COJ	71.88
NEORide	7,585.19
QuickBooks Payroll Service	366.13
R. Friedrich and Sons Inc.	2,520.00
RAMP	444.82
RDG Planning Design	10,099.69
Summit Companies	1,251.00
The Iowa Clinic	32.00
The Standard	1,791.08
Thomas Venner	33.68
Time Management Systems, Inc.	222.08
U.S. Cellular	1,307.86
Unplugged Wireless	3,507.23
Warren County Treasurer	700.00
Wellmark	19,324.32
WEX Bank	26,269.80
Wild Water Car Wash & Pet Wash	312.75
Windstream Iowa Communications	150.38
TOTAL	164,909.64

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

Exhibit 1

TRANSIT JOINT PARTICIPATION AGREEMENT
TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA)
BUS AND BUS FACILITIES PROJECT
[CFDA 20.526]

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 5339 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **Heart of Iowa Regional Transit Agency** (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-2025-029-01-00 (executed by FTA on August 27, 2025) includes the project detailed below, programmed for the AGENCY:

Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1. Light-Duty Mid-Sized Bus (replaces 8279)	11.12.04	\$86,445	85%
2. Light-Duty Mid-Sized Bus (replaces 8278)	11.12.04	\$86,445	85%
3. Light-Duty Mid-Sized Bus (replaces 7651)	11.12.04	\$91,596	85%
4. Light-Duty Mid-Sized Bus (replaces 1152)	11.12.04	\$91,596	85%
5. Light-Duty Mid-Sized Bus (replaces 4422)	11.12.04	\$111,452	85%
6. Light-Duty Mid-Sized Bus (replaces 2235)	11.12.04	\$86,445	85%
7. Minivan (replaces 5524)	11.12.15	\$59,381	85%
8. Minivan (replaces 3330)	11.12.15	\$59,381	85%
Total Federal Ceiling:		\$672,741	

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 (found at <https://iowadot.gov/modes-travel/transit/transit-funding-programs/joint-participation-agreements>).

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 **August 27, 2025**, through **September 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:

Julia Castillo, Executive Director
Heart of Iowa Regional Transit Agency
Date: 09/19/2025

For the DEPARTMENT:

Tamara Nicholson, Director
Modal Transportation Bureau
Iowa Department of Transportation
Date: 09/19/2025

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

Exhibit 2

**HEART OF IOWA REGIONAL TRANSIT AGENCY
FUNDING AGREEMENT WITH THE CITY OF PELLA**

This Agreement is made and entered into by and between the Heart of Iowa Regional Transit Agency, a transit agency formed pursuant to Iowa Code Chapter 28E (“HIRTA”) and Pella, a municipal corporation formed under Iowa law (“City”).

WITNESSETH:

WHEREAS, HIRTA was created for the purpose of providing and promoting transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties; and

WHEREAS, City is located in one of HIRTA’s member counties; and

WHEREAS, the City and HIRTA desire to promote continued economic development within the community, and seek to promote economic development by making transportation services available to individuals who may otherwise not have the ability to travel to and from businesses within the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

WHEREAS, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and HIRTA believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which HIRTA is being assisted, under the terms and conditions set forth herein.

IT IS AGREED AS FOLLOWS:

1. **TERM.** The term of this Agreement shall commence upon execution by both parties and continue through **June 30, 2026**.
2. **REPORTS.** HIRTA agrees to submit an annual report to the City by October 1 of each of the years during the term of this Agreement, commencing July 1, 2025. The annual report shall identify the number of trips provided within the City for **fiscal year 2026**, and an accounting of the expenditures of funds provided by the City pursuant to Section 4 of this Agreement.

3. **SCOPE OF SERVICES.** The Services to be provided by HIRTA to the City include, but are not limited to:
 - a. To identify and assess local and regional public transportation needs and changing conditions and to provide a forum of those changes.
 - b. To provide and promote transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties.
 - c. To solicit, accept and expend funds for the purpose set forth above and as authorized by HIRTA's 28E Agreement.
4. **FUNDING FOR SERVICES.** In exchange for HIRTA's provision of the services described herein, in furtherance of the goals and objectives of Iowa Code Chapter 15A, the City agrees, subject to HIRTA being and remaining in compliance with the terms of this Agreement, and subject to the terms and conditions of this Agreement, to provide HIRTA with funding as follows:
 - a. The Contractor shall be paid for the services described above as follows:
\$10,820 by October 15, 2025 and \$10,820 by April 15, 2026.
5. **WAIVER OF WARRANTY.** HIRTA warrants and represents only that it will work diligently to perform the services required by this Agreement. HIRTA makes no warranty or representation that the services performed pursuant to this Agreement will produce results desired by the City.
6. **INDEMNIFICATION AND INSURANCE.** HIRTA shall provide adequate coverage to insure its operations. Further, to the extent permitted by law, HIRTA shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not limited to attorney's fees, interest and expenses growing out of or connected with HIRTA's performance of this Agreement, or because of any act or omission, neglect, or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors. To the extent permitted by law, the City shall hold harmless HIRTA and its officials, officers, directors, employees and agents from any and all claims, suits, and actions growing out of or connected with the City's performance of this Agreement, except to the extent related to neglect or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
7. **CONFLICT OF INTEREST.** HIRTA shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use.
8. **GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.

- 9. REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently delivered if made in writing and sent by first class mail or personal service to:

FOR THE CITY

Don DeWaard, Mayor
City of Pella
PO Box 88
Pella, IA 50219

FOR HIRTA

Julia Castillo, Executive Director
2824 104th St.
Urbandale, IA, 50322

- 10. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, the City agrees to pay HIRTA a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then HIRTA shall return to the City the prorated portion of the advance payment for services not rendered before the termination.
- 11. SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.
- 12. AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and HIRTA.
- 13. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding the subject herein and supersedes all previous communications or understandings, whether oral or written.
- 14. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 15. NO JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint utility, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16. NON-WAIVER. Failure of either party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

HEART OF IOWA REGIONAL TRANSIT AGENCY

Board Chair

Date _____

CITY OF PELLA

Don DeWaard, Mayor

ATTEST:

Mandy Smith, City Clerk

Date _____

4921-4326-7932-1\11285-1007
4907-2864-9314-1\10994-1000

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

**Extension #1
to the
Heart of Iowa Regional Transit Agency Service Order**

Via Mobility LLC (“**Via**”) and **Heart of Iowa Regional Transit Agency** (“**HIRTA**” or “**Participating Agency**” and, together with Via, the “**Parties**”) have entered into that certain agreement titled Form of Service Order – Participating Agency, dated August 26, 2024, from September 1, 2024, until August 31, 2025, (together, the “**Agreement**”). Upon execution of this **Extension #1** (the “**Extension**”), the Parties agree as follows:

1. **Extension.** The Term of the Agreement is extended for an additional period of 1 year from September 1, 2025, through August 31, 2026, (the “**Additional Term**”). The anticipated fees payable by the Participating Agency during the Additional Term shall be as follows:

Fee Category	Amount	Invoicing Terms
Per-vehicle fees during the Additional Term	As of the date of this Extension, the estimated cost for the 30 vehicles Participating Agency plans to operate is between \$200 - \$260 per vehicle per calendar month. The per-vehicle fee will vary between \$200 and \$260 each month based on the total number of vehicles on the road across all active NEORide participating agencies during the period.	Invoiced monthly by NEORide to Participating Agency
Per-Agency Fees during the Additional Term	\$1,540 per month paid upfront as an annual total at the time of signing this Extension (\$18,480 for 12 months).	Invoiced by NEORide to Participating Agency at signing of this Extension

2. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Extension will be governed by the same law as the Agreement and is effective as of September 1, 2025.

Via Mobility LLC

By:

Name:

Title:

Date:

Heart of Iowa Regional Transit Agency

By:

Name:

Title:

Date:

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Exhibit 4

Polk County, Iowa
111 Court Avenue, Room 300
Des Moines, Iowa 50309

DATE SIGNED:
October 7, 2025

PROVIDER:
HIRTA Public Transit
2824 104th Street
Urbandale, Iowa 50322

SERVICES PROVIDED AND RATES*:

Transportation
Population(s) – ID/DD/MH

*For service descriptions see Attachment A. For rates see Attachment B.

TERM:
July 1, 2025 through December 31, 2025

Contact:
Behavioral Health & Disability Services Department
2309 Euclid Avenue
Des Moines, Iowa 50310
Phone : (515) 286-3580
Fax: (515) 286-3590
E-Mail: Annie.Uetz@polkcountyiowa.gov

OWNERSHIP: Regional Transit System – Iowa Code
Chapter 324A; Iowa Code Section 423.3.

NOTICE TO:
Julia Castillo, Chief Executive Officer
Heart of Iowa Regional Transit Agency, d/b/a
HIRTA Public Transit
2824 104th Street
Urbandale, Iowa 50322

SERVICE LOCATIONS:

Transportation
Various sites in District 5

PURPOSE OF THIS ACTION:
New Six-Month Contract

AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter “Agreement”) is entered into by and between Polk County, Iowa, a governmental subdivision organized under the laws of the State of Iowa (hereinafter “County”) and Heart of Iowa Regional Transit Agency, d/b/a HIRTA Public Transit (hereinafter “Provider”), hereinafter collectively referred to as “Party” or “Parties.”

ARTICLE I

PURPOSE:

The purpose of this Agreement is to establish the terms and conditions, which the Parties have agreed, for the provision of services to eligible individuals and the consideration provided in exchange for said provided services.

WHEREAS, on May 15, 2024, House File 2673 transferred the management of disability services from the local Mental Health and Disability Services (MHDS) Regions to the Division of Aging & Disability Services with the following intentions: (1) focus on systems of support, care, and connection for all Iowans and families with disability-related needs; (2) identify additional organizations to participate in the statewide Aging and Disability Resource Center (ADRC) Network; and (3) create a Disability Services System; and

WHEREAS, the Aging and Disability Resource Centers shall assist older individuals, individuals with disabilities, family caregivers, and others acting on their behalf in accessing long-term living and community support services; and

WHEREAS, individuals with disabilities—including those with mental illness, intellectual or developmental disabilities, brain injuries, or physical disabilities—have access to services and supports available through all ADRC districts across Iowa; and

WHEREAS, on February 25, 2025, the Iowa Department of Health and Human Services announced Polk County, Iowa as the recipient of the District 5 Disability Access Point award, which includes Polk, Hamilton, Green, Boone, Story, Dallas, Jasper, Madison, Warren, Marion, Clarke, Lucas, Decatur, and Wayne counties; and

WHEREAS, Polk County, Iowa has designated the Behavioral Health and Disability Services Department as the ADRC District 5 Disability Access Point, responsible for developing and overseeing a coordinated local disability service system; and

WHEREAS, the District 5 Disability Access Point desires to provide the highest quality mental health and disability services system.

ARTICLE II

TERMINOLOGY:

Aging and Disability Resource Center (ADRC): A person-centered community navigation and coordination system that blends and braids service delivery methods and funding to ensure supports and services contribute to a consumer's ability to remain at home and in their community.

Aging and Disability Resource Center (ADRC) Members: Local ADRC organizations that perform ADRC information and assistance and Person-Centered functions at the local level. These member organizations are designated by the Iowa Department of Health and Human Services and include, at minimum, the Area Agencies on Aging and Disability Access Points.

Culturally and Linguistically Appropriate Services (CLAS) Standards: Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. Culturally and linguistically appropriate services are respectful of and responsive to the health beliefs, practices, and needs of diverse consumers.

Disability Access Point (DAP): A local organization designated by the Iowa Department of Health and Human Services (HHS) to serve as the primary access points for people with disabilities and their caregivers. Disability Access Points serve as member ADRCs and provide minimum services of Information and Assistance and Options Counseling.

Disability Services: Any of the following for people with disabilities and their families or caregivers: Information and Assistance, Options Counseling, and Short and Long-Term Services and Supports.

District: An identified planning and service area for Aging and Disability Services with Iowa HHS.

District Disability Services Advisory Council: A council established by each Disability Access Point to identify opportunities, address challenges, and advise the Disability Access Point. The structure of the District Disability Services Advisory Council shall include nine members with at least 50% made up of individuals with disabilities or caregivers.

District Level System Coordination Provider: A service provider providing and/or authorizing information and assistance, options counseling, service coordination of long-term services and supports, and short-term services and supports

Disability Services System: An Iowa HHS-led statewide network of providers and the associated activities of information and assistance, planning, short and long-term service delivery, and transitions support related to Disability Services.

Eligible Populations: Persons with disabilities, older individuals age 60+, and caregivers of older individuals or persons with disabilities, including parents and people who inquire about or request assistance on behalf of members of these groups, as they seek short- and long-term living and community support services.

Information and Assistance: A service that provides the individual with current information on opportunities and services available within their communities, including information relating to assistive technology; identifies the strengths and needs of the individual; links the individual to the opportunities and services that are available; and to the maximum extent practicable, ensures that the individual receives the services needed and is aware of the opportunities available, by establishing adequate follow-up procedures (U.S. Health & Human Services, Administration on Community Living, Older Americans Act (OAA) State Performance Report (SPR) definitions ([ACL OAAPS](#))).

Medicaid Administrative Claiming (MAC): Federal matching funds under Medicaid that are available for costs incurred by the State for administrative activities that directly support efforts to identify and enroll potential eligible individuals into Medicaid and/or support the provision of medical services covered under the State Medicaid plan when those activities are performed either directly by the State Medicaid agency or through contract or interagency agreement by another entity, such as a designated ADRC.

Minimum Access Standards: Standards established by Iowa HHS, by Iowa Code or by administrative rules, to ensure equitable access to Disability Services provided through the Disability Services System, including, but not limited to, when and where services are made available, service and funding eligibility criteria, and Disability Services Provider requirements.

Olmstead Plan: A plan developed by Iowa HHS in collaboration with people with disabilities, their family members, advocates, and service providers that outlines steps to ensure people with disabilities receive services in the most integrated setting appropriate for their needs. The plan is based on the Supreme Court's ruling in *Olmstead v. L.C.*

Person-Centered: A process that is directed by the person who receives the support.

Prior Authorization: A process to determine whether the District will cover a service. Before the service is provided, the provider must obtain a funding authorization for the service, rate, units to be provided, and the maximum cost.

Science of Hope (or Hope): A cognitive practice for improving the health and resiliency of individuals, families, and communities. The Hope framework involves the intentional act of setting goals, utilizing viable pathways, and working toward them with willpower to facilitate success. The District 5 Disability Access Point is a Hope-centered agency.

Short-Term Services and Supports (STSS): Time-limited activities focused on supporting people with disabilities to live in the home and community of their choice in an integrated manner and offering support to their families and caregivers as needed toward this purpose. Short-Term Services and Supports include, but are not limited to: Individual Assessment and Evaluation, Transportation, Respite, Peer and Parent Support, Time-limited Rental Assistance, Home and Vehicle Modifications, Adaptive Equipment, and Other Basic Needs.

Service Provider Network Member Assurances: Service Providers shall assure appropriate sharing of agency service access, service capacity, and operational procedure information among the partners.

Service Provider: Providers and their activities that support maintaining people with disabilities at the lowest level of care possible. Service providers may provide one type of support or service, or an array of supports and services. Services may be provided in an office, facility-based setting, or in the community.

Stakeholders: Individuals receiving services, their families, and care givers are the primary stakeholders in the ADRC system of care.

Warm Handoff: The direct, personal transfer of care between two service providers, in the presence of the individual served. It typically involves one provider introducing the individual to the next provider—either in person or via a live communication method (e.g., phone or video call)—to ensure a smooth transition, build trust, and reduce the risk of information loss or service gaps.

ARTICLE III

SCOPE OF WORK:

Attachment A: service definitions for the specific services to be supplied.

Attachment B: terms of compensation.

Attachment C: types of insurance, policy limits, and certificate of insurance.

ARTICLE IV

TERM:

This Agreement shall commence on the effective date set forth in **Attachment B** and shall expire on the designated date set forth in **Attachment B**, unless earlier terminated by a Party or the Parties.

ARTICLE V

PROVIDER DUTIES:

- 5.1 **Services.** The Provider shall provide the services set out in **Attachment A** to eligible individuals accepted for the service. Services shall be reasonable and necessary as determined through the level of support tool and in accordance with a professionally developed plan.
- 5.2 **Governing Structure.** The Provider shall establish a governing structure and policies that comply with state and federal laws, including the following laws:
 - 5.2.1 Federal Laws on Employment and Other Matters: The provider will adopt a policy prohibiting fraud and abuse in obtaining and dispensing public funds. Employees who report fraud or abuse will not suffer adverse employment actions. Consumers and families who report fraud or abuse will not suffer adverse service actions. Employees shall be trained in identifying and reporting fraud or abuse.
 - 5.2.2 Nondiscrimination: The Provider shall not discriminate against or harass any employee, applicant for employment or individual(s) receiving services provided because of race, color, religion, creed, sex, sexual orientation, gender identity, age, national origin, disability, veteran or military status.
 - 5.2.3 Sexual Harassment
 - 5.2.4 Equal Opportunity
 - 5.2.5 Safety Standards
 - 5.2.6 Americans with Disabilities Act
 - 5.2.7 Fair Housing

5.2.8 Health Insurance Portability and Accessibility Act

5.3 **Disclosure.** Any interests of members of the Polk County Board of Supervisors or the District 5 Disability Services Advisory Council in the Provider's business operations shall be disclosed.

5.4 **Access to Governance by Individuals Receiving Services.** Providers shall:

5.4.1 Ensure effective participation of individuals receiving services, their families and caregivers in the governance of service organizations by including them on governing boards or other policy setting and oversight boards of network members to the extent possible. Advocates for people with disabilities may fulfill this principle.

5.4.2 Include individuals receiving services, their family members and caregivers in the development and implementation of provider organization policies, standards, service practices, and clinical protocols.

5.4.3 Include individuals receiving services, their families, and caregivers in internal program performance evaluation affecting service delivery.

5.4.4 Provide independent and objective mechanisms for assessing service recipient and family satisfaction and perception of choice with regard to each service organization's service delivery and management.

5.4.5 Support the right and ability of individuals receiving services and their legal representatives to file grievances and appeals.

To submit a grievance, individuals may use one of the following methods:

Phone: (515) 286-3573

Email: bhds@polkcountyia.gov

Fax: (515) 286-3590

Mail or In-person Submission:

Polk County Behavioral Health and Disability Services ADRC

Polk County River Place

2309 Euclid Avenue

Des Moines, IA 50310

If the individual wishes to have a representative submit the grievance on their behalf, written consent must be provided via a DAP Release of Information form. Please contact the Chief Operating Officer at the Polk County contact information above to obtain assistance with completing the DAP Release of Information form and with the next steps.

The grievance must include the following:

- a. Date of occurrence
- b. Name of the individual or concern the grievance is regarding
- c. Name and relationship of the representative (if applicable)
- d. Contact information (address, phone number, and/or email)
- e. Detailed description of the concern or incident

The CEO shall review grievances. The grievant will be contacted by a DAP staff within five (5) business days of the receipt of the grievance. The staff, upon consent, shall collect

additional information from the grievant and other sources, if necessary. A meeting with the grievant may be scheduled to discuss the facts, consider additional information the grievant submits relevant to the grievance, and work toward a resolution. Following a review of additional information and all relevant facts, a written decision shall be issued no later than five (5) business days following contact with the grievant. A copy of the decision shall be sent to the grievant and/or representative by regular mail.

The grievance will be documented and reported to Iowa HHS as required in quarterly reports.

- 5.5 **Meeting Standards with Adequate Staff.** The Provider shall employ an adequate number of staff to provide services without waiting lists, where required by state law. The Provider shall maintain all necessary licenses, certifications and accreditations in order to operate its program within the state of Iowa. The Provider shall assure that services provided are undertaken by an adequate number of properly credentialed persons and that all such persons have current licenses or other credentials, and that the duties assigned to the persons are within the lawful scope of practice for each individual. The Provider will notify the District 5 Disability Access Point immediately of any change in the status of its license, certificate, accreditation or other qualification to operate.
- 5.6 **Management Systems and Reporting.** Provider shall use standard formats and data elements for information and reporting. Provider shall also have the capacity to provide required information on a timely and accurate basis. For some members, the District 5 Disability Access Point may provide on-line access and accompanying technical support, to facilitate information collection and transfer. Provider shall submit to the District 5 Disability Access Point monthly billing invoices, which shall include the following information:
- a. Identification number of each individual served during the reporting period.
 - b. Number of units of each type of service delivered to each individual during the reporting period.
 - c. Unit rate and total charge for each service provided to each individual.
 - d. Reimbursement billed to other sources to be deducted from the amount billed for each individual on a cash basis to the greatest extent possible.
 - e. Net amount to be charged to the county for each individual for the reporting period.
- 5.7 **Records.** The Provider shall collect information about its operations and consumer outcomes and will use such information for improvement of the quality of service. The internal information system of the Provider shall include the following business and service recipient records:
- 5.7.1 Service recipient records which adequately document the plan and services provided to meet District, or its designated agent, and Medicaid requirements, where applicable. Records need to be sufficient to permit another professional to assume care with minimal disruption to the individuals receiving service.
- 5.7.2 Audit. The Provider shall have an independent financial audit conducted annually which will be provided to the County, the District 5 Disability Access Point within one hundred eighty (180) days of the fiscal year end.
- 5.7.3 Administration and Personnel Records. Provider records shall include reasonable documentation of governance, written policies and procedures and personnel file information. Critical incidents and appropriate follow-ups shall be documented and maintained.

- 5.7.4 **Contents and Maintenance.** The records shall include at minimum sufficient information to allow the District 5 Disability Access Point to evaluate the effectiveness of the program including cost effectiveness and to permit the District 5 Disability Access Point to monitor the Provider's compliance with the terms and conditions of this Agreement. The records shall be maintained for at least five (5) years after the records are last closed or become inactive, or longer when required by state or federal law. Storage and disposal of such records shall be accomplished in a way that ensures the continuous confidentiality of all consumer information about individuals receiving services.
- 5.8 **Free From Abuse.** The Provider shall strive to prevent any abuse, neglect or exploitation of individuals while receiving on-site services and shall assure compliance with all reporting requirements established by state or federal law or regulation regarding individual rights for on-site or in-home services.
- 5.9 **Public Information.** The Provider shall work in collaboration with the District 5 Disability Access Point and Iowa HHS to ensure consistent communication regarding services and programs, in alignment with ADRC Policies and Procedures.

ARTICLE VI

TERMINATION:

- 6.1 **Termination for Convenience.** Either party to this Agreement may terminate this Agreement without cause by giving ninety (90) days prior written notice of termination to the other Party. Notice shall be given to the person designated to receive such notice. This Agreement additionally may be terminated at any time upon consent of both parties.
- 6.2 **Termination for Cause.** Either Party may, without prior notice, terminate this Agreement for cause based upon material breach of this contract by the other party, insolvency, inability to pay its bills as they become due; restriction, suspension or revocation of licensure, accreditation, or certification of the facility or program; loss of liability insurance, or danger to the health of the clients. As much notice as is practicable under the circumstances will be given by either party.
- 6.3 **Effect of Termination.** If this Agreement is terminated early, all payments provided herein shall be adjusted so as not to exceed the amount due for services actually rendered prior to the date of termination, prorated to the total services contemplated if the Agreement was completed. If advance payments have been made for covered services not provided as of the date of termination, the Provider shall promptly refund all excess funds paid. If additional payment is due from the County, said payment shall be made only after receipt of the final invoice and report.
- 6.4 **Renewal of Contract.** The Parties may agree to review the terms of the Agreement at least sixty (60) days prior to its expiration date in order to determine whether to renew by mutual written agreement.
- 6.5 **Nonrenewal.** In the event that this Agreement expires, is terminated, or is not renewed, the Provider shall assist in the orderly transfer of individuals served under this Agreement to a new provider and will assist in the orderly cessation of operations under this Agreement. Prior to incurring expenses related to the orderly transfer or continuation of services beyond the term of the Agreement, the Provider and the County agree to negotiate a termination amendment for expenses to be incurred

related to such termination, provided such expenses will extend beyond the term or this Agreement or be in excess of the services described in this Agreement.

ARTICLE VII

CONSUMER ENROLLMENT:

- 7.1 **Written Admission Criteria.** The Provider shall establish written criteria for admission to its program and make those available to the District 5 Disability Access Point, and to interested parties.
- 7.2 **Prior Authorization.** The Provider shall comply with any prior authorization requirements which are set out in **Attachment A**.
- 7.3 **Eligibility.** The District 5 Disability Access Point shall determine the eligibility of individuals to be paid for by State funding. The District 5 Disability Access Point may at its option delegate this responsibility to the Provider subject to periodic review.
- 7.4 **Payment and Payment Established by District.** The District 5 Disability Access Point will compensate the Provider only for services provided to eligible individuals. Payment guidelines are found in the District 5 Disability Access Point Operations Manual.
- 7.5 **Service Termination.** Termination of services to an eligible individual for any reason shall be done according to criteria established in the Operations Manual, incorporated herein by reference, and shall be subject to any applicable law or ethical requirement. Eligible individuals have a right to appeal the termination of services and shall be so informed by the Provider.

ARTICLE VIII

DEFICIENCIES AND CITATIONS:

- 8.1 **Deficiencies.** If the Provider is notified of any deficiencies or violations related to the operation of its program or its provisions of services, the Provider shall immediately correct the situation or to take immediate action to seek variances from the appropriate licensing, accrediting, or certifying body or bodies. Except as provided in 8.2, the Provider shall notify the County and the District 5 Disability Access Point of the deficiency or violation within thirty (30) days.
- 8.2 **District Notification.** The Provider shall report any and all citations, complaints, or reports by or against the Provider or its employees that involves the safety of individuals receiving services, to the County and the District 5 Disability Access Point within three (3) working days of receipt of any citation, complaint or report. Provider shall report Critical incidents reports as prescribed in the Operations Manual.

ARTICLE IX

DISTRICT DUTIES:

- 9.1 **Payment.** The District 5 Disability Access Point shall pay for the services provided to eligible individuals by the Provider if the terms of this Agreement are met. Payment will be in accordance

with eligibility criteria, rates and limits as set out in **Attachment B** and any other conditions and limitations set forth in this Agreement and its attachments.

- 9.2 **Right to Inspect.** In order to adequately monitor the care paid for by the County, and the District 5 Disability Access Point, or its designated agent, require access to records, and on-site visits, and may request additional information from time-to-time which the Provider shall provide. The District 5 Disability Access Point may contract with external agencies to monitor and evaluate quality of service. The District 5 Disability Access Point and all external agencies are required to keep all consumer information confidential. Each time a file is reviewed, the reviewing agency shall provide documentation that the file was accessed.
- 9.3 The District 5 Disability Access Point will provide frequent and open opportunities for provider network members to participate in the service system planning and strategy development, including any updates to the District Plan.
- 9.4 The District 5 Disability Access Point will provide regular opportunities for provider network members to participate in the development and implementation of clinical protocols, service authorization and reauthorization processes and criteria, and best practice standards.
- 9.5 The District 5 Disability Access Point will provide regular opportunities for provider network members to participate in service provider and service system performance evaluation.
- 9.6 The District 5 Disability Access Point will maintain a centralized waiting list, where appropriate, for applicants for Short Term Services and Supports as stated in the District 5 Disability Access Point Operations Manual.
- 9.7 The District 5 Disability Access Point will assure all providers of prompt and accurate payment for services rendered according to the District 5 Disability Access Point's service authorization procedures.
- 9.8 The District 5 Disability Access Point will develop training and technical assistance resources of importance to provider network members.
- 9.9 The District 5 Disability Access Point will provide regular and clear feedback to provider network members on all relevant service system issues, as well as issues regarding individuals receiving services.

ARTICLE X

CONFLICT RESOLUTION:

- 10.2 **Concerns of Individuals Receiving Services.** The Provider shall address all concerns of individuals receiving services and their family members and to refer any unresolved concerns or requests for service provider changes to the County and the District 5 Disability Access Point.
- 10.3 **County-Provider Disputes.** Any disputes arising between the Provider and the County will be resolved in accordance with the dispute resolution procedures set out in the Disability Access Point Operations Manual.

ARTICLE XI

PROGRAM EVALUATION:

- 11.1 **District Evaluation.** The Provider shall cooperate with the District 5 Disability Access Point to evaluate the effectiveness of services provided under this contract and complete any evaluations as required by the state.

ARTICLE XII

PERFORMANCE BASED REIMBURSEMENT:

- 13.1 **Reimbursement.** Basis of reimbursement under this Agreement will be the Provider's basic rates and incentive payments, if available.
- 13.2 **Basic Rates.** Providers shall submit annual financial and statistical reports, which may be used as a basis for establishing a negotiated rate for units of services provided.

Provider shall not make changes to its services that may impact the delivery of its services without approval from the District 5 Disability Access Point. This includes any changes that will impact the cost of the contracted amount or rate of that service by 10% or more.

- 13.3 **Claims.** Claims will be submitted to the District 5 Disability Access Point by the Provider on the form specified by the District 5 Disability Access Point. Documentation to support each claim shall be maintained by the Provider for five (5) years unless a longer retention period is required by state or federal law. Documentation shall be filed in a manner which allows it to be readily located.
- 13.4 **Deadline for Submission.** Claims for services shall be submitted to the County within sixty (60) days of the last day of the month in which the service was provided. When it is not possible to submit claims within that time frame because of factors beyond the control of the Provider, the Provider may submit supplemental claims for individual services not previously claimed within one year in which the service was provided. Claims submitted past that date will not be allowed and will not be paid by the District 5 Disability Access Point unless a later submission time was approved in advance by the District 5 Disability Access Point Chief Executive Officer.
- 13.5 **Manual to Control Payment.** Claims will be paid by the District 5 Disability Access Point in accordance with procedures set out in the Disability Access Point Operations Manual.
- 13.6 **Third Party Recoveries.** The Provider shall make every reasonable effort to collect reimbursement for covered services rendered to individuals from any entity or third party that provides health insurance or other coverage or has another source of payment for the services provided. The Provider shall notify the District 5 Disability Access Point of any information relevant to a determination of liability of other parties for payment of services. The District 5 Disability Access Point will not subsidize rates established by governmental agencies, such as Medicare and Medicaid, nor rates negotiated through a contract with a third party, such as a health maintenance organization, a preferred provider organization, or accountable care organization. Anticipated reimbursement from other sources will be deducted from the District costs for each individual on an accrual basis.

- 13.7 **Fees for Individuals Receiving Services.** The Provider shall obtain reimbursement from covered individuals in a manner consistent with the Disability Access Point's policies.
- 13.8 **Performance Measures.** Providers will be measured and paid based on performance as defined in the Disability Access Point Operations Manual.

ARTICLE XIV

INDEMNIFICATION:

- 14.1 **Indemnification.** Provider shall indemnify, defend and hold harmless Polk County, Iowa, its elected and appointed officials, directors, boards, committees, employees, agents, their predecessors, successors and assigns from and against any and all claims, disputes, demands, damages, actions, judgements, liabilities, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County by reason of or resulting from any injury or damages to persons, including but not limited to personal injury, including death, or damages to property, including but not limited to the loss of use thereof, and or economic damages arising out of or in connection with the Provider's, its employee's, or agent's acts, errors, omissions, default, mismanagement or negligence of the Provider, its agents, officers, employees, assigns, designees, volunteers, service recipients or persons acting on behalf of the Provider in the performance of the obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.
- 14.2 Nothing in this agreement shall be deemed to be constitute a waiver by Polk County, Iowa of any defense available to it as a governmental entity pursuant to Iowa Code 670.4 as it now exists or may be amended from time to time.

ARTICLE XV

INSURANCE:

- 15.1 The Provider shall obtain and maintain throughout the term of this Agreement the types of insurance and coverage amounts as specified in the terms contained in the attachments identified below and contained herein.
- 15.1.1 Types of Insurance, policy limits, and Certificate of Insurance (See **Attachment C**).

ARTICLE XVI

CONFIDENTIALITY:

- 16.1 **Information about Individuals Receiving Services.** The Provider, Polk County, and the District 5 Disability Access Point shall treat all information about individuals receiving services as confidential in accordance with applicable state and federal statutes, laws and regulations. The Provider, Polk County, and the District 5 Disability Access Point shall use appropriate safeguards to maintain the security and privacy of any protected health information (PHI), as defined by the U.S. Department of Health and Human Services in its final regulations pursuant to the Health

Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act and all related regulations.

The Provider and the District 5 Disability Access Point shall establish policies and procedures for ensuring the rights granted to consumers by HIPAA are protected and shall issue and maintain separate notices of privacy practices for consumers.

The District 5 Disability Access Point will provide a mechanism for submission of electronic claims and receipt of electronic remittance advice through the District data collection system.

All Parties agree to report to the other Parties any and all unauthorized uses or disclosures of PHI within five (5) days from the date the Party becomes aware of the violation, as well as any sanctions or remedial actions taken with regard to the unauthorized use or disclosure. The Parties agree to cooperate with each other in mitigating any harmful effects of such use or disclosure.

- 16.2 **Outside Reports.** Documents generated by the Provider or the District 5 Disability Access Point for distribution to a third party shall not contain any names of individuals receiving services or other identifying information unless authorized by the individual or their legal representative.
- 16.3 **Data Collection System Protocols.** The Provider shall comply with all requirements of the protocols established for the District 5 data collection system, and when designated, the statewide data collection system
- a. Each provider agrees that as a condition to obtaining certain confidential consumer information about individuals in the database that they will use the information obtained from other network members solely for the purposes of providing services to the individuals.
 - b. Network members agree that they will not search for information about an individual until they are contacted as a potential provider to the person. Under Chapter 228 of the Iowa Code, only providers of service may have access to administrative mental health information. Providers who seek information about an individual from the data collection system who are not providers to the individual are doing so in violation of chapter 228. The data collection system is available only to providers who are members of the District 5 Disability Services Network.
 - c. Network members agree that they will monitor the use of the data collection system by employees and that they will have policies and procedures which will assure that information within the system is used appropriately. If there are any violations of the protocols to safeguard information, the District 5 Disability Access Point will be immediately notified in writing.
 - d. Network members agree that they will hold the information contained in the data collection system in the strictest confidence; that they will not disclose the information provided to them to any person unless authorized pursuant to Chapter 228 of the Iowa Code. If use of mental health information such as diagnosis or the content of treatment is appropriate to the provision of services, a provider will obtain a Release of Information from the consumer that complies with Chapter 228.

- e. In order for the data collection system to operate in a manner helpful to individuals receiving services and providers, data must be provided in a timely and accurate manner and routinely updated.

ARTICLE XVII

MISCELLANEOUS:

- 17.1 **Entire Agreement:** This Agreement supersedes and replaces any previous contract, agreement, letters of intent or any other document between the County and the Provider for the services described in this Agreement or any of its attachments.
- 17.2 **Attachments:** Any attachments, appendices, exhibits, schedules referred to herein or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.
- 17.3 **Headings:** The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 17.4 **Amendments:** This Agreement may not be amended or modified nor the services, requiring compensation by the County, expanded in any way without the prior written agreement by the authorized representatives of the Parties, which expressly describes the amendment.
- 17.5 **No Assignment:** The Provider shall not assign or subcontract any of the duties or responsibilities it is obligated to perform, pursuant to the terms and conditions of this Agreement without the prior express written consent of the County.
- 17.6 **No Agency:** This is not an Agreement for employment. This Agreement shall not create the relationship of agent, servant, employee, legal or business partnership, joint venture, or association between the Provider and the County. The Provider, its officers, employees and agents shall not be considered employees of Polk County for any purposes. The Provider is an independent contractor who shall have exclusive control over its facilities and the manner in which the services, obligated to be provide pursuant to this Agreement, are performed. The provider shall be the employer of appropriate personnel, shall designate personnel to perform duties and supervise personnel employed by the Provider.
- 17.7 **Severability:** If any term, provision, or condition of this Agreement is found to be illegal, void, or unenforceable by a court of competent jurisdiction, the invalidity or non-enforceability of such term or terms shall not affect the validity or enforceability of the remainder of this Agreement.
- 17.8 **Force Majeure:** If Provider or County is unable, in whole or in part, to act in accordance with the terms of this Agreement, due to an act of God, acts of public enemies, epidemics, tornadoes, lighting, earthquakes, fire, floods, or explosions, neither party shall be deemed in default during the continuance of such inability. Both parties shall remedy with all reasonable efforts such cause preventing either party from carrying out its duties or obligation (s) contained in this Agreement.
- 17.9 **Governing Law:** The laws of the state of Iowa shall govern the validity and interpretation of the provisions, terms, and conditions of this Agreement.

- 17.10 **Notice.** Any notice, request, demand, or other communication required in this Agreement shall be given in writing and shall be delivered personally, or sent by certified mail or by express mail courier service to the person and address below:

PROVIDER: Julia Castillo, Chief Executive Officer
HIRTA Public Transit
2824 104th Street
Urbandale, Iowa 50322

COUNTY: Annie Uetz,
Chief Executive Officer
c/o Polk County Behavioral Health & Disability Services Dept.
Polk County River Place
2309 Euclid Avenue
Des Moines, Iowa 50310

All communication will be deemed given upon delivery or attempted delivery to the person designated above at the designated address.

SIGNATURE PAGE

IN WITNESS WHEREOF, each party has caused this Agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said Party.

HIRTA PUBLIC TRANSIT

POLK COUNTY, IOWA

By: _____

By: _____

Name: Julia Castillo

Name: Matt McCoy

Title: Chief Executive Officer

Title: Chair, Polk County Board of Supervisors

Date: _____

Date: _____

ATTACHMENT A

SERVICE DEFINITIONS

Name of Provider: HIRTA Public Transit

Individual consumer access to services in this attachment is contingent upon level of support needs as defined in the Operations Manual.

If Medicaid funding is used, providers must meet requirements for those services.

Description of the services to be provided by Provider:

Transportation – Services or aid provided for individuals to conduct business, medical, or essential errands, travel to and from employment or day services, and reduce social isolation. Minors will need to be accompanied by a parent, guardian, or designated adult.

ATTACHMENT B

TERMS OF COMPENSATION

Name of Provider: HIRTA Public Transit

This contract is effective as of the 1st day of July, 2025, and shall remain in effect until the 31st day of December 2025.

The rates set forth in this attachment to the contract shall be effective for the term set forth above, unless amended by agreement of the Parties pursuant to the terms and procedures set forth in Articles I through X of the contract.

Cost Summary

Services	Number of Units Anticipated per Fiscal Year	Type of Unit	Rate per Unit	Total Anticipated County Payment after Deduction of 3 rd Party Payments
Transportation	439	Trip	Varies	\$33,829.00
Total Amount	439			\$33,829.00

Unit Type Services with an “*” are rates set using Medicaid tiered fee schedule and/or metered trips and are averages.

Compensation to be paid based upon the Provider's satisfaction of the terms of the contract.

The District shall not be required to pay more than the TOTAL AMOUNT, as stated above, per fiscal year, July 1 through June 30, for services provided pursuant to this contract, regardless of the amount of service actually provided, nor shall the Provider be obligated to supply more than the TOTAL AMOUNT, as stated above, of services per fiscal year at the rates set out above during the term of this contract. Units of service and total dollar limits shall be pro-rated, based on time, to accommodate partial fiscal years during which this cost summary is in effect.

Notwithstanding the payment rates established above, the Provider shall not, without complete disclosure to the County, the District 5 Disability Access Point and the written consent of the County and the District 5 Disability Access Point thereto, charge the County an amount or at a rate greater than the amount or rate charged any other person for the same or essentially similar services.

ATTACHMENT C

TYPES OF INSURANCE, POLICY LIMITS, AND CERTIFICATE OF INSURANCE

Polk County, Iowa

GENERAL INSURANCE REQUIREMENTS

In order to protect both the Contractor and Polk County, Contractor shall purchase and maintain insurance throughout the term of the Agreement. This insurance shall be provided by an insurance company authorized to do business in the state of Iowa as a domestic, foreign, or surplus lines carrier, and assigned an A.M. Best Financial Strength Rating of “A-” or better.

A Certificate of Insurance evidencing the required coverage shall be submitted to Polk County for approval before any work begins. It shall be the responsibility of the Contractor to maintain the required insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure to maintain the required insurance shall be treated as a breach of contract and shall be considered sufficient and just cause to suspend work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Contractor shall provide Polk County, Iowa with thirty (30) days advanced written notice before any policy shown on the certificate of insurance is materially changed, cancelled, or non-renewed. These insurance requirements apply with equal force, regardless of whether the work is performed by employees of the Contractor, by a subcontractor, or by an independent contractor. Coverages and limits below shall be minimum coverage requirements and in no way limits the liability of the contractor, vendor, or service provider.

MINIMUM INSURANCE REQUIREMENTS

1. Workers’ Compensation and Employers’ Liability:

- Worker’s Compensation: Statutory limits
- Employer’s Liability Limits: \$500,000/ \$500,000/ \$500,000

Waiver of Subrogation: Contractor’s Workers’ Compensation policy must be endorsed to add a Waiver of Subrogation in favor of Polk County, Iowa.

2. Commercial General Liability:

- Each Occurrence Limit \$ 1,000,000
- Personal & Advertising Injury Limit \$ 1,000,000
- Products & Completed Operations Limit \$ 1,000,000
- General Aggregate Limit \$ 2,000,000
- Medical Expense Limit \$ 5,000

General Liability coverage shall be no less comprehensive than the coverage provided by a standard Commercial General Liability policy using CG0001. As such, the policy shall include contractual

liability, premises and operations, completed operations, and XCU coverage. The policy shall be written on an “occurrence” basis, not “claims-made”.

Additional Insured: “Polk County, Iowa, its elected and appointed officials, employees, agents, their successors and assigns” shall be named as an additional insured.

In order to preserve the governmental immunities available to Polk County, Contractor’s General Liability policy shall contain a Non-Waiver of Governmental Immunities endorsement containing the following language:

Non-Waiver of Governmental Immunity:

We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured does not waive any of the defenses of governmental immunity available to Polk County pursuant to Section 670.4 of the Iowa Code, as it now exists and as it may be amended from time to time.

We, the insurance carrier and insured, further agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa for reasons of governmental immunity unless and until a court competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County.

3. Automobile Liability:

- Combined Single Limit: \$1,000,000

This insurance shall cover all vehicles used by Contractor whether they are owned, non- owned, or hired. Waiver of subrogation applies in favor of Polk County, Iowa.

4. Excess Liability/ Umbrella:

Excess/Umbrella coverage should extend over the underlying General Liability, Auto Liability, and Employers’ Liability coverage.

The type of work or service being provided under this agreement will determine the required Excess Liability/ Umbrella limit. The line item checked below indicates the required limit:

- \$1,000,000
- \$2,000,000
- \$5,000,000

The total required limits may be achieved by any combination of underlying and Excess coverage.

ADDITIONAL INSURANCE REQUIREMENTS

If the product or service to be provided presents additional exposures not contemplated by the minimum insurance requirements listed above, the following additional insurance coverages may be required. A checked line item indicates Contractor must provide the additional coverage.

☐ **Professional Liability (Errors & Omissions):**

☐ \$1,000,000 limit
☐ \$2,000,000 limit

Required when professional services are rendered. If coverage is written on a "claims-made" basis, coverage must remain in force for at least three years after project is complete.

☐ **Performance Bond: Limit = 100% of the total contract amount.** Required for various construction projects.

☐ **Builder's Risk: Limit = 100% of the replacement cost of proposed construction.** Required for various construction projects.

☐ **Cyber Liability: \$1,000,000 limit**
Required for Contractors accessing or interfacing with Polk County's IT system.

☐ **Liquor Liability: \$1,000,000 limit.** Required if Contractor will be serving alcohol.

MISCELLANEOUS

1. **Cost of Insurance.** The cost of providing any required insurance coverage is the responsibility of the Contractor. Polk County shall make no direct payments to the Contractor for any costs associated with the purchase of any insurance coverage.
2. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract Agreement, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, in either their personal capacity or in their official capacity as an official of Polk County. Said agents or representatives shall only be understood and considered to act in such matters as the agent and representative of the contracting authority and governmental entity and political subdivision of the State of Iowa, Polk County, Iowa.
3. **Non-Waiver of Legal Rights.** Polk County, Iowa shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Terms of the contract Agreement.

Polk County, Iowa shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the Terms of the contract Agreement. Neither the acceptance by Polk County, Iowa, nor any agent or representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County, Iowa shall operate as a waiver of any portion

of the contract Agreement, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract Agreement shall not be held to be a waiver of any other subsequent breach.

4. **Waiver of Subrogation.** The Contractor hereby releases Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents and assigns from and against any and all liability or responsibility to Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss without regard to the fault of Polk County or the type of loss involved, including loss due to occupational injury.
5. **OSHA Compliance.** The Contractor is required to and shall be in compliance with all OSHA safety guidelines and regulations at all times during the term and duration of this agreement.
6. **Certificates of Insurance.** The Contractor shall provide Polk County with a Certificate of Insurance evidencing the required insurance coverage herein, utilizing the current ACORD form. The Certificate shall be submitted with each set of contract documents.

Contract documents shall not be submitted to the Board of Supervisors for approval or execution until the Certificate of Insurance has been received, reviewed, and approved by Polk County staff. Please note:

- Certificate should be sent to:

Polk County, Iowa
Attention: Risk Management
111 Court Avenue, Suite 372
Des Moines, IA 50309
- The project name and work order number should be clearly noted in the “description” section of the Certificate.
- A copy of the Non-Waiver of Governmental Immunities endorsement should be attached to the Certificate.
- A properly completed sample certificate is provided for reference, showing the minimum insurance requirements with attached Non-Waiver of Governmental Immunities endorsement. Your specific insurance requirements may vary as outlined in this document.
- See attached “Sample”

(Revised 03/01/2024)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 987 Pine Lane Anytown, IA	CONTACT NAME: Joe Agent PHONE (A/C, No, Ext): (xxx)XXX-XXXX E-MAIL: joe_agent@abcagency.com	FAX (A/C, No):
IA 50309	INSURER(S) AFFORDING COVERAGE INSURER A: XYZ Company	NAC # 12345
INSURED DEF Contractors, Inc. 456 SW 1st Street Anyplace, IA	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	PRODUCER INSR	INSURED INSR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIM-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOG ☐ OTHER:	Y	Y	Policy #	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	Policy #	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB RETENTION \$ ☐ OCCUR ☐ CLAIM-MADE			Policy #	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A Y	Policy #	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - SA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Falcon, Work Order #12345

CERTIFICATE HOLDER Polk County, Iowa 111 Court Ave Des Moines, IA 50309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Must be signed
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Governmental Jurisdiction(s):

Polk County, Iowa, its elected and appointed officials, employees,
agents, their predecessors, successors, and assigns

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Nonwaiver of Governmental Immunity

We expressly agree and state that the purchase of this policy and including the governmental jurisdiction(s) shown in the schedule as an additional insured does not waive any of the defenses of governmental immunity available to the jurisdiction(s) under Code of Iowa Section 670.4 as it now exists and it may be amended from time to time.

Claims Coverage

We further agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity

The governmental jurisdiction(s) shown in the schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the governmental jurisdiction(s) shown in the schedule.

Non-Denial of Coverage

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the governmental jurisdiction(s) shown in the schedule under this policy for reasons of governmental immunity unless and until a court competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the governmental jurisdiction(s) shown in the schedule.

No Other Change in Policy

We and the governmental jurisdiction(s) shown in the schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is by and between Polk County, Iowa, a governmental subdivision and organized under the laws of the State of Iowa with a principal business address at 111 Court Avenue, Des Moines, Iowa 50309 (“Covered Entity”), and Heart of Iowa Regional Transit Agency, d/b/a HIRTA Public Transit, with a principal business address at 2824 104th Street, Urbandale, Iowa (“Business Associate”) (collectively, the “Parties”) and effective as of July 1, 2025 (“Effective Date”).

RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity that requires Covered Entity to have access to certain Protected Health Information and, in connection with those services, Covered Entity may disclose to Business Associate, or Business Associate may create on Covered Entity’s behalf, Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA,” found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (“HIPAA Regulations,” found at 45 C.F.R. Parts 160, 162 and 164);

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and regulations promulgated thereunder 45 C.F.R. parts 160 and 164, and as may be amended from time to time (collectively the “Privacy and Security Regulations”);

WHEREAS, Covered Entity is a “covered entity”, as defined in the HIPAA Regulations;

WHEREAS, Business Associate is a “business associate” of Covered Entity, as defined in the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”); and

WHEREAS, pursuant to the HIPAA Regulations, all business associates of Covered Entity, as a condition of doing business with Covered Entity, must agree in writing to certain mandatory provisions regarding, among other things, the privacy and security of Protected Health Information; and

WHEREAS, in accordance with the Privacy and Security Regulation, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations; and

WHEREAS, this Agreement is not intended to represent Covered Entity and Business Associate’s exclusive obligation with respect to the use or disclosure of protected health information, and the absence of a specific requirement in this Agreement shall not relieve a party of its obligation to be aware of and comply with any other applicable laws, rules, and regulations.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

- a. “Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information, which compromises the security and 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.
- b. “Business Associate” shall mean the entity whose name appears in this Agreement and whose status has been determined in accordance with the Privacy Rule under 45 C.F.R. § 160.103.
- c. “Covered Entity” shall mean Polk County, Iowa.
- d. “Data Aggregation” has the same meaning as the term “data aggregation” in 45 C.F.R. 164.501.
- e. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. 164.501.
- f. “Electronic Protected Health Information” or “ePHI” has the same meaning as the term “electronic protected health information” in 45 C.F.R. 160.103, limited to information created, or received or transmitted by Business Associate from or on behalf of Covered Entity.
- g. “Individual” has the same meaning as the term “individual” in 45 C.F.R. 106.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- h. “Information Systems” means an interconnected set of information resources under the same direct management and control that shares common functionality. A system normally includes hardware, software, information data, applications, communications, and people and has the same meaning as defined in 45 C.F.R §164.304.
- i. “Limited Data Set” has the same meaning as the term “limited data set” as defined in 45 C.F.R. 164.514(e)(2).
- j. “More Stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- k. “Notice of Privacy Practices” means a notice of privacy practices that complies with the standards set out in 45 C.F.R. 164.520.
- l. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts 160 and 164.
- m. “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 C.F.R. 160.103, limited to information created or received by Business

Associate from or on behalf of Covered Entity. Protected Health Information shall include Electronic Protected Health Information.

- n. "Required By Law" has the same meaning as the term "required by law" in 45 C.F.R. 164.103.
- o. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his designee.
- p. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system.
- q. "Security Standards" means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. parts 160 and 164.
- r. "Services" means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.
- s. "Subcontractor" means a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate. This includes any arrangements whereby formal assurances for privacy and security of PHI are required.
- t. Catch-All Definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules unless specifically expressed herein: Disclosure, Health Care Operations, Minimum Necessary, Subcontractor, Unsecured Protected Health Information and Use.

Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form by Covered Entity to Business Associate, or is created, received, maintained or transmitted by Business Associate on Covered Entity's behalf, will be subject to this Agreement. This Agreement will commence upon the Effective Date and will continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.

2. Obligations and Activities of Business Associate.

- a. Specific Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule or Security Standards if done by Covered Entity as permitted herein.
- b. Other Business Associates. As part of its providing functions, activities, and/or services to Covered Entity as identified in § 2(a), Business Associate may disclose information, including Protected Health Information, to other business associates of Covered Entity and may use and disclose information, including Protected Health Information, received from other business

associates of Covered Entity as if this information was received from, or originated with, Covered Entity.

- c. Permitted Uses and Disclosures. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law to include:
 - i. Use PHI for the proper management and administration of Business Associate and/or carry out the legal responsibilities of Business Associate;
 - ii. The Disclosure is Required by Law; or
 - iii. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose it was Disclosed to the person.
- d. Safeguards for Protection of Protected Health Information. Business Associate agrees to implement and use appropriate administrative, physical and technical safeguards as set forth in the Privacy and Security Regulations that reasonably and appropriated protect the confidentiality, integrity and availability of PHI and ePHI that creates, receives, maintains, transmits on behalf of Covered Entity and to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement or as Required by Law.
- e. Reporting of Unauthorized Uses or Disclosures. Business Associate shall report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including a Security Incident and Breach of Unsecured PHI, as required by the Privacy and Security Regulations by notifying Covered Entity's Privacy Officer without unreasonable delay but no later, by telephone, within five (5) days of which Business Associate knows of such Breach, Unauthorized Use or Disclosure, or Security Incident, and shall provide a written report to Covered Entity's Privacy Officer not to exceed fifteen (15) days of awareness of Breach.
- f. Content of Report of Breach. In the event of a Breach of Protected Health Information, Business Associate shall provide Covered Entity a written report, without unreasonable delay, but no later than within fifteen (15) business day of Business Associate's awareness of the Breach. The report shall include:
 - i. The identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;
 - ii. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- iii. A description of the types of PHI that were involved in the Breach (full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information that were involved.”);
 - iv. Any steps that Covered Entity or the individual impacted by the Breach, should take to protect himself/herself from potential harm resulting from the Breach;
 - v. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the individual, and to protect against further Breaches; and
 - vi. Contact procedures for Covered Entity to ask Business Associate questions or learn additional information from Business Associate, which shall include a telephone number, e-mail address, and postal address.
- g. Make its internal practices books and records available to the Secretary for purposes of determining compliance with HIPAA Rules.
- h. Unless expressly authorized in writing to this Agreement, Business Associate shall not use offshore organizations or domestic organizations that intend to store or process PHI offshore.
- i. Prohibition on the Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity’s PHI unless Covered Entity or Business Associate obtain a valid signed authorization from the Individual whose PHI is at issue and the specifies whether the PHI can be further exchanged for remuneration by the entity receiving the PHI, except as otherwise permitted by the Privacy and Security Regulations.
- j. Agents and Subcontractors Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such Protected Health Information. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect such Electronic Protected Health Information.
- k. Authorized Access to Protected Health Information. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to allow Covered Entity to meet the requirements under 45 C.F.R. 164.524.
- l. Amendment of Protected Health Information. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably designated by Covered Entity.

- m. Secretary's Right to Audit. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes if the Secretary determining Covered Entity's compliance with the Privacy Rule.
- n. Accounting for Use and Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with:
 - i. The HIPAA Regulations accounting requirements as provided in 45 C.F.R. 164.528; and
 - ii. The accounting requirements as provided in the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, as amended, in the event Covered Entity uses or maintains an electronic health record at any time during this term of this Agreement.
- o. Business Associate agrees to provide to Covered Entity, in writing and within ten (10) business days of a written request, information collected in accordance of this section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information.
- p. Safeguards for Protection of Electronic Protected Health Information. Business Associate shall utilize appropriate and commercially reasonable administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information maintained or transmitted on behalf of Covered Entity, other than as provided for by this Agreement.
- q. Security Incidents. Business Associate agrees to:
 - i. Promptly report to Covered Entity any successfully unauthorized access, use disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing PHI of which Business Associate becomes aware; and
 - ii. Report to Covered Entity the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy ePHI or interfere with systems operations in an information system containing PHI, of which Business Associate becomes aware, provided that such reports shall be provided no more often than once per month unless otherwise agreed to by the parties.

- r. General Privacy Rule and Security Standards Compliance. Business Associate acknowledges that Business Associate is Required By Law to comply with the HIPAA Security Standards in accordance with 45 C.F.R. 164.302 through 164.316 and the provisions of the HIPAA Privacy Rule in accordance with 45 C.F.R. 164.504(e) in the same manner that such sections apply to Covered Entity, with respect to compliance with the standards in 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e).
- s. Minimum Necessary Requirement. Business Associate shall comply with the minimum necessary requirement, in accordance with 45 C.F.R. 164.502(b) of the HIPAA Regulations, with respect to the use, disclosure, or request of Protected Health Information by limiting such Protected Health Information, to the extent practicable, to:
 - a. The Limited Data Set; or
 - b. The minimum necessary to accomplish the intended purpose of such use, disclosure or request.
 - c. Business Associate represents and warrants that it has developed policies and procedures that limit the PHI to be Used, Disclosed or Requested to the minimum necessary standard.

3. Business Associate HIPAA Administrative Requirements

- a. Within ten (10) days of receipt of a request from Covered Entity for access to an Individual's PHI contained in a Designated Record set maintained by Business Associate, Business Associate or its agents or subcontractors, if any, shall make such PHI available to Covered Entity for access to enable Covered Entity to fulfill its obligations under the HIPAA Rules, including but not limited to 45 C.F.R. §164.534. If a request is made directly from an Individual to Business Associate or its agents or Subcontractors for access to PHI, Business Associate must notify Covered Entity in writing within five (5) days of the request.
- b. Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set maintained by Business Associate, Business Associate or its agents or Subcontractors, if any, shall make such PHI available to Covered Entity for amendment and shall incorporate any such amendment to enable Covered Entity to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. §164.526. If an Individual requests an amendment of PHI Business Associate must notify Covered Entity in writing within five (5) days of the request.
- c. Within ten (10) days of notice by Covered Entity of a request for an accounting of those Disclosures of PHI required to be accounted for under the Privacy Rule ("accounting Disclosures"), Business Associate and any of its agents or Subcontractors shall make available to Covered Entity to fulfill its obligations under the HIPAA Rules, including but not limited to 45 C.F.R. §164.528.

- i. Business Associate shall not disclose any PHI unless such Disclosure is required by law. Business Associate shall document such accountable Disclosures.
 - ii. Business Associate and any agents or Subcontractors is required to maintain documentation of all accountable Disclosures and any other required information in accordance with 45 C.F.R. §164.
- d. Pursuant to 45 C.F.R. §164.522, Business Associate shall comply with any agreement that Covered Entity makes that either restricts the Use or Disclosure of PHI or requires confidential communication about PHI provided that Covered Entity notifies Business Associate of the restriction or confidential communication obligations. Covered Entity shall promptly notify Business Associate in writing upon termination of any agreed restriction or confidential communication.
- e. Business Associate acknowledges that Business Associate does not have ownership rights to the PHI.
- f. To the extent Business Associate's Services include regularly extending, renewing, or continuing credit to an individual, or regularly allowing an individual to defer payment or services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Business Associate warrants that it shall comply with the Red Flag Rules.
- g. If Business Associate receives a subpoena, or similar notice or civil or administrative demand, or any other demand for production of PHI ("Document Demand"), Business Associate shall as soon as practicable forward a copy of such Document Demand to Covered Entity but no later than five (5) days of receipt unless prohibited by law and afford Covered Entity the opportunity to exercise any rights it may have under the law. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards of 45 C.F.R. §164.512(e), Business Associate shall timely respond to the Document Demand.
- h. If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).
- i. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, at Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate, its agents or its Subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible. The provisions of this section shall survive termination of the Agreement.

- j. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years from the date of its creation or when it was last in effect, whichever is later.
- k. Within ten (10) business days of a written request by Covered Entity, Business Associate and its agents or Subcontractors, if any, shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the Use or Disclosure of PHI pursuant to this Agreement for the purposes of determining if Business Associate has complied with this Agreement and the HIPAA rules.

4. Obligations of Covered Entity.

- a. Notice of Privacy Practices. Covered Entity shall provide Business Associate with its Notice of Privacy Practices, as well as any changes to such notice, if such changes affect Business Associate's use or disclosure of PHI or ePHI.
- b. Revocation of Permitted Use or Disclosure of Protected Health Information. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Restrictions on Use or Disclosure of Protected Health Information. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.
- d. Requested Uses or Disclosures of Protected Health Information. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Except that Business Associate may use or disclose Protected Health information for management and administrative activities of Business Associate and for Data Aggregation.

5. Term and Termination.

- a. Term. This Agreement shall commence on the Effective Date and continue until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if Covered Entity agrees that it is infeasible to return or destroy such Protected Health Information, the protections are extended to such information in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall inform Business Associate in writing of such breach and provide Business Associate an opportunity to cure the breach within thirty (30) days. If Business Associate does not cure the breach within thirty (30) days, Covered Entity may immediately terminate this Agreement and any underlying agreements between Covered Entity and Business Associate upon written notice to Business Associate.

c. Effect of Termination.

- i. Except as provided in paragraph (ii) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information; provided Business Associate obtains in advance the consent of Covered Entity to maintain and not destroy the Protected Health Information.

6. Miscellaneous.

- a. Amendment. Business Associate and Covered Entity agree to work in good faith to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. Business Associate and Covered Entity agree to take such action as is reasonably necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Regulations. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by Business Associate and Covered Entity.
- b. Inconsistency with HIPAA. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Regulations, the HIPAA Regulations shall prevail. Where provisions of this Agreement are different and/or more restrictive than those mandated by the HIPAA Regulations, but are nonetheless permitted by law, the provisions of this Agreement shall control.
- c. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d. No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any term or provision.

- e. Applicable Law. This Agreement shall be governed by the laws of Iowa, without reference to the principles of Iowa law respecting conflicts of laws. Any action or other proceeding arising under or in connection with this Agreement must be adjudicated exclusively in an Iowa District Court or a federal court in Iowa.
- f. Notices. Any notices to be given hereunder shall be made via U.S. Mail or express courier, or hand delivery to the respective address given below, and/or (other than for the delivery of fees) via facsimile telephone numbers listed below:

If to Business Associate: Julia Castillo, Chief Executive Officer
 HIRTA Public Transit
 2824 104th Street
 Urbandale, Iowa, 50322

If to Covered Entity: Polk County, Iowa
 Annie Uetz,
 Chief Executive Officer
 c/o Polk County Behavioral Health & Disability Services
 Dept.
 Polk County River Place
 2309 Euclid Avenue
 Des Moines, Iowa 50310
 Telephone No.: (515) 286-3580
 Email Address: annie.uetz@polkcountyiowa.gov

- g. Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- h. Mitigation and Cooperation. Business Associate shall mitigate, at Business Associate's sole cost and expense, any harmful effect that is known to Business Associate or one of its agents or subcontractors for the Breach, or Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Regulations. Covered Entity shall ensure a Breach risk assessment is conducted to determine whether PHI has been compromised and notification to affected Individuals is required. Business Associate shall cooperate with Covered Entity in the investigation of the event, conducting a Breach risk assessment, and notification of Individuals as required by the Privacy and Security Regulations. Covered Entity may delegate any or all aspects of the investigation, Breach risk assessment and notification of Individuals to Business Associate.
- i. Notification costs related to Breach of PHI. In the event of a Breach of PHI caused by Business Associate, the costs related to notifying the affected Individuals shall be borne by Business Associate. Such costs, if appropriate and reasonable under the circumstances, may include the actual costs of notification, setting-up and managing a toll-free number and credit monitoring.
- j. Independent Contractor. Covered Entity and Business Associate expressly acknowledge and agree that Business Associate is an independent contractor and shall not for any purpose be deemed an agent, employee, servant, partner or joint venture of Covered Entity.

- k. Conflict. In the event that there is a conflict between the language of this Agreement and the underlying Services Agreement, if any, between the parties, the terms and conditions of this Agreement shall control.
- l. Survival. The respective rights and obligations of this Agreement shall survive the termination of this Agreement.
- m. Entire Agreement. This Agreement and attachments, if any, hereto constitutes the entire agreement between the Covered Entity and Business Associate, and cancels an supersedes or replaces any prior agreements between Covered Entity and Business Associate relating to its subject matter. It is expressly understood and agreed that no verbal representation, promise or condition, whether made before or after signing of this Agreement, shall be binding upon the parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

HIRTA PUBLIC TRANSIT

POLK COUNTY, IOWA

By: _____

By: _____

Name: Julia Castillo

Name: Matt McCoy

Title: Chief Executive Officer

Title: Chair, Polk County Board of Supervisors

Date: _____

Date: _____

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

HEART OF TRANSIT INVESTMENTS

The Heart of Transit was established by HIRTA in 2018 as a stand-alone 501(c)(3) nonprofit organization to provide a mechanism for fundraising and grant-seeking opportunities not available to HIRTA as a governmental body. Since its founding, Heart of Transit has successfully raised over \$235,000 through small grants, private foundations, individual donors, and community partners such as the United Way. These funds provide vital support for programs and initiatives that strengthen HIRTA's mission and services.

Currently, the Heart of Transit has a balance of approximately \$57,093 earning only 0.25% interest. The Greater Des Moines Community Foundation offers several long-term investment portfolio options with higher potential returns, including:

- **Long-Term Growth Portfolio** – Seeks maximum growth with controlled risk through a diversified portfolio of global stocks, bonds, and alternative strategies. *YTD return as of July 31, 2025: 8.3%*
- **Indexed Growth Portfolio** – Seeks maximum growth primarily through index funds and a diversified portfolio of global stocks, bonds, and liquid alternative investments. *YTD return as of July 31, 2025: 9.2%*
- **Moderate Growth Portfolio** – Designed for growth at a more moderate level of volatility. *YTD return as of July 31, 2025: 6.8%*

Staff recommends investing \$30,000 of Heart of Transit funds with the Greater Des Moines Community Foundation by allocating \$10,000 to the Long-Term Growth Portfolio, \$10,000 to the Indexed Growth Portfolio, and \$10,000 to the Moderate Growth Portfolio. These funds are intended as long-term investments to grow Heart of Transit's capacity to support future programs and initiatives.



Portfolio	Market Value	LT Expected Return (20-Yr)	Total Portfolio Fee	Returns (%)								Inception Std. Deviation	Inception Date
				3-Mo	YTD	1-Yr	3-Yr	5-Yr	7-Yr	10-Yr	Inception		
Long-Term Growth Portfolio	\$448,293,443	7.4%	0.82%	7.8	8.3	10.5	10.3	9.9	7.9	7.4	7.7	10.5%	Oct-02
Long Term Growth SAA		-	-	8.3	8.8	11.8	10.4	9.6	7.8	7.5	-	-	Sep-11
70% MSCI ACWI IMI/30% BBg Aggregate		-	-	8.4	9.7	11.9	10.7	8.1	7.3	7.3	7.7	-	Oct-02
Indexed Growth Portfolio	\$115,426,222	6.7%	0.07%	8.1	9.2	11.4	10.1	8.3	7.5	7.1	7.6	10.6%	Jun-10
Indexed Growth SAA		-	-	8.4	9.7	11.9	10.1	7.8	6.9	7.0	-	-	Feb-14
70% MSCI ACWI IMI/30% BBg Aggregate		-	-	8.4	9.7	11.9	10.7	8.1	7.3	7.3	7.9	-	Jun-10
Moderate Growth Portfolio	\$25,358,619	6.0%	0.23%	4.7	6.8	8.3	7.2	5.3	5.1	4.7	5.3	6.9%	Jun-10
Moderate Growth SAA		-	-	4.0	7.7	8.0	5.9	2.9	3.7	3.9	-	-	Feb-14
30% MSCI ACWI IMI/70% BBg Aggregate		-	-	3.5	7.4	7.6	5.4	2.3	3.4	3.7	4.2	-	Jun-10

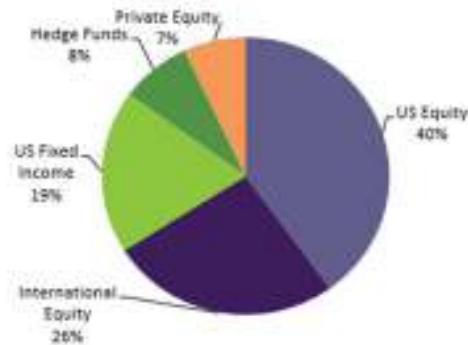
LT Expected Returns are estimates based on Mercer's expectations of asset class returns. Returns are not guaranteed. Past performance is no indication of future results. Any return greater than one year is annualized.

Strategic Asset Allocation (SAA) includes broad benchmarks for equities, fixed income and alternative investments.

Total Portfolio Fee is inclusive of investment management, consulting and custodian fees but does not include the Community Foundation's administrative fee. All returns are net of Total Portfolio Fees.

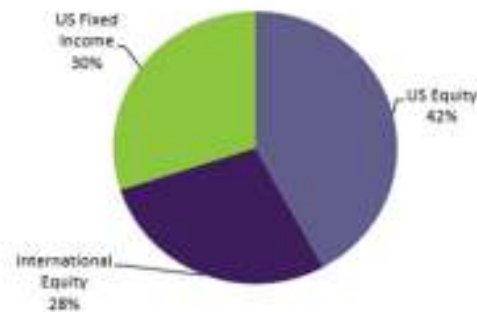
Long-Term Growth Portfolio

This portfolio seeks maximum growth and controlled risk through a diversified portfolio of global stocks, bonds and alternative investment strategies. It is appropriate for assets that will remain invested for at least five years to benefit from long-term opportunities that can only be realized from a patient investment strategy.



Indexed Growth Portfolio

This portfolio seeks maximum growth primarily through index funds resulting in lower active management risk. It is appropriate for assets that will remain invested for at least five years to benefit from long-term opportunities that can only be realized from a patient investment strategy.



Moderate Growth Portfolio

This portfolio is designed for growth at a more moderate level of risk. It is appropriate for assets that will remain invested for at least three years.



As a fund advisor, you may allocate to one or more investment portfolios, and you may change the investment allocation once per year or upon a significant change in charitable goals or time horizon for depleting the fund. The Community Foundation will maintain your fund's investment allocation through bi-monthly rebalancing. Investments are exposed to market risks and may experience significant volatility and principal loss.

Important notices

References to Mercer shall be construed to include Mercer LLC and/or its associated companies.

© 2020 Mercer LLC. All rights reserved.

This contains confidential and proprietary information of Mercer and is intended for the exclusive use of the parties to whom it was provided by Mercer. Its content may not be modified, sold or otherwise provided, in whole or in part, to any other person or entity, without Mercer's prior written permission.

Mercer does not provide tax or legal advice. You should contact your tax advisor, accountant and/or attorney before making any decisions with tax or legal implications.

The findings, ratings and/or opinions expressed herein are the intellectual property of Mercer and are subject to change without notice. They are not intended to convey any guarantees as to the future performance of the investment products, asset classes or capital markets discussed. Past performance does not guarantee future results. Mercer's ratings do not constitute individualized investment advice.

Information contained herein has been obtained from a range of third party sources. While the information is believed to be reliable, Mercer has not sought to verify it independently. As such, Mercer makes no representations or warranties as to the accuracy of the information presented and takes no responsibility or liability (including for indirect, consequential or incidental damages), for any error, omission or inaccuracy in the data supplied by any third party.

This does not constitute an offer or a solicitation of an offer to buy or sell securities, commodities and/or any other financial instruments or products or constitute a solicitation on behalf of any of the investment managers, their affiliates, products or strategies that Mercer may evaluate or recommend.

The value of your investments can go down as well as up, and you may not get back the amount you have invested. Investments denominated in a foreign currency will fluctuate with the value of the currency. Certain investments, such as securities issued by small capitalization, foreign and emerging market issuers, real property, and illiquid, leveraged or high-yield funds, carry additional risks that should be considered before choosing an investment manager or making an investment decision.

This presentation is for sophisticated investors only and accredited or qualified investors only. Funds of private capital funds are speculative and involve a high degree of risk. Private capital fund managers have total authority over the private capital funds. The use of a single advisor applying similar strategies could mean lack of diversification and, consequentially, higher risk.

Funds of private capital funds are not liquid and require investors to commit to funding capital calls over a period of several years; any default on a capital call may result in substantial penalties and/or legal action.

An investor could lose all or a substantial amount of his or her investment.

There may be restrictions on transferring interests in private capital funds. Funds of private capital funds' fees and expenses may offset private capital funds' profits.

Funds of private capital funds are not required to provide periodic pricing or valuation information to investors. Funds of private capital funds may involve complex tax structures and delays in distributing important tax information.

Funds of private capital funds are not subject to the same regulatory requirements as mutual funds.

Fund offering may only be made through a Private Placement Memorandum (PPM).

For the most recent approved ratings of an investment strategy, and a fuller explanation of their meanings, contact your Mercer representative.

For Mercer's conflict of interest disclosures, contact your Mercer representative or see www.mercer.com/conflictsofinterest.

Returns for periods greater than one year are annualized. Returns are calculated net of investment management fees, unless noted as gross of fees.

Style analysis graph time periods may differ reflecting the length of performance history available.

Investment management and advisory services for U.S. clients are provided by Mercer Investments LLC (Mercer Investments). In November, 2018, Mercer Investments acquired Summit Strategies Group, Inc. ("Summit"), and effective March 29, 2019, Mercer Investment Consulting LLC ("MIC"), Pavilion Advisory Group, Inc. ("PAG"), and Pavilion Alternatives Group LLC ("PALTS") combined with Mercer Investments. Certain historical information contained herein may reflect the experiences of MIC, PAG, PALTS, or Summit operating as separate entities. Mercer Investments is a federally registered investment adviser under the Investment Advisers Act of 1940, as amended. Registration as an investment adviser does not imply a certain level of skill or training. The oral and written communications of an adviser provide you with information about which you determine to hire or retain an adviser. Mercer Investments' Form ADV Part 2A & 2B can be obtained by written request directed to: Compliance Department, Mercer Investments, 99 High Street, Boston, MA 02110.

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

Exhibit 6

HIRTA INVESTMENTS

HIRTA currently has \$1,640,766 invested in a variety of CDs at a 3.92% interest rate, maturing on October 9, 2025. These funds have been maintained in short-term (6-month) CDs in anticipation of the grant contract for the new maintenance facility, which is now signed. As we move forward with land negotiations, having more accessible funds will be important to manage cash flow while awaiting reimbursements from the facility grant.

The funds could be rolled over into new CDs at current rates of 4.15% for 3-month terms or 4.1% for 6-month terms, or they could be moved into a money market account earning 3% interest. While the money market option offers a slightly lower rate of return, it would provide greater flexibility and allow immediate access to funds as needed.

Staff recommends moving the current investments into a money market account to ensure sufficient liquidity during the facility development process.

Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 6

Exhibit 7

Exhibit 7

Exhibit 7

Exhibit 7

LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this _____, by and between Jasper County, Iowa ("Landlord"), whose address, for the purpose of this lease, is 101 First St. North, Newton, IA 50208 and Heart of Iowa Regional Transit Agency (HIRTA) ("Tenant"), whose address for the purpose of this lease is 2824 104th St., Urbandale, IA 50322.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Jasper County, Iowa:

Two small offices containing approximately 230 square feet plus non-exclusive use of approximately 160 square feet of adjacent common areas located in the South-Southwest portion of the structure presently situated upon the property locally known as 2401 First Avenue East in Newton, Iowa, together with exclusive use of a small portion of the outside adjacent parking area sufficient for placement by Tenant of a small (removable) storage building to be placed by Tenant at Tenant's sole expense in a location suitable to both Landlord and Tenant,

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on October 1, 2025, and ending on September 30, 2028, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent \$500.00 per month, in advance commencing on October 1, 2025, and on the 1st day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 18% per annum.
3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.
4. **USE.** Tenant shall use the premises only for nonprofit public transportation purposes for benefit of Jasper County residents and citizens.
5. **CARE AND MAINTENANCE.**
 - A. Tenant takes the premises as is, except as herein provided.
 - B. Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, and exterior decorating. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

- C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.** Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.
6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises, **except the following to be furnished by Landlord: heat, water, electricity, air conditioning, normal trash removal, sewer, cleaning services for common areas, and snow removal.** Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **INSURANCE.**
- A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
 - B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and

subrogation is waived under the owner's policy.

- 11. INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
- 12. DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within 20 days** after such notice; and both parties shall thereafter be released from all future obligations hereunder.
- 13. MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
- 14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

- A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

- B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. SIGNS.** Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.



Brandon Talsma, Jasper County, Iowa,
LANDLORD

Heart of Iowa Regional Transit Agency
(HIRTA), TENANT

Attest:



Jenna Jennings, Jasper County Auditor

Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 6

Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 8

Exhibit 8



Heart of Iowa Regional Transit Agency HIRTA Public Transit

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

September 25, 2025

HIRTA Board of Directors Certification
HIRTA Incentive Van Pool Program
Iowa Clean Air Attainment Program (ICAAP) Application

The Board of Directors of the Heart of Iowa Regional Transit Agency (HIRTA) hereby certifies the following:

1. **Commitment of Local Match:**

The HIRTA Board of Directors certifies that HIRTA is able and willing to commit the necessary local matching funds required for the implementation of the *HIRTA Incentive Van Pool Program* under the Iowa Clean Air Attainment Program (ICAAP).

2. **Maintenance and Operation of Project:**

The HIRTA Board of Directors further certifies that, upon completion of the project, HIRTA will be responsible for adequately maintaining and operating the project for public use throughout the project's useful life.

This certification is made in support of HIRTA's application to the Iowa Department of Transportation under the ICAAP program, which is funded through the Congestion Mitigation and Air Quality (CMAQ) program authorized by the Fixing America's Surface Transportation (FAST) Act.

Approved and Adopted by the HIRTA Board of Directors

on this 25 day of September, 2025.

Lisa Heddens
Board Chair, HIRTA

2824 104th Street, Urbandale, IA 50322 | www.RideHIRTA.com
Toll free: 1 (877) 686-0029 | Fax: (515)777-2745

Information/Discussion Items

Information

Discussion

Items

Information/Discussion Items

SUSTAINABILITY TASK FORCE

Background

Despite growing ridership (over 125,000 rides in FY 2025), HIRTA faces declining and inconsistent funding. Federal, state, and county contributions have dropped significantly, creating a deficit that threatens service continuity. Only 9 of 84 served cities contribute local funding. Costs continue to rise due to fuel, insurance, and staffing, while public awareness of transit's role in community wellbeing remains limited.

To address these challenges, a Sustainable Transit Task Force was established, bringing together diverse stakeholders from healthcare, chambers of commerce, nonprofits, government agencies, and community organizations.

Key Recommendations

- Create and distribute advocacy materials (fact sheets, rider stories, "HIRTA 101" toolkits).
- Launch awareness campaigns using social media, local radio, and newspapers.
- Host community events (e.g., Health Connector fairs, Touch-a-Truck promotions).
- Strengthen partnerships with healthcare providers, foundations, and employers.
- Pilot sponsorship models for specific transit services.
- Implement storytelling and social media campaigns tailored to each county.
- Develop a sustainable, equitable funding model across counties and cities.
- Formalize partnerships with universities for research and communications support.
- Integrate transportation planning into county comprehensive plans.
- Explore innovative funding (Social Impact Bonds, carbon offset funds, endowments).
- Use ridership data to guide phased growth and efficiency improvements.

Next Steps

- Secure Local Buy-In: Present unified funding recommendations to counties and cities, ensuring equitable contributions.
- Expand Advocacy: Roll out public awareness and rider-driven campaigns to build broader community and legislative support.
- Strengthen Partnerships: Formalize collaborations with healthcare providers, universities, and foundations for joint funding and outreach.
- Use data-driven approaches to adjust services, sustain operations, and prepare for long-term expansion.

Executive Director's Report

Executive Director Report

Executive Director's Report

1. Admin / Maintenance Facility Update: **Still in negotiations on the land. Numerous meetings re: utility access, right of way, code requirements etc. on both properties**
 2. Indoor Bus Storage: HIRTA has been awarded funding for a bus storage facility. Location Boone. Will house 12 vehicles, have an indoor car wash/maintenance bay (for minor repairs/replacements) and breakroom. Iowa DOT wants us to do both of these properties in tandem, which we can do once we get the Facility Planning Basis Information Sheet approved. Approximately 3 acres possibly available so we are moving forward with having soil sampling done. **Meeting with Iowa DOT on 9/30 on a timeline for this project. Plat Survey done.**
 3. Still working on the Buy America waiver for the e-Jest small electric vehicle. **Sent another letter to FTA headquarters to see if there has been any more movement on this waiver. Also was able to talk to Administrator Marc Molinaro at the APTA Conference on the importance of this waiver.**
-
4. Conferences/Trainings/Events Attended or Upcoming
 - MidWest Transit Conference in KC – 9/3-9/5
 - APTA TRANSform Conf in Boston – 9/14-9/17
 5. ISU Facilitation of Financial Sustainability Study finalized. Big take away is we need to do an awareness campaign so people understand HIRTA is for anyone for any reason. Too many people think we are a specialist service fir only people with disabilities and older adults. We've talked with CyBiz to see if they would be interested in helping us do a campaign. Summary attached with September agenda.
 6. Grants have been submitted for Health Connector in Story County; Expanding Vanpool with Enterprise program and Awareness Campaign to help increase ridership.
 7. We have moved Fuel purchases from WEX to CASEY's which will come at a cost savings of .08 cents per gallon and fee for cards will be less and we won't get charged a maintenance fee which will save us about \$500 per month along with the apprx. \$6,000 a year discount of fuel and their reports would make our Accountants job easier.
 8. Working on updating HIRTA's Emergency Plan – need to include more about Cybersecurity and also working on updating our Emergency Management contracts with each county.
 9. Working with nursing homes to increase rates
 10. Working with Aging Resources on getting Polk County funds for Grimes for meal site trips.
 11. ASSET FY27 Budget (Story County) was submitted 9/17/25.
 12. Insurance remains with ICAP increase. Cybersecurity and Workers Comp moved for cost savings. (see attached) Workers Comp increase due to more drivers. Cybersecurity moved for lower rate than ICAAP.
 13. NTD opened early, approx. 30% complete. Can have analyst review and reduce the number of revisions if we can get it completed well before 10/31 deadline.

Premium and Exposure Comparison

Coverage	Carrier	Basis	Exposure			Premium		
			2024-25	2025-26	Change	2024-25	2025-26	Change
Property								
Contents	ICAP	Values	330,000	336,600	2%	3,829	3,906	2%
Equipment Breakdown	ICAP	Values	Included	Included	N/A	Included	Included	N/A
Misc. Property	ICAP	Values	5,500	5,610	2%	Included	Included	N/A
Casualty								
General Liability	ICAP	Operating Expenses	4,105,581	4,841,538	18%	23,748	24,284	2%
	ICAP	Limit	2,000,000	2,000,000	0%	Included	Included	N/A
Employee Benefits	ICAP	Limit	1,000,000	1,000,000	0%	Included	Included	N/A
Automobile	ICAP	Power Units	61	62	2%	297,305	309,877	4%
	ICAP	Limit	2,000,000	2,000,000	0%	Included	Included	N/A
Workers Compensation	ICW/Accident Fund	Payroll	1,272,806	1,658,353	30%	29,259	32,994	13%
Executive Risk								
Public Officials Wrongful Acts	ICAP	Limit	2,000,000	2,000,000	0%	6,189	6,499	5%
Employment Practices	ICAP	FT Employees	26	27	4%	Included	Included	N/A
		PT Employees	35	37	6%	Included	Included	N/A
Employee Dishonesty	ICAP	Limit	250,000	250,000	0%	500	500	0%
Cyber	ICAP/Cowbell	Revenue	250,000	1,000,000	300%	7,370	2,102	-71%
Other								
Service Fee						22,396	24,662	10%
Total						390,596	404,824	4%

Notes

1	NCCI Experience Modification	Final	Final	0.75	0.72	-4%
		2024-25	2025-26			
	Classification	Class Code	Class Code			
		Payroll/Rate	Payroll/Rate			
IA	Bus Co-All Other Employees	7382	7382	778,873/5.3	1,000,595/6.39	
	Salesperson -Outside	8742	8742	307,783/.37	378,740/.39	
	Clerical Office Employees NO	8810	8810	186,150/.20	279,418/.20	

The information on this page is proprietary. Please do not copy or distribute to others.

© 2017 HOLMES MURPHY ASSOCIATES