RESOLUTION NO. 121619E

RESOLUTION APPROVING APPLICATION FOR URBAN REVITALIZATION TAX-EXEMPTION FILED BY GARUDA FARMS, LLC

WHEREAS, the City Council for the City of Tipton has declared the entire City as an Urban Revitalization Area; and,

WHEREAS, this allows persons who make taxable improvements to commercial or industrial property the option of a ten-year, graduated tax-exemption on the new improvements as long as the work increases the assessed value of the property by at least 15%. The exemption schedule appears below:

Year:	Exemption from taxation on value added:	Year:	Exemption from taxation on value added:
1	80%	6	40%
2	70%	7	30%
3	60%	8	30%
4	50%	9	20%
5	40%	10	20%

NOW, THEREFORE, Be It Resolved, the City Council of the City of Tipton does hereby approve the following application for an Urban Revitalization Tax-Exemption, subject to the approval of the Cedar County Assessor.

1. Garuda Farms, LLC, 801 E South, Tipton, IA 52772

PASSED AND APPROVED this 16th day of December 2019.

_____
Bryan Carney, Mayor

ATTEST:

_____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution _____ which was passed by the Tipton City Council this 16th day of December 2019.

_____

Amy Lenz, City Clerk

CITY OF TIPTON
ESTABLISHED 1840
407 Lynn St. Tipton, Iowa 563.886.6187 www.tiptoniowa.org

Application for Tax Abatement / Tax-Exemption
Urban Revitalization Plan
City of Tipton

Feel free to use additional sheets of paper to elaborate on any information requested in the application.

Your contact information...

Name of Title Holder or Contract Buyer: Garuda Farms, LLC

Mailing Address: 911 Southlawn Drive Iowa City, IA 52245

Telephone (and Fax:) 319-321-8939

Email Address: garudaproduce@gmail.com

Please tell us about the property for which you are applying.

Address of Property for this Application: Lot 3 of 3 Tipton Business Park First Subdivision

Property's Legal Description or attach a copy of the deed: Commercial

Existing Property Use: ____ Residential ____ Multifamily Residential

____ Commercial ____ Industrial X Vacant

Proposed Use of Property: Commercial Greenhouse

Which are you applying for: X Prior approval of your project.

____ Approval of a project that's already completed.

What is the nature of your proposed taxable improvements? X New construction? ____ Addition? ____ General Improvements?

Please specify the types of Improvements: Leveling of ground and installation of a two bay, four season commercial greenhouse. The proposed improvements will also allow for greenhouse expansion of up to six bays.

Estimated or Actual Date of Project Completion: June 30, 2019

Estimated or Actual Cost of Improvements: $350,000

About the tax-exemption program...

It is available to property owners that do improvements that increase the taxable value of their properties by at least 10% for residential properties and by at least 15% for multi-residential, commercial, and industrial properties. The program applies to both new and existing buildings. The tax-exemptions apply only to the new improvements. Also, tax-exemptions can't be used incompatibly with TIF.

For which tax-exemption benefit are you applying?

_____ **Residential properties: The benefit is a 7-year, 100% tax-exemption on the new taxable improvements.**

_____ **Multi-residential properties of 3 or more units: The benefit is a 10-year, 100% tax-exemption on the new taxable improvements.**

X **Commercial properties: This 10-year graduated exemption schedule is used on the new taxable improvements:**

For the first year, an exemption from taxation on 80% of the actual value added.
For the second year, an exemption from taxation on 70% of the actual value added.
For the third year, an exemption from taxation on 60% of the actual value added.
For the fourth year, an exemption from taxation on 50% of the actual value added.
For the fifth year, an exemption from taxation on 40% of the actual value added.
For the sixth year, an exemption from taxation on 40% of the actual value added.
For the seventh year, an exemption from taxation on 30% of the actual value added.
For the eighth year, an exemption from taxation on 30% of the actual value added.
For the ninth year, an exemption from taxation on 20% of the actual value added.
For the tenth year, an exemption from taxation on 20% of the actual value added.

_____ **Industrial properties: There's a choice.**

_____ **A 3-year, 100% exemption, or...**

_____ **The same 10-year graduated schedule as used for commercial properties.**

Applicant's Certification.

I/We certify that I/we understand and agree with the requirements of this program and that the information submitted herein is true and accurate to the best of my (our) knowledge. I/We also agree to provide additional information if needed for this application process.

IMPORTANT: **This application must be filed with the City Council by February 1 (which, in turn, must file it with the Cedar County Assessor by March 1) of the year in which the property claimed for exemption is assessed for taxation.**

Signature of Applicant: Sean Malone **Date:** 05/13/2019

Signature of Co-Applicant: _____ **Date:** _____

##

City Council

This application was: _____ **Approved** _____ **Declined.**

If declined, what was the reason: _____

_____

Date of Council's decision: _____

Attested by the City Clerk: _____ **Date:** _____

County Assessor

Present Assessed Value: _____

Assessed Value with Improvements: _____

Eligible or Noneligible for Tax Abatement: _____

County Assessor's Signature and Date: _____

AGENDA ITEM I10

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	December 16th, 2019
AGENDA ITEM:	Request to Hire Cypress Engines #3 Chicago Pneumatic Evaluation
ACTION:	Approve or Deny

SYNOPSIS: This is for approval of having Cypress Engines come to Tipton and help us determine the issues with Engine Number 3. As you have a copy of the estimate. Tawnya and I have gotten to the point where as we are no longer comfortable with proceeding any further. We need to determine if it was bad O rings, a cracked block, a bad oil cooler, or we may have trouble with the liners. 5 of the 10 cylinders showed signs of leaking down the pistons. Please see attached photo.

Basic facts are the Engine is 55 years old, there is no active support in parts or service for these two engines. Most things are custom made at a large expense for tooling. Pistons we have I believe 2 spares and 2 spare liners, 9 of the 10 existing heads are cracked that have been removed from this engine. Gaskets are custom made in house.

One head has been sent to Diesel Cast Welding in Blaine Minnesota for evaluation and hydro pressure testing. We are waiting for results on that head to get a better idea on total cost of repairs.

BUDGET ITEM: Unplanned expense

RESPONSIBLE DEPARTMENT: Electric

MAYOR/COUNCIL ACTION: Yes

ATTACHMENTS: Pictures

PREPARED BY: Floyd Taber **DATE PREPARED:** December 6, 2019

CITY OF
MOTROLOIL
1011 40

PREMIUM
INSPECTION & TESTING GROUP
QCTL DIVISION

City Of Tipton IA

Attention: Floyd Tabor

Magnetic Particle and Visual Examination of 10 Cylinder Heads for Crack Detection

QCTL Job #: PROJ-005331
S.O.# 02964

Jayson P. Clark

November 11, 2019

21112 Scott Park Rd | Davenport, IA 52807 | (800) 391-8501 | (563) 391-8500 | info@pitinc.com | www.pitinc.com

PREMIUM
INSPECTION & TESTING GROUP
QCTL DIVISION

SCOPE

On November 01-06, 2019 Premium Inspection & Testing Group – QCTL Division performed Magnetic Particle and Visual examination on 10 cylinder heads for crack detection. All work was performed at our facility in Davenport, IA.

PERSONNEL

Jayson P. Clark, Level II, SNT-TC-1A
David Berdecia, Level II, SNT-TC-1A

EQUIPMENT

Magnetic Particle Yoke / Magnaflux YZ / SN: N1318 / Due Calibration: 03/13/2020
Flashlight #12 / Calibrated each day for 100+ FTC
Magnaflux Fluorescent 14A Green / Batch # 19C19K
Spectroline Blacklight 365M / Calibrated each day for 1000+ Intensity

Procedure

Specification: ASTM E1444 Acceptance: No cracks allowed
QCTL Procedure: P4.10-MT-6 Revision A

Visual Examination is generally used to determine such things as the surface condition of the part, alignment of mating surfaces, shape or evidence of leaking. Direct Visual Examination may usually be made when access is sufficient to place the eye within 24 inches (610mm) of the surface to be examined and at an angle not less than 30° to the surface to be examined. Mirrors may be used to improve the angle of vision and aids such as a magnifying lens may be used to assist examinations. The specific part, component, vessel, or section thereof, under immediate examination, shall be illuminated. If necessary, with flashlight or other auxiliary lighting to attain a minimum of 100 fc. Visual Examination Personnel shall have an annual Visual Examination to assure natural or corrected near distance acuity such that they are capable of reading standard acuity letters on standard Jaeger Test type charts for near vision or equivalent methods.

The Magnetic Particle Inspection may be used to detect cracks and other discontinuities on or near the surface of ferromagnetic materials. Typical types of discontinuities that can be detected are cracks, laps, seams, cold shuts, and near surface non-fusion. This method involves inducing a magnetic field in the area to be examined. A ferromagnetic powder is then applied which forms a pattern on the surface where cracks and other discontinuities cause distortions in the normal magnetic field.

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QCTL DIVISION

TEST RESULTS

Only 1 of 10 parts was found to have cracking in the valve seat area in between the middle four openings. 9 of the 10 were found to have multiple cracks around the outer port holes. 1 of 10 was found to have no relevant indications due to areas of the port holes had previously been ground out to remove cracking. Please see the following pages for pictures of defected areas. All defects were circled in yellow paint marker

Cylinder #1 – 0 cracks (Part had cracks ground out previously
Cylinder #2 – 7 cracks noted around port holes
Cylinder #3 – 7 cracks noted around port holes
Cylinder #4 – 3 cracks noted around port holes
Cylinder #5 – 6 cracks noted around port holes
Cylinder #6 – 7 cracks noted around port holes
Cylinder #7 – 6 cracks noted around port holes
Cylinder #8 – 9 cracks noted (1 between cylinder holes)
Cylinder #9 – 7 cracks noted around port holes
Cylinder #10 – 7 cracks noted around port holes

Premium Inspection & Testing Group – QCTL Division

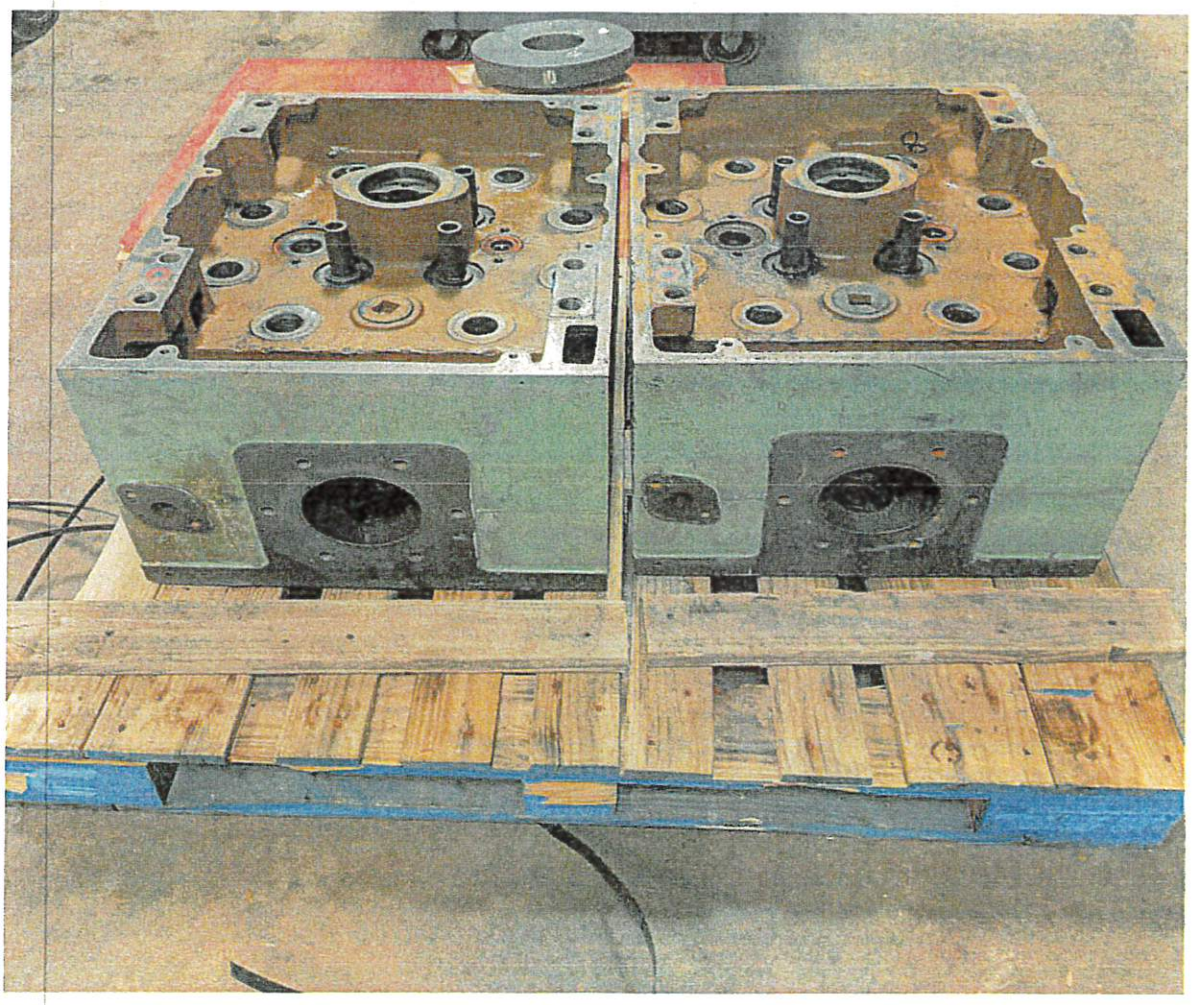
Jayson P. Clark
NDE Specialist

David Berdecia
NDE Specialist

21112 Scott Park Rd | Davenport, IA 52807 | (800) 391-8501 | (563) 391-8500 | info@pitinc.com | www.pitinc.com

PREMIUM
INSPECTION & TESTING GROUP
QCTL DIVISION

City of Tipton Iowa
11/06/2019
Cylinder Heads



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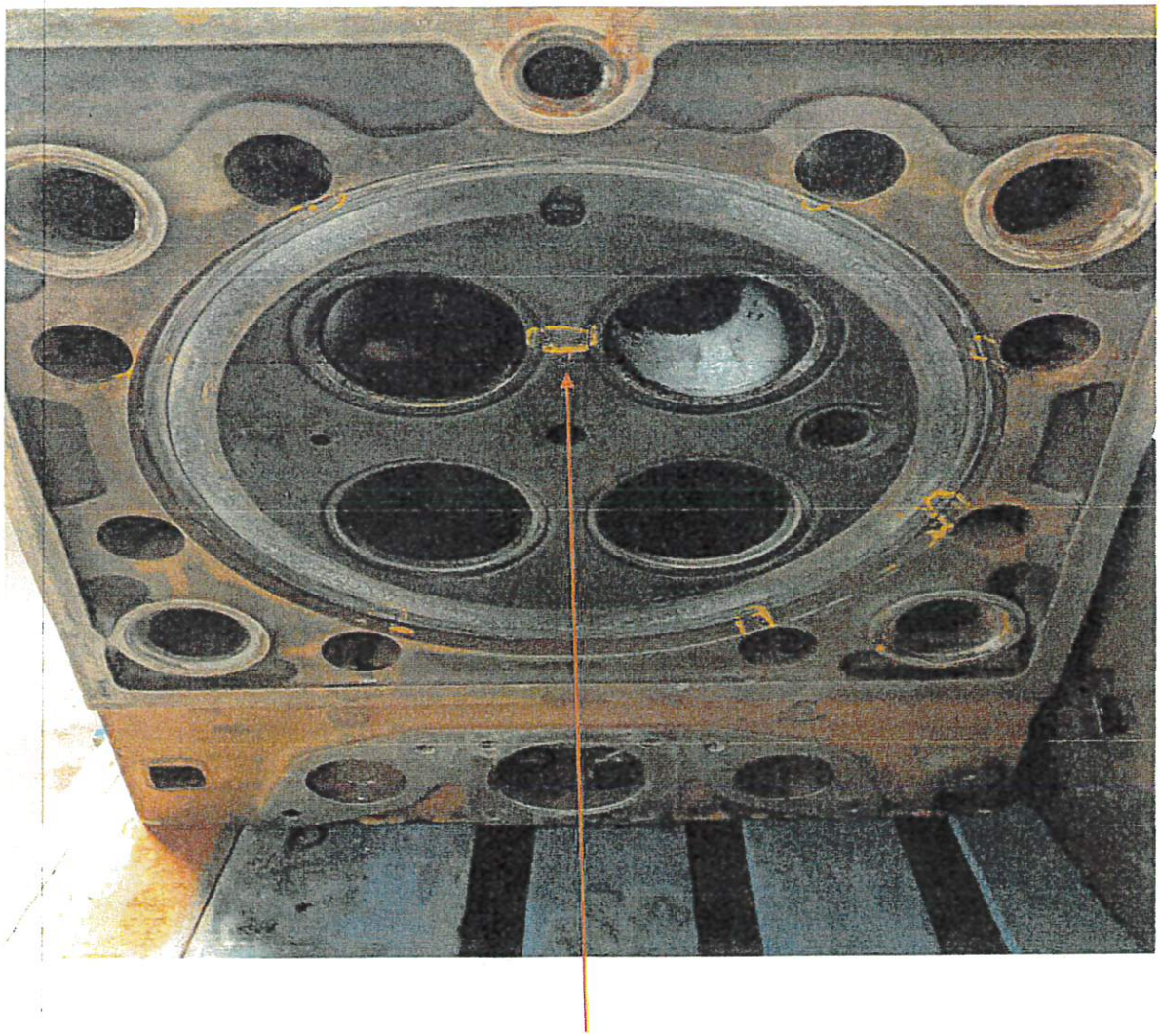
PREMIUM
INSPECTION & TESTING GROUP
QCTL DIVISION

City of Tipton Iowa
11/06/2019
Cylinder Heads



Cylinder #8 (Only part with a crack in this location)

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PREMIUM
INSPECTION & TESTING GROUP
QCTL DIVISION

City of Tipton Iowa
11/06/2019
Cylinder Heads

9 out of 10 had Cracking in these locations on thin area near port holes

21112 Scott Park Rd | Davenport, IA 52807 | (800) 391-8501 | (563) 391-8500 | info@pitinc.com | www.pitinc.com

CEA Quote

Cypress Engine Accessories, LLC

Date	Quote #
12/5/2019	11884

P.O. BOX 3004
CYPRESS, TX 77410
281.256.9100 Phone
281.256.9110 Fax

PHYSICAL ADDRESS:
14401 Skinner Road
Cypress, TX 77429

Billing Name / Address	Shipping To Address
CITY OF TIPTON 407 LYNN STREET TIPTON, IA 52772	CITY OF TIPTON 407 LYNN STREET TIPTON, IA 52772

Project/Job	Attention To	Rep
CP	Floyd Taber	JY

Item	Description	Qty	Unit Price	Total Sell
	Estimate to Inspect CP Engine to make assessments for necessary repairs			
	(2-Men / 5-Days Working Onsite) Travel Sunday In Travel Saturday Out			
Labor-Engine-ST	Engine Specialist Field Service Rate >STRAIGHT TIME Hours	80	105.00	8,400.00T
Labor-Engine-TT	Engine Specialist Field Service Rate >TRAVEL TIME Hours	82	105.00	8,610.00T
Mileage-Service	Field Service Vehicle Mileage Rate	2,344	2.50	5,860.00
Expenses-Service	Field Service Travel & Living Expenses	1	2,082.85	2,082.85
	Sales Tax Group Rate (Within City Limits)		1,190.70	1,190.70

Thank you for the opportunity to offer this quotation.

Total $26,143.55

AGENDA ITEM: (*City Hall will fill in this blank*)
I11

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	12/11/2019
AGENDA ITEM:	**Iowa GEMT Intergovernmental Transfer Agreement - Ambulance**
ACTION:	**Council consideration, Motion to approve Iowa GEMT Intergovernmental Transfer Agreement. Roll call vote to approve, amend, table or deny.**

SYNOPSIS:

In 2018 the Iowa Congress passed HF 2285 (GEMT) authorizing the State of Iowa, Iowa Medicaid Enterprise to access a Medicaid entitlement fund to aid providers in receiving "cost-based, supplemental payments on a prospective basis for emergency group ambulance transport of Medicaid Fee-for-Services and Medicaid managed care members."

The goal of this voluntary program is to aid governmental based EMS agencies in offsetting the high cost associated with running an ambulance service v. the recognized low reimbursement rates received from Iowa Medicaid.

Example:

	Amount Billed (Base)	+	*Mileage*	=	*Gross Income*
Commercial Insurance Example	$750.00	+	($16.00 per loaded mile x 30 miles)	=	$1,230
Medicaid Insurance	$127.00	+	($2.61 x 30 miles)	=	$205.30

GEMT or Ground Emergency Medical Transportation Act authorizes eligible and qualified organizations to request additional reimbursement funding from Medicaid to recover up to the direct cost associated with caring for Medicaid patients.

As an example, if the ambulance service's cost of service was $500.00 per ambulance call, GEMT would allow the ambulance to bill for an recover the difference:

Actual Cost $500.00 - **Medicaid Insurance** estimated reimbursement $205.30 = **$294.70**

The one caveat to this program is that the Iowa Medicaid Enterprise is eligible to require an administrative fee for administering this program. Should Tipton participate in such a program, we would be required to submit annual cost reports to demonstrate the ambulances cost per call for Medicaid patients <u>and</u> provide monthly reimbursements to Iowa Medicaid for the administrative fees associated with this program 38.80%

AGENDA ITEM: (***City Hall will fill in this blank***)

The Iowa Medicaid Enterprise requires a signed Intergovernmental transfer of public funds agreement between the eligible providers and the Iowa Department of Human Services. This agreement is due by the end of December 2019.

I recommend that the City enter into an Intergovernmental transfer of public funds agreement with the Iowa Department of Human Services to become an eligible provider for this voluntary program.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Ambulance

MAYOR/COUNCIL ACTION: Consideration, motion and roll call vote to approve, table or deny.

ATTACHMENTS: Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services

PREPARED BY: Brad Ratliff **DATE PREPARED:** 12/11/2019

INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT BETWEEN THE IOWA DEPARTMENT OF HUMAN SERVICES AND

_____

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Human Services (IDHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the IDHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the IDHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Exhibit A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.

2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such provider agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the IDHS.

3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to IDHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by IDHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to IDHS equivalent to the non-federal share of the payments to be made upon notification by IDHS.

4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

For:_____
GEMT Provider

Printed Name:_____

Title:_____

Address:_____

_____

E-mail address_____

For IDHS:

Printed Name:_____

Title:_____

Address:_____

_____

E-mail address:_____

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an "overpayment" subject to return to the IDHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment:** This Agreement is not assignable.

9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the IDHS and the GEMT Provider.

10. **Amendment:** This Agreement may be modified at any time by the written agreement of both parties.

11. **Term & Termination:** This Agreement covers the period beginning on or after July 1, 2019 and ending June 30, 2020. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.

12. **Execution:** In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

_____

GEMT Provider

_____ _____

Signature Date

_____

Printed Name

_____

Title

IOWA DEPARTMENT OF HUMAN SERVICES

_____ _____

Director Date

Attachment A – Approved State Plan Amendment IA-19-002

Methods and Standards for Establishing Payment Rates for Other Types of Care

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. "Department" means the Iowa Department of Human Services.

2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.

3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.

4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. "Eligible GEMT Provider" means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:

    a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.

    b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.

    c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.

6. "Dry Run" means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.

7. "GEMT Transport" means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.

8. "GEMT Services" means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.

    a. "Advanced Life Support" means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. "Limited-Advanced Life Support" means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.

c. "Basic Life Support" means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.

9. "Service Period" means the period from July 1 through June 30 of each SFY.

10. "Shift" means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.

2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.

4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services **(excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred)** divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred)** provided for the applicable service period.

    a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.

c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.

d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.

2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.

4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.

5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.

2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.

3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.

2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.

3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

AGENDA ITEM: (*City Hall will fill in this blank*)
I12

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	12/11/2019
AGENDA ITEM:	**External 3rd Party Billing - Ambulance**
ACTION:	**Council consideration, Motion to approve PCC billing contract. Roll call vote to approve, amend, table or deny.**

SYNOPSIS:

The ambulance service has been conducting a review of internal billing process and opportunities to increase revenues associated with calls for services. After reaching out to multiple surrounding agencies as well as reviewing upcoming Medicaid cost entitlement funding options I believe that it is in the best interest of the City to consider contracting out our billing services to a company that specializes in EMS billing.

There are benefits and risk associated with this, but it does appear that the benefits at this time far outweigh any downsides associated with them:

Benefits

1. Decreased risk on the City's side associated with overbilling or underbilling EMS calls
2. Increased revenue potential seen through working with an external agency that is always up to date on current rules and regulations associated with billing and compliance
3. Ability to ensure continuity of operations in the event of staffing changes at the ambulance service. (An external company has multiple members capable of providing the same specialized skill set.)
4. Increases continuity of operations to ensure that insurance contracts/ reenrollments are always current
5. Increased contact with payors to optimize revenue
6. Reduce (but not eliminate) the need for specially trained coders

Risk

1. Less local contact for patients at the ambulance service with knowledge in regulations surrounding billing
2. An external 3rd party billing company would request a percentage of revenue associated with what is being collected

AGENDA ITEM: (***City Hall will fill in this blank***)

I reached out to multiple agencies in our region to inquire how they are billing, and if they have moved to an external billing company. In the area, there appears to be three ways that billing occurs

1. In house using either private software (freeware) or insurance specific web portal
2. 3rd party billing company, primarily PCC
3. In house using a 3rd party proprietary billing software

Most of the smaller agencies surrounding us were using either a freeware version or portal or like many of the larger or similar sizes had migrated to a 3rd party billing company. The vast majority of services that utilized the 3rd party company are using PCC. After speaking with PCC and obtaining references on their capabilities and services, I believe that the City should consider contracting with PCC for future billing services. They have proposed an 8% fee on revenue which they recover and are willing to review this amount should we become an eligible GEMT provider. Additionally, they will work with the team to maximize returns based on newer allowable rates and charges.

We do anticipate an increase in revenue thanks to these alternative billing practices that would aid in the offsetting the 8% cost associated with using the billing company. As a note, should the City choose to utilize an external third-party billing company we would see an increase to our expenses in the ambulance budget, contracted services, to account for the monthly fees that would be paid to the billing company.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Ambulance

MAYOR/COUNCIL ACTION: Consideration, motion and roll call vote to approve, table or deny.

ATTACHMENTS: PCC Contract, EMS Billing proposal, PCC estimated revenue.

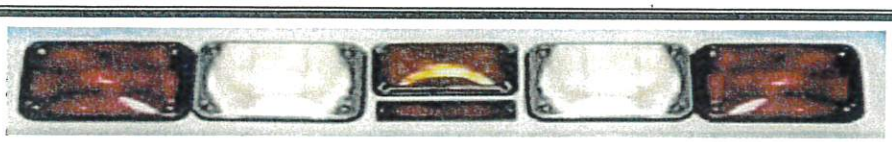
PREPARED BY: Brad Ratliff **DATE PREPARED:** 12/11/2019

PCC
AMBULANCE BILLING SERVICE

YOU ARE THERE FOR OTHERS
PCC IS HERE FOR YOU

No matter what size service you have, our staff continues to provide the highest level of service to ensure your success for years to come. PCC is dedicated to providing the highest quality coding, billing and account management services for a low cost to Ambulance Providers.

FIND OUT MORE ABOUT YOUR EXPERTS IN AMBULANCE BILLING PCCFORME.COM



PCC AN AMBULANCE BILLING SERVICE

Does your ambulance service struggle to generate revenue for new equipment?
Not enough revenue to invest in paid employees?
Do you find it more and more difficult to allocate city funds to support your ambulance?
Does your billing staff have the necessary training to ensure your funds are safe?
Or maybe you're just not happy with how your billing is being done currently...

Simplify & Maximize with PCC

At PCC maximizing revenue while maintaining compliance with federally mandated regulations isn't just a catch phrase; it's a commitment. PCCs A/R management and follow-up process is the choice for outsourcing you're billing needs. Our attention to details ensures that your revenue is maximized with little interruption to your day. You can rest assured that your service is well taken care of from the billing support PCC provides.

PCC has assembled a dedicated team of billing and collection professionals to provide a dependable service that far exceeds expectations. Our expertise, commitment, and processes are proven to be at the forefront of our industry. It is said that, "PCC is the only service that we trust" for complete and accurate Fire & EMS billing across the Midwest Region.

PCC strives to be the leader in the following areas:

- **Efficiency** – PCC staff will submit information to insurance companies in a timely manner. Claims will be filed *electronically* to all insurances possible. This ensures efficient and timely payment of claims from 14 days by Medicare to 30-45 days by commercial insurance. PCC has protection processes in place to ensure efficient claim processing the first time.
- **Compliance** – PCCs is committed to meeting regulations as set forth by State & Federal Agencies. PCC staff members are trained and understand how it applies to our industry. It is our goal to comply with all regulations.
- **Scalability** – PCC has capability to work seamlessly with many EMR (Electronic Medical Record) vendors. We can *electronically receive patient care reports via Med-Media, Image Trend, Firehouse, Zoll, ESO and other electronic means.*
- **Reporting** – PCC will supply monthly reports that give an accurate detail of all claims entered for the month, payments received and applied to patient balances, and patient remainder balances so you know the open balances for each patient. Or, if you want a specific report for your bookkeeping system, we can work with you to provide you with specific reports that will work for your service.
- **Support** – Once you given PCC the opportunity to provide service, PCC will take care of the rest. From patient inquiries to missed signature on file forms sent to the patient so we can bill their insurance PCC will take care of you. Let our friendly staff provide you with the benefits of having an entire support staff at your finger tips.
- **Professional Customer Service** for Ambulance service and patient inquiries.

Our professional staff consists of Certified Ambulance Coders to provide best practice in the medical billing. It is our goal to provide a service that will pay for itself in a short time. Our professional staff has been proven to do accurate billing and improve cash flow for services between 20-50 percent over their previous in-house biller. PCC provides EMS crew member documentation. PCC's Certified Ambulance Coding Staff ensures claims processing accuracy.

We continue our commitment to accuracy & excellence by performing pre-payment & post payment reviews to validate industry best billing practices that maximize revenue.

PCC AN AMBULANCE BILLING SERVICE

Simplify & Maximize with PCC

Q: What kind of training do you provide for PCC staff?

A: Medicare meetings from CMS, WPS, NAS (Noridian Administrative Services), Iowa Medicaid, South Dakota Medicaid, Symposiums held by Wellmark BCBS, HBMA (Healthcare Billing & Management Association) classes are all required training forums for PCC employees. Ambulance specific training is an annual requirement for coding staff. PCC Certified Ambulance Coding staff ensures claim processing accuracy.

Q: What insurance companies does PCC submit claims to?

A: PCC submits claims electronically to all insurance companies accepting electronic submission.

Q: What is the procedure for claim payments?

A: All payments continue to be mailed or electronically deposited to the ambulance provider's address. The ambulance provider then provides payments/correspondence to PCC for processing. A lock box can be established if requested by the ambulance provider.

Q: How are electronic rejections handled?

A: PCC follows a review process and reviews all batch details until claim adjudication. Upon review if claim denial warrants payment review, PCC will file an appropriate appeal with any additional documentation required. There is no extra charge for this process.

Q: How do you determine your fees?

A: PCC's fee is based on a percent of net collections. Once PCC begins processing your claims, fees associated with processing are often absorbed in experienced revenue increases. Some providers have reported 20-50% increases over the previous in-house biller.

Q: How often are statements sent to patients?

A: Once a month for three consecutive months after which a Past Due statement is sent if no prior payment response. PCC will gladly make payment arrangements and/or set up a payment plan for accounts with open balances. Note: A Toll Free Customer Service number is provided on all Patient Statements.

Q: Who is responsible for CPT, ICD-9 & ICD-10 and HCPCS coding?

A: Once the EMS Personnel properly fills out the PCR (Pre-hospital Care Report), PCC will properly apply condition codes based on PCR documentation. PCC will then apply charge codes according to the ambulance provider's charge schedule. PCC will schedule a documentation class as continuing education for EMS Personnel as needed. Proper documentation is the key to maximizing reimbursements.

Q: Can you handle electronic payments?

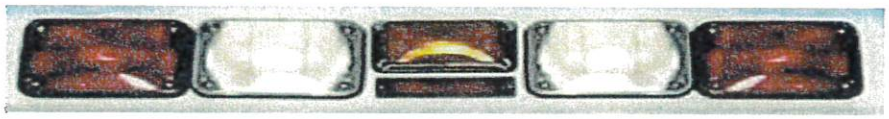
A: PCC can work with your finance department to set up the process of receiving credit, debit, or HAS spending account on your behalf. This increases the number of options available to receive patient payments. This option reduces the number of days an account is open. Deposits for ambulance payments are made to your bank account.

Q: Do you handle accounts receivable from the previous billing company?

A: Yes, PCC can submit aged claims when requested to. There is no extra fee for old A/R collections.

Q: What is PCC's process to locate patient demographics when the Hospital Face sheet is inaccurate?

A: PCC will verify information with the patient/ hospital to obtain any updated information. PCC also utilizes Accurint by Lexis Nexis for all skip tracing needs. Accurint is the leader in providing essential information that helps advance industry & society.



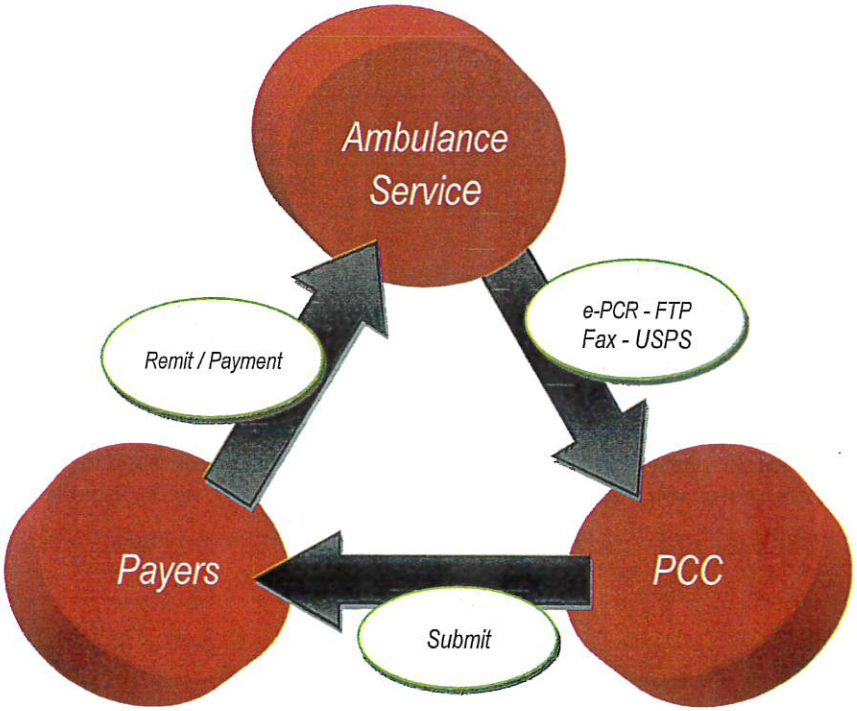
PCC AN AMBULANCE BILLING SERVICE

How the process can work for you...

PCC understands the challenges EMS Crew member's face when they are in the field. PCC strives to make the documentation process as effortless as possible so your focus can be on your patient.

The process is as follows:

- PCC can receive your documentation by mail, fax or electronic means. EMS crewmember submits the PCR required Patient Signature Form, & Hospital Face Sheet to PCC regularly for processing.
- Claims are created and sent from our claims management system. Upon completion all claims are sent to the Insurance Payer, Motor Vehicle Claim Adjuster or Worker's Compensation Insurance Carrier.
- EMS service receives payment. Copies of all payments, Insurance EOB (Explanation of Benefits) and all billing correspondence are forwarded to PCC. Remainder Statements and Secondary Insurance Claims are filed for forward billing. A Month End Review is conducted to ensure cash-flow is maximized. PCC does have the capability to receive all payments directly on your behalf if requested.
- Denials, Reviews, Appeals, Crossover Claims, Patient Statements and Non-Insurance claims are handled by PCC at **no *extra* charge**.



West Bend, IA	Castlewood, SD
Toll Free 866.332.5335	Toll Free 877.882.9911
Fax 866.887.2003	Fax 877.882.9922

PCC An Ambulance Billing Service

PCC, Inc. Iowa
PO Box 480
West Bend, IA 50597
Toll Free Phone: 866.332.5335
Toll Free Fax: 866.887.2003

PCC, Inc. South Dakota
PO Box 19
Castlewood, SD 57223
Toll Free Phone: 877.882.9911
Toll Free Fax: 877.882.9922

RE: Iowa Published Fee Schedule for Wellmark BCBS, Medicare, and IA Medicaid

Purpose: The purpose of this document is to create a standard response to many inquiries for fee schedule reviews that PCC provides when working with ambulance services.

	Wellmark BCBS Allowable Effective for Dates of Service on and after 07/01/19[1]	Medicare Urban Allowable 2019	Medicare Rural Allowable 2019[2]	Medicare "Super Rural" Allowable 2019[3]	Iowa Medicaid 2016[4]
A0382 – BLS ROUTINE DISPOSABLE SUPPLIES	*	*	*	*	$5.23
A0398 – ALS ROUTINE DISPOSABLE SUPPLIES	*	*	*	*	$5.23
A0420 – AMBULANCE WAIT TIME, HALF HOUR	*	*	*	*	$19.58
A0422 – AMBULANCE OXYGEN SUPPLIES	*	*	*	*	$13.05
A0424 – EXTRA ATTENDANT ALS/BLS	*	*	*	*	$19.58
A0425 – ALS/BLS MILEAGE	$13.00	$7.55	$7.62	$11.43	$2.61
A0426 - ALS NON EMERGENCY	$455.00	$263.09	$265.67	$325.71	$101.60
A0427 - ALS EMERGENCY	$720.00	$416.56	$420.64	$515.70	$127.01
A0428 - BLS NON EMERGENCY	$379.00	$219.24	$221.39	$271.42	$84.67
A0429 – BLS EMERGENCY	$607.00	$350.79	$354.23	$434.29	$114.30
A0430 – FIXED WING BASE	$14,172.00	$2,974.76	$4,462.14	$4,462.14	$250.35
A0431 – ROTARY WING BASE	$21,212.00	$3,458.60	$5,187.90	$5,187.90	$250.35
A0433 – ALS2	$1,043.00	$602.91	$608.83	$729.63	$232.84
A0434 – SCT	$1,232.00	$712.54	$719.52	$882.13	*
A0435 – FIXED WING MILEAGE	$82.00	$8.85	$13.28	$13.28	$9.37
A0436 – ROTARY WING MILEAGE	$176.00	$23.62	$35.43	$35.43	$9.37
A0998 – AMBULANCE RESPONSE/TREATMENT	$248.00	*		*	$42.34

Medicare allowable rates published do vary slightly from actual payment due to a calculated rate as determined by the origin Point Of Pickup (POP) zip code.
1 – Based on BCBS fee schedule sent out on April 1, 2019 and effective for services provided on and after July 1, 2019 thru June 30, 2020.
2 – Based on fee schedule for Rural Base Rate. Mileage rate paid at "Super Rural" rate for first 17 miles, and "Rural" rate for additional mileage.
3 – Based on CMS definition of Super Rural Bonus (SRB). See IOM 100-04, Ch 15, Sec 20.1.
4 – Iowa Medicaid is transitioning to an MCO system on March 1st 2016. Fee Schedule changed on November 1st 2015.

PCC has estimated the average ambulance service providers charge anywhere from 30% more than the Medicare allowable (in order to receive the Super Rural Bonus for transports) all the way up to the BCBS allowable. Some services still maintain rates outside of these values. On the higher end of the spectrum, fees based on 50% over the BCBS allowable exist.

Supplies can also be included in the fees charged on ambulance transfers. For example Commercial, Liability, Work Comp and Auto Insurance companies do pay supply charges when billed, whereas Medicare and BCBS do not.

Contracts for hospice transfers, etc can be entered into when necessary. It is important that contract rates meet or exceed the Medicare allowable for same services rendered per CMS regulations.

This document is meant as a guide to understand where insurance fee schedules have been set for ambulance service providers. The values listed above are public information and is in no way meant to persuade any service to raise or lower rates without a thorough understanding of its impact.

Proprietary Information
Copyright 2019, PCC Inc.
July 1st, 2019

Brad,
Thank you for calling today to discuss Tipton Ambulance's billing needs moving forward in 2020 and beyond. I understand the dilemma you are in with obtaining a qualified person to manage the revenue for your service. In today's economy it is equally important to maximize revenue for your service while staying compliant with federal and state regulations. I am attaching our literature for you to review and share. After discussing your call volume I am confident your service will see an increase in revenue over your previous billing staff. Below is a comprehensive overview of PCC. Let me know if you have any questions.

In business since 1999, our goal is to provide the EMS industry with a cost effective billing solution that will maximize revenue while bringing the latest updates to documentation requirements and compliance with HIPAA. In this day and age we live in, we form a partnership with the ambulance service to make sure any changes in policy from CMS, or any other governing body, is brought back to you so you can stay focused on patient care. As you review our product literature, please consider PCC's strong success in the following critical areas of billing that will ultimately improve the return on investment and long term success for your ambulance service.

- **Efficiency** – our staff strives to submit all information to insurance in a timely manner. If all information is not complete, action is taken to obtain a copy of all required documentation as it becomes available either thru the receiving facility or thru the contact person at the ambulance station or contacting the patient directly. We *submit insurance claims electronically* to as many carriers as possible. This ensures efficient and timely payment of claims from 2 weeks by Medicare to 30-45 days for commercial insurance. Our processes have substantial checks in place to ensure the claim gets paid by insurance the first time.
- **Compliance** – *We have a compliance program that is second to none*. All staff is trained on regulations and how it applies to our service. We attend CMS training phone conferences monthly, along with outside association training annually to keep current on these regulations. We then bring these updates to services we work with in the form of *documentation training annually* or bi-annually for your staff depending on the changes and documentation received from your service. It is our goal to comply with all regulations set forth by the OIG.
- **Scalability** – If you use an electronic system to submit your state reporting, we can work with your software developer to obtain a copy of the trip report so you only have to enter it once and know it will get to us without any extra steps. If you want the state reporting done for you by our team, then we can do that for you as well. We can *receive your trip reports via Med-Media, Image Trend, or other electronic means*.
- **Reporting** – We supply monthly reports that give an accurate detail of all claims entered for the month, payments received and applied to patient balances, and patient remainder balances so you know the open balances for each patient. Or if you want a specific report for your bookkeeping system, we can work with you to get exactly what you want.
- **Support** – Once you have given us the opportunity to do your billing, we take care of the rest. Anything from patient inquiries to insurance reviews to missed signature on file forms sent to the patient so we can bill their insurance, we go the extra mile to let you take care of the patient while we take care of your billing. Let our friendly staff prove to you the benefits of having a whole support staff at your finger tips.

Ambulance Services in your area that we work with are: Hiawatha Fire Department; Monticello Ambulance Service; Bi-County Ambulance; West Liberty Ambulance; Muscatine Fire Department; Clinton Fire Department. We currently work with over 150 ambulance services across Iowa and South Dakota. *Your service can benefit from our expertise within 30 days.*

It is our belief that our service will more than pay for itself in a short time. Once started our professional staff has been proven to do accurate billing and improve cash flow for services anywhere between 20-50 percent over their previous biller. We also can and frequently do provide a class with your staff to train on proper and/or required documentation in order to successfully manage the billing.

When discussing our fee for service, keep in mind that if you don't collect anything then we don't charge for the service. We do not receive any money on your behalf, nor do we take a fee before you receive the insurance payment. After we receive information on payments received by your service, we apply these to the account and either cross over to secondary insurance or balance bill the patient. All patients that receive a remainder statement are directed to send payments to the ambulance service. Any patient questions about the bill have a toll free number to contact us directly without interrupting your day.

There are some patients that are hard to collect. We start the billing process for each transport by starting with the hospital face sheet. PCC account managers verify insurance coverage is still in effect for theh date of service. If insurance information is missing, PCC will contact the patient or hospital to obtain insurance and other demographic information needed. As a last effort to obtain insurance, we use a third party service called Payer Logic to check major payers for known insurance coverage.

We are an *aggressive billing company*, and not a collection service. We use online skip-tracing applications to locate "lost" patients if a statement comes back without a forwarding address. We have a better track record than other billing services at collecting hard-to-find patients. Again, we use the motto that "if you don't get paid, neither do we" and that shows with how hard we work at getting all claims paid in full. For those few instances where the patient does not respond to invoices we can work with your current collection agency if you use one, or we can provide a report of accounts to refer to the Iowa Income Offset. We work very hard to ensure you receive payments in a timely manner. If you don't get paid for a claim, we don't charge any fee for our service.

For the Tipton Ambulance Service, I am able to offer our services at 8% of net collections invoiced each month. This includes all aspects of the billing process. PCC is also able to offer enrollment services if requested.

Thank you for taking the time to review our literature. I look forward to working with you now and in the future. One e-mail is hard to answer all questions. Should you have any questions concerning our services, please contact me at the number below.

Sincerely,

Travis Smith
VP Sales & Technical Support
PCC, Inc. An Ambulance Billing Service
Toll Free 877.882.9911, Ext. 7569
Toll Free Fax 877.882.9922
tsmith@pccforme.com
www.pccforme.com

Please do not send Protected Health Information (PHI) to PCC via unencryped e-mail

Email Confidentiality Disclaimer:

This message is confidential and may contain Protected Health Information (PHI) which is highly sensitive information that is intended only for the named recipient(s), which is privileged or exempt from disclosure, which are protected under Federal and Applicable Laws. If this e-mail has reached you in error, you are notified that the dissemination, distribution or copying of this message is strictly prohibited. If such is the case, please notify the sender via e-mail address or telephone number [877-882-9911] and destroy this document immediately. Thank you.

BILLING SERVICES AGREEMENT

This Service Agreement (the "Agreement") is made between **Tipton Ambulance Service, IA** ("CLIENT"), and Physicians Claims Company, Inc. ("PCC"). This Agreement will be effective for Services (as defined below) beginning on the **1st day of January, 2020** (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Schedules, CLIENT and PCC (collectively referred to herein as "Parties" and individually as "Party") agree as follows:

1. **Services**. PCC will use commercially reasonable efforts to obtain reimbursement for CLIENT's charges for all clinical procedures and medical services ("Medical Services") rendered on or after the Effective Date, through billing of patients and third party payers and the management of CLIENT's accounts receivable as more fully described in Exhibit 1, annexed hereto and incorporated herein by reference (the "Services"). During the term of this Agreement, PCC will be the exclusive provider of Services to CLIENT.

2. **Term**. The initial term of this Agreement will be **one (1) year** (the "Initial Term") from the Effective Date. This Agreement will automatically renew for successive additional one (1) year terms, unless either party gives the other written notice at least ninety (90) days before the end of the then current term. Notwithstanding the foregoing, this Agreement can be terminated at any time on written notice for cause consisting of a material breach of a term or condition hereof which is not corrected within ninety (90) days of prior written notice describing the breach in reasonable detail. This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; PCC becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable to provide medical services, insolvent or files for bankruptcy protection, or as otherwise specified herein.

3. **Fees**. Beginning as of the Effective Date, CLIENT agrees to pay PCC, a Base Fee of **8.0%** per month of net collections (the "Base Fee).

   a) Net collections shall be defined as the total sum of all monies collected by PCC for all medical services rendered by CLIENT, less amounts refunded or credited to patient or third party payer as a result of overpayments, erroneous payments or bad checks.

   b) Notwithstanding the foregoing, in the event that:

      i. CLIENT fails to disclose to PCC, at or prior to the time this Agreement is executed, information relating to CLIENT's practice, which information, if disclosed, would have materially increased the costs of billing and collection efforts incurred by PCC; or

      ii. CLIENT materially changes fundamental aspects of its practice (such as its practice sites, the type of services provided, its payer mix, quality or type of demographic information available, method of documenting services provided or the like),

      PCC may propose an adjustment to the Base Fee in writing (the "Adjustment Proposal"). For the thirty (30) day period after CLIENT's receipt of the Adjustment Proposal (the "Discussion Period"), PCC shall be available to discuss the basis for the amount of the proposed adjustment with CLIENT. If CLIENT agrees to the proposed adjustment, this Agreement shall be deemed amended to reflect the new Base Fee. If, on or before the end of the Discussion Period, CLIENT has not accepted the Adjustment Proposal or the parties have not otherwise agreed as to an adjustment to the Base Fee, PCC may terminate this Agreement on ninety (90) days advance written notice. Changes in the Base Fee under clause (a) shall be retroactively effective to the Effective Date; changes under clause (b) shall be effective as of the end of the Discussion Period.

   c) In addition to the Base Fee, CLIENT will reimburse PCC for the following ("Additional Fees"):

i. If requested by CLIENT, Provider enrollment services at the rate:

1. **$400.00 per each new, revalidation, change or termination 855b Medicare enrollment application. This fee also pertains to new enrollments for other carriers.**
2. **$200.00 per all state Medicaid enrollment applications; $100 per each renewal or update completed for state Medicaid enrollment application.**

ii. Upon CLIENT request, PCC shall have responsibilities for CLIENT's claims with dates of service prior to the Effective Date only when it has been determined that they were not previously billed and/or not correctly billed and PCC thereafter billed and/or re-billed/re-submitted them.

iii. A reasonable per-hour claims processing charge where CLIENT, after written notice from PCC, continues to submit incomplete or incorrect data for billing (collectively, "Additional Charges").

iv. CLIENT agrees to pay the Base Fee and Additional Charges within thirty (30) days after receipt of each invoice from PCC. Fees not timely paid will bear interest at the rate of fifteen percent (15%) per year or the maximum rate allowed by law, if less.

v. Notwithstanding any term or provision hereof to the contrary, PCC will have the right to terminate this Agreement immediately if CLIENT fails to timely pay any PCC Invoice where the amount due, as determined by Paragraph 3 of this agreement, is not disputed, if such payment(s) is not made within ten (10) days of the mailing by PCC of written notice of such default to CLIENT. PCC may also, in its sole discretion, decline to provide the wind-down services specified in Paragraph 8(A) – (E), herein and cease Services until and unless all Base Fees, Additional Charges, and interest, as provided for herein are paid in full.

4. **Bank Account** If requested by CLIENT and agreeable to PCC, a bank account will be maintained in the name of CLIENT at a bank approved by CLIENT and acceptable to PCC ("CLIENT ACCOUNT") and all cash receipts will be deposited daily into the bank account by PCC, or into a lockbox account, at the election of the CLIENT. PCC will have no signatory or ownership rights in the bank account and will have no right to negotiate checks or assert ownership rights in deposited funds. To the extent required by PCC, CLIENT shall insure that the banking institution provides depository or other information directly to PCC or copies of documents relevant to establishment or verification of net collections. CLIENT shall be solely responsible for all bank charges.

5. **Operating Procedures**. CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Medical Services to provide PCC accurate and complete demographic, procedure and charge information, at no cost to PCC ("Demographic Information"). CLIENT acknowledges that PCC will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of PCC. To the extent possible, at the request of PCC, CLIENT will ensure that the foregoing information provided to PCC in electronic form, a standard form and format reasonably consistent with PCC's computer system.

a) PCC will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by PCC. PCC is not a collection agency and does not provide collection agency services and CLIENT is solely responsible for the selection and engagement of a collection agency for collection accounts, if such services are desired.

b) The parties may mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Such operating policies and procedures, or amendments thereto, will, upon mutual written and singed agreement, become an integral part of this Agreement and shall be binding upon both parties. The foregoing shall not prevent PCC, at its sole discretion and at its own cost,

from establishing and maintaining its business operations and procedures relating to the Services in a manner consistent with this Agreement.

6. **Confidential Information**. PCC agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (collectively, CLIENT's "Confidential Information"), except as required to bill charges, as required by law or legal or regulatory process or as otherwise provided herein.

   CLIENT agrees that it will not disclose to third parties the business methods, operating processes or documentation of the software employed by PCC to provide the Services or any information about PCC's fees, operations, business methods or strategies or any other information specifically designated as confidential by PCC except as required by law or legal or regulatory process (PCC's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

   Each party will at all time take reasonable steps to establish and enforce the foregoing by its employees, independent contractors, consultants and vendors. The requirements of this Section 6 shall expressly survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that PCC may use CLIENT information for research and statistical compilation purposes, so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of PCC.

   In addition to the rights and obligations of PCC set forth in this Section 6, the rights and obligations set forth in the Business Associate Agreement attached to this Agreement as Exhibit 3 and incorporated by reference shall apply to protected health information as defined in said Exhibit.

7. **Software and Proprietary Information**. PCC acknowledges its' responsibility to maintain all legal authorization and licensing for any third party software used to provide the agreed upon Services to CLIENT. Any changes in third party software vendor(s) or system(s) that materially affect the services provided CLIENT shall be immediately shared with CLIENT. The parties agree that PCC may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by PCC and that PCC is not obligated to maintain paper copies. PCC further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location and that no CLIENT data will be deleted or purged until the earlier of the following occurrences: a) Ten years has passed since the date of service relevant to the CLIENT data; or, b) CLIENT has approved of the proposed data deletion.

   The Parties agree and acknowledge that all CLIENT Data shall remain, at all times relevant hereto, the property of CLIENT but that PCC may maintain a copy for documentation of Services and for other purposes related to this Agreement during and after the term of this Agreement, subject to the terms and conditions of Section 6 herein.

8. **Termination Procedures**. In the event this Agreement is terminated, for whatever reason, or expires, except as specifically stated in Section 3, PCC will:

   a) Continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination/expiration (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the effective date of termination date ("Existing Accounts Receivable").

b) CLIENT expressly agrees to cooperate and assist PCC with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments received by client on Existing Accounts Receivable for which PCC is responsible to pursue collection under Paragraph 9(A) herein.

c) At the end of the Wind Down Period, discontinue the performance of Services related to the collection of CLIENT's Existing Accounts Receivable.

d) Deliver to CLIENT, after and conditioned upon full payment to PCC of all undisputed fees owed to PCC by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format.

e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, PCC shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with PCC for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by PCC after the date of termination at CLIENT's additional expense.

9. **No Warranties or Representations.** The CLIENT understands that PCC has no medical professional licensure or certification, and understands that PCC is not a medical practice, and that no member of PCC's staff is acting in any capacity as a licensed healthcare professional. The CLIENT understands that it is responsible for all aspects of professional services provided by the CLIENT, as well as the determination of all applicable billing codes to be used in bills for any professional medical services rendered. PCC may try to predict, based on its experience and judgment, what might likely evolve, but cannot guarantee what may be obtainable. PCC has made no representations, guarantees, assurances or warranties regarding the outcome of any matter. The CLIENT understands that PCC does not represent nor warrant that its Services will prevent any claims, debts, liabilities, demands, obligations, costs, expenses, actions, causes of action and claims for relief arising from the CLIENT's billing procedures by way of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever.

10. **Independent Contractor**. The Services that PCC will provide will be performed on an independent contractor basis, not as an employee, agent, or partner of the CLIENT. This Agreement shall not be construed as establishing a partnership, joint venture or similar relationship between the Parties. The amounts paid to PCC by the CLIENT will not be subject to any withholding deductions. PCC agrees to be solely responsible for all taxes and other withholdings relating to the fee income that is paid to PCC by the CLIENT. PCC does not have the authority to bind the CLIENT and enter into a contract on behalf of the CLIENT.

11. **Non-Solicitation**. The CLIENT agrees that it will not solicit for employment for itself, or any other entity, or employ in any capacity, any employee of PCC assigned by PCC to perform any service for or on behalf of the CLIENT for a period of two years after PCC has completed providing service to the CLIENT. In the event of the CLIENT's violation of this provision, in addition to injunctive relief, PCC shall recover from the CLIENT an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PCC, times twelve, together with PCC's attorney and expert witness fees.

12. **Regulatory Matters**. The Parties agree to: (a) adhere to the provisions under this Agreement and annexed hereto as Schedule 2; (b) comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments of pronouncements of any local, state, federal or other lawful authority applicable to either of the Parties; (c) comply with the requirements of any third-party payor; and (d) comply with the requirements of any insurance company insuring either of the Parties against liability for accident or injury in connection with the performance of the Services. To ensure the Parties' compliance with relevant Federal and State law, in conjunction with this Agreement and prior to commencement of PCC's Services, PCC requires the execution of its standard Business Associate Agreement attached hereto as Exhibit 3, which is to be incorporated herein by reference.

13. **Indemnification**. The Client agrees to and shall indemnify and hold harmless PCC, its employees, agents and subcontractors, from and against all claims, debts, liabilities, demands, obligations costs, expenses, actions causes of action and claims for relief including those brought by any third party or by the Client, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by PCC's performance, negligence or failure to perform any obligation under this Agreement. The Parties agree that there are no third party beneficiaries of this Agreement.

14. **Exculpatory Clause**. The Client agrees that PCC is not an insurer and that no insurance coverage is offered herein. The Client agrees that PCC is not assuming liability, and, therefore shall not be liable to the Client for any claims, debts, liabilities, demands, obligations costs, expenses, actions, causes of action and claims for relief as a result of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by PCC's negligent performance, or failure to perform any obligation. The Client hereby releases PCC from any claims for contribution or indemnity arising from the same.

15. **Limitation of Liability**. The Parties agree that the Fees paid by the CLIENT to PCC are for Services rendered, not for a guaranteed outcome. If, notwithstanding the terms of this Agreement there should arise any liability on the part of PCC as a result of its negligence to any degree or failure to perform any obligation, such liability shall be limited to 3 times the average monthly Fees due to PCC, as determined by the preceding Fees due and payable not extending past the previous annual period.

16. **Right to Subcontract Services**. The CLIENT agrees that PCC is authorized and permitted to subcontract any services to be provided by PCC to third parties who may be independent of PCC, and that PCC shall not be liable for any loss or damage sustained by the CLIENT caused by the negligence of any third parties. The CLIENT appoints PCC to act as its agent with respect to such third parties, except that PCC shall not obligate the CLIENT to make any payments to such third parties. The CLIENT acknowledges that this Agreement, and particularly those provisions relating to PCC's disclaimer of warranties, exemption from liability, even for its negligence and indemnification, inure to the benefit of and are applicable to any subcontractor(s) of PCC.

17. **Referrals/Fair Market Value**. Fees under this Agreement constitute fair market value for the Services, and do not include any discount, rebate, kickback, or other reduction in charge or fee. Moreover, the Fees under this Agreement are not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the CLIENT to PCC or by PCC to the CLIENT.

18. **Notice**. Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of mailing. Any and all required notices shall be mailed to the parties at the following addresses:

PCC Inc.	**Tipton Ambulance Service**
Attn: Travis Smith	**Attn: Director**
PO Box 19	**407 Lynn St**
Castlewood, SD 57223	**Tipton, IA 52772**

19. **Governing Law** This Agreement shall be interpreted and governed by the laws and statutes of the **State of Iowa**. Venue is agreed to be with the **District Court in and for Palo Alto County, Iowa**. The parties waive trial by jury in any action between them. Any action by the CLIENT against PCC must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against PCC must be based on the provisions of this Agreement. Any other action that the client may have or bring against PCC in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

20. **Force Majeure**. It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond

the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by PCC for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until PCC can restore services, at which time PCC's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any and all of CLIENT's losses caused or related to such catastrophic event(s), as stated above.

21. Incorporated Documents. It is specifically agreed that Exhibit 1, 2, and 3 same being attached hereto, are by this reference, incorporated within this "Billing Services Agreement" as if same had been set forth fully verbatim herein.

22. Miscellaneous.

a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.

b) This Agreement specifically supersedes any prior written or oral agreements between the parties related to the Parties obligations and responsibilities set out herein.

c) This Agreement is binding upon, and inures to the benefit of, and is enforceable by PCC, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 22(D) below.

d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.

e) Any amendments hereto shall be in writing and will not be effective until fully executed and approved by both parties.

f) PCC and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

g) This Agreement may be executed in the singular or in identical counterparts. Once signed by all parties, each counterpart document shall have equal binding effect. Facsimile and electronic signature shall have the same effect as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT		PCC	
By:	_____	By:	Travis Smith
Sign:	_____	Sign:	
Title:	_____	Title:	VP
Date:	_____	Date:	12/12/2019

EXHIBIT 1: RESPONSIBILITIES OF EACH PARTY

In performance of their duties for the collection of reimbursement for services rendered by CLIENT, PCC shall:

1. Perform claim scrubbing services on behalf of CLIENT, in accordance with: CPT-4 and/or HCPCS, including applicable modifiers, and ICD-9 CM & ICD-10 CM coding schemes. All claim scrubbing services shall conform to currently applicable and published rules and guidelines issued by the American Medical Association, the Centers for Medicare and Medicaid Services, and/or the World Health Organization and other copyright owners of coding formats.
2. Without waiver of its other rights and remedies, PCC is expressly relieved of any obligation of performing claim scrubbing if:
   a) Complete and legible documentation to support the assignment of codes has not been supplied; or
   b) The code(s) assigned are not adequately supported by the documentation supplied; or
   c) Clear and unambiguous coding rules and/or guidelines are not available or are in dispute; or
   d) The identity of the provider of services for whom coding shall be performed is missing or uncertain.
3. Regularly monitor Patient Care Report volume, reconciled to applicable activity records/logs.
4. Develop and maintain electronic data interfaces directly with CLIENT's ePCR (where such software allows) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist PCC in achieving these interfaces, including, but not limited to, interceding with ePCR Information Systems staff, administration and others.
5. Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely and accurate manner subject to CLIENT's obligation under the Agreement to provide accurate and complete demographic information.
6. Submit claims electronically to many third party payers regularly billed by PCC that are capable of accepting claims in electronic format.
7. Issue bills to individuals for all self pay balances owed, with a minimum of three (3) statements and one (1) past due letter. After completion of the foregoing cycle, the account will be referred to a third party collection agency selected by CLIENT. PCC is not responsible for the actions or results of such collection agency.
8. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
9. Prepare and deliver month-end reports of the billing performance and practice statistics in a format acceptable to CLIENT. This duty shall be fulfilled primarily by electronic means, unless specifically required by CLIENT to receive paper reports.
10. Upon request, present reports of billing performance via cost effective and mutually agreed upon means, including but not limited to online Webinar (or similar) or in the CLIENT's offices, upon the request of the CLIENT. The on-site meeting shall be at a time convenient to both PCC and CLIENT and at CLIENT'S option; provided that CLIENT shall be responsible for any and all travel and travel related costs and expenses of PCC. Costs shall be estimated and agreed upon for any hotel fees, mileage, meals, and any other travel related expenses prior to travel.
11. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third party payers.

12. Prepare refund requests as directed by Insurance Companies &/or CLIENT for CLIENT processing, unless prohibited by third party payer rules or regulations. CLIENT is solely responsible for refunding and promptly issuing such refunds within 60 days of identification of the overpayment. Failure by either party to fulfill their respective duties shall constitute a material breach of the Agreement
13. Provide CLIENT with reports (at provider's request) of all CPT-4, HCPCS and ICD-9 & ICD-10 CM statistics, showing the pattern of codes processed, by individual code.
14. Maintain and follow a written program for quality assurance in the areas of coding and billing regulatory compliance.
15. Use reasonable efforts to advise CLIENT with respect to any material change in third party rules and regulations which are made known to providers and third party billing agents or otherwise known to PCC.
16. Upon CLIENT request, apply for and monitor progress of CLIENT applications for Third Party Identification numbers at the rates outlined in the Fees section of the Agreement. CLIENT acknowledges that PCC will promptly submit such application following receipt of all required information but is not responsible for the timeliness of payer completion of the enrollment process and that payer completion may affect reimbursement for CLIENT charges.
17. Review and make recommendations with respect to coding, and service descriptions. PCC will review the CLIENT fee schedule prior to the onset of billing activity, and upon request thereafter.

CLIENT, in supporting the success of the billing process and to facilitate optimal performance by PCC, shall:

1. Identify one administrative and one clinical representative to whom PCC may, respectively, address all matters related to Services under this Agreement. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon PCC's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by PCC.
2. CLIENT warrants that PCC may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices and, medical signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT and upon the accuracy and completeness of all information furnished to PCC by CLIENT or on CLIENT's behalf as to the services rendered by CLIENT.
3. CLIENT providers will identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. PCC shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate and are not based on data entry or other clerical or computer system errors.
4. CLIENT will assist PCC in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by PCC in an efficient and cost-effective manner.
5. CLIENT will provide PCC within five (5) days advance notice of the expected addition or departure of an ambulance director or contact person in order for PCC to have adequate time to perform its duties under the agreement. PCC will not be responsible for losses or delays in payment resulting from failure to provide such notice or untimely notice.

6. CLIENT will provide a response within five (5) days to chart and other information requests, made by payers and forwarded from PCC. CLIENT acknowledges that failure to comply with this duty may result in claim denial, payment reduction or forfeiture of payment or appeal rights.

7. Upon receipt of the refund request from PCC, CLIENT will issue refunds of overpayments within 60 days of identification to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify PCC of the receipt of cancelled checks & provide written notification to PCC upon which PCC shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.

8. CLIENT shall be responsible for assuring that all information required for provider enrollment, if performed by PCC, is provided timely, accurately and completely. PCC shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to client omissions or delayed response by CLIENT.

9. CLIENT hereby acknowledges its independent and non-transferable duty to establish and remain aware of, and be compliant with, all applicable federal and state laws and regulations, contractual rules and regulations, contracts, published notices and other applicable duties. Nothing in this Agreement shall be construed to abrogate, transfer, delegate or otherwise diminish CLIENT's duties regarding awareness of, and compliance with, all applicable CLIENT duties.

10. CLIENT shall give PCC timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that PCC may accommodate these changes, as necessary.

11. CLIENT shall ensure that any third party collection agency to which collection accounts are referred reports all collections and the source within a reasonable timeframe.

EXHIBIT 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Compliance Plan adopted by each party which is an "effective" compliance plan under the applicable standards promulgated by the Office of the Inspector General of the Department of Health and Human Services, as referred to in the Agreement each party agrees to the following:

1. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
2. Each party agrees to conduct appropriate background checks on all management employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority. Background checks done by CLIENT shall be reported to PCC for verification of eligibility for CMS requirements.
3. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
4. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
    a) Improper waiver or reduction of charges, deductibles and copayments;
    b) Up coding, unbundling, serial reporting and other coding violations;
    c) Failure to completely and legibly document the services for which payment is being sought, including signature of the applicable supporting record(s);
    d) Misuse of a provider number or misrepresentation of the identity of a provider of services;
    e) Failure to repay overpayments or untimely refund of overpayments;
    f) Seeking duplicate payment for the same service and/or from the same source;
    g) Failure to maintain proper records of current and prior billing;
    h) Failure to protect the confidentiality of patient information.
5. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.
6. Each party agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
7. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
8. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.
9. Notwithstanding anything to the contrary in this Agreement, the parties agree that to the extent required by PCC in connection with maintenance of an effective Compliance Plan:
    a) PCC may decline to submit any claim not supported by appropriate documentation (as reasonably

determined by PCC), which documentation shall be available for review and audit. PCC shall have an affirmative duty to provide CLIENT with timely notice of any such decision, including their basis and a list of the affected claims. CLIENT shall have an affirmative duty to timely respond to such notice and cooperate in the resolution thereof.

b) PCC may take appropriate steps to resolve, or to advise CLIENT to resolve, overpayments or credit balances within 60 days of identification. CLIENT will comply with the reasonable suggestions of PCC.

c) If CLIENT returns payment(s) to payer or patient due to licensure or lapse in certification or other compliance issue that client caused which otherwise would not have generated a refund, PCC shall not credit CLIENT for claims processing fees for such returned payments.

d) If PCC discovers evidence of misconduct by CLIENT relating to billing, PCC may refrain from submitting questionable claims and notify CLIENT of its determination in writing. If PCC discovers credible evidence of CLIENT's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct by CLIENT, PCC may (i) refrain from submitting any claims PCC determines to be false or inappropriate, (ii) terminate this Agreement, without penalty, immediately on written notice, and/or (iii) report the misconduct to appropriate State and/or Federal authorities.

e) In addition, CLIENT will take reasonable steps to comply with any audit or investigation by PCC or governmental agency relating to an effective Compliance Plan and will appoint a senior member of CLIENT's practice with responsibility and appropriate internal authority to work with PCC as to compliance with State and/or Federal laws and regulations relating to billing.

EXHIBIT 3: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of January 1st, 2020 ("BA Agreement"), is by and between **Tipton Ambulance Service** (referred to herein as the "Covered Entity", within the meaning as defined at 45 CFR 160.103) and **PCC Inc.** (referred to herein as the "Business Associate", within the meaning as defined at 45 CFR 160.103).

WHEREAS, Covered Entity and Business Associate are parties to an arrangement pursuant to which Business Associate provides certain services to Covered Entity as further set forth in that certain agreement by and between the parties attached and incorporated by reference. In connection with Business Associate's services, Business Associate may assist in the performance of a function or activity involving the use or disclosure of individually identifiable health information, which information is subject to protection under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively referred to herein as the "HIPAA Rules").

WHEREAS, in light of the foregoing and the requirements of HIPAA Rules, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **General Definitions**.

   The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. **Obligations and Activities of Business Associate**.

   a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of the HIPAA Rules that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

   b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

      i. Comply with its administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the HIPAA Rules;

      ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information; and

      iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware as well as any use or disclosure of Protected Health Information of which it becomes aware not provided for by the BA Agreement. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of any Breach as required at 45 CFR 164.410.

      iv. Comply with its Breach notification policy that reasonably and appropriately identifies any potential Breach of the HIPAA Rules by Business Associate and/or to the extent Business Associate has

knowledge of, by Covered Entity, and provides procedure for proper response and notification of any such Breach as required by the HIPAA Rules and any other applicable Federal or State laws.

c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA Rules, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

d. Agents. Business Associate shall 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 to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

e. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Rules. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, 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 HIPAA Rules at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

g. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, 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 Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

h. Accountings. 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 the HIPAA Rules.

i. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of

disclosures of Protected Health Information in accordance with the HIPAA Rules. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

3. **Permitted Uses and Disclosures by Business Associate**.

   a. Required For Provision of Services. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as reasonably required in performing its services to Covered Entity, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. To the degree required for provision of services hereunder, Business Associate may de-identify information received from Covered Entity for such purposes as would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

   b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

   c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may make uses and disclosures and requests for Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, (ii) disclosures are consistent with the Covered Entity's minimum necessary policies and procedures, or (iii)Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. **Covered Entity Notification of Privacy Practices and Restrictions**.

   a. Limitation(s) in Privacy Policies. Covered Entity shall notify Business Associates of any limitation(s) in its notice of privacy practices, to the extent that any such limitation may affect Business Associate's uses or disclosure of Protected Health Information.

   b. Changes/Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

   c. Restriction of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

5. **Permissible Requests by Covered Entity**. Except as otherwise Required by Law or set forth herein, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. **Term and Termination**.

   a. Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate upon the effective date of Termination for Cause.

b. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity.

c. Obligations of Business Associate Upon Termination. Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

   i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

   ii. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining Protected Health Information that the Business Associate still maintains in any form

   iii. Continue to use appropriate safeguards and comply the HIPAA Rules with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

   iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in Section 3 which applied prior to termination; and

   v. Return to covered entity, or, if agreed to by covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

d. Survival. The obligations of Business Associate under this Section 6 shall survive the termination of this BA Agreement.

7. **Indemnity**. Covered Entity agrees to indemnify, defend and hold harmless Business Associate and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnities which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of the HIPAA Rules by Covered Entity or its employees or agents. Covered Entity's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.

8. **Compliance with HIPAA Transaction Standards**. When providing its services and/or products, Covered Entity shall comply with all applicable HIPAA Rules standards and requirements with respect to the transmission of Electronic Protected Health Information in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Covered Entity represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Covered Entity shall comply with any modifications to the HIPAA Rules which may become effective from time to time. Covered Entity agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Business Associate in any form, including, but not limited to, increased fees. Covered Entity shall require all of its agents and subcontractors (if any) who assist Covered Entity in providing its services and/or products to comply with the terms of this Section 8.

9. **Miscellaneous**.

a. Regulatory References. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

b. Amendment. The Parties agree to take such action as is necessary to this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law.

c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

d. Miscellaneous. This BA Agreement shall be governed by, and construed in accordance with the laws of the State of Iowa, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Business Associate is located in the county where the Business Associate is located. This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this BA Agreement as of the date set forth above.

Covered Entity	Business Associate
Tipton Ambulance Service	**PCC Inc. An Ambulance Billing Service**
By: _____	By: Travis Smith
Sign: _____	Sign: _____
Title: _____	Title: VP
Date: _____	Date: 12/19/2019

EMS BILLING SERVICES
A proposal to TIPTON AMBULANCE SERVICE

Submitted by: Clint Johnson
The Billing Pros
A division of The Cvikota Company, Inc.
2715 West Frank Street
Eau Claire, WI 54703-2593
(877) 642-9543

option 2

BACKGROUND

The Billing Pros appreciates the opportunity to propose comprehensive ambulance billing services for Tipton Ambulance Service. We firmly believe that Tipton Ambulance Service can benefit from working with our experienced, hands-on management team. The Billing Pros team is highly proficient in medical coding, insurance billing, payment processing, A/R follow-up, charge reconciliation, and financial reporting, all of which are crucial to driving revenue cycle performance and maximizing practice revenue.

We offer a complete business package to meet your needs. Our systems analysts, programming staff, compliance officers, medical coders, and billing specialists all make up a team of professionals whose primary goal is client satisfaction. Our experience in the health care industry will provide you with the knowledge, accuracy, and professionalism necessary to succeed as a health care provider.

Our mission is to optimize your financial success. When you choose The Billing Pros as your revenue cycle partner, we act as a seamless extension of your organization. We use every tool at our disposal to maximize your collections and accelerate your cash flow.

EXPERIENCE

The Billing Pros (Cvikota Company) is based in La Crosse, Wisconsin, with two additional offices in Eau Claire and Rice Lake. We have fifty years of experience in medical information technology and billing. We are an IBM business partner and utilize IBM iSeries and Linux midrange computers as our primary servers. Our proprietary billing software is built on IBM technology as well.

The Billing Pros currently has twenty-five EMS billing clients under contract in the greater Wisconsin area. The company first started billing for EMS services in 1998 and has slowly grown the EMS business over the past several years. Our expertise in general revenue cycle management has helped us to specialize in the EMS billing field.

With over twenty years of EMS billing experience, and a combined billing management group experience of over 100 years, The Billing Pros allows you to feel comfortable knowing that if a situation that requires specialized handling arises, we have the knowledge and experience to address it in a professional and expedited manner.

Our personnel are highly trained and qualified in all aspects of EMS revenue cycle management, including data entry, payment processing, insurance appeals, account follow-up, CPT and ICD-10 coding, and all other aspects of the billing process for our EMS clients. The Billing Pros establishes and maintains excellent relationships with our clients by promptly responding to all questions and concerns.

OUR SERVICES

Our revenue cycle process is comprehensive and effective. We download your reports from ImageTrend Elite and apply ICD-10 diagnosis codes and CPT procedure codes to each transport. We establish relationships with your local hospitals to acquire patient demographic information, including insurance policy information, when necessary. Once this information is received and coded, our billing specialists will enter the data into our proprietary billing system and usually bill within one business day.

The Billing Pros utilize paperless claims submission whenever possible to expedite payment. Once the claims are processed and payment is received, we post payments to the appropriate patient accounts. Direct deposits are processed via industry-standard EDI 835 file format electronic remittance advices. For insurances that pay via paper check, we will update your billing address so the checks come directly to our office in Eau Claire and post them to your patients' accounts weekly or more often if warranted. We will deposit your checks directly into your bank account, either by mail or with a check scanner if you choose to use such a device.

The Billing Pros makes every effort to secure insurance payments prior to sending a bill to the patient. Follow up on all insurance denials and incorrect processing of claims is done within twenty-four hours of receipt. Every patient account with a balance is reviewed every thirty days to make sure everything is being done to collect each and every dollar due. Our experience has shown that wait times for payments can be decreased by asking two simple questions: Who should be paying, and when will they pay? The answers to these questions are often all it takes to determine a strategy for collecting on the account in question.

When it becomes necessary to collect an out-of-pocket cost, we create statements that are sent to the responsible party. If Tipton Ambulance Service utilizes an outside collection agency for delinquent accounts, we offer pre-collection letters that inform your patients their accounts are past due. Patients can then send their payments directly to our Eau Claire office to be processed along with your insurance payments.

While collecting funds for you is a priority for us, we are sensitive to the fact that when a patient incurs a bill for ambulance services, there is almost always a bill for hospital services that greatly exceeds the ambulance bill. With that in mind and with your permission, we are willing and able to work with your patients to arrive at a satisfactory payment arrangement that will allow them to send an agreed-upon amount every thirty days to keep their accounts current.

The Billing Pros offers a vast array of financial reports, allowing you to view data on accounts receivable, charge volume, collections, revenue, and financial trends, all sorted by the criteria of your choice. Your reports are entirely customizable and limited only by the parameters you request. We can supply your reports on a monthly, quarterly, bi-annual, or annual basis, or whenever you need them. We also have a secure Web portal for our clients where you can view many of these reports on demand. Some examples of our reports are at the end of this document.

Our professional and courteous customer service staff can be reached at our toll-free telephone number Monday through Thursday from 8:00 A.M. to 4:30 P.M. and Friday from 8:00 A.M. to 11:00 A.M. to meet your needs and the needs of your patients. Any messages left outside of these hours will be returned at the start of the next business day.

PROPOSAL

The Billing Pros proposes to assume the billing services listed above for consideration of ten percent (10%) of collections, with a monthly minimum charge of two hundred fifty dollars ($250.00). In addition, we charge a fee of one hundred twenty dollars ($120.00) for Medicare revalidation as the need arises. In the event Tipton Ambulance Service would need initial Medicare credentialing, we charge a fee of two hundred twenty-five dollars ($225.00).

_____
Signature

_____
Printed name

_____
Title

_____
Date

REFERENCES

Chris Dallas, Fire Chief, Valders Fire Department
103 Eisenhower Street, Valders, WI 54245
(920) 775-4526

Brian Cushman, Ambulance Crew Chief, City of Dodgeville
100 East Fountain Street, Dodgeville, WI 53533
(608) 935-5111

Jackie Edge, Chief, Lancaster EMS, Inc.
312 North Washington Street, Lancaster, WI 53813
(608) 723-6331

Darin Gudgeon, Director, Richland County Ambulance Service
181 West Seminary Street, Richland Center, WI 53581
(608) 647-6474

AGENDA ITEM # I13

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	December 16, 2019
AGENDA ITEM:	Replacement of existing supply fan motor and bearings on DHU at James Kennedy Aquatic Center
ACTION:	Motion

SYNOPSIS:
Attached is a quote to replace the existing supply fan motor and bearings on DHU1 on the roof of the James Kennedy Aquatic Center. This service needs to be complete to get everything running prior for Desert Aire representatives arrive soon. Desert Aire will come turn everything back on and make sure everything is running smoothly.

We kept the old motor to get it repaired. We'll keep it as a spare.

BUDGET ITEM: Aquatic Center

RESPONSIBLE DEPARTMENT: Aquatic Center

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: UCC/Kraus Estimate

PREPARED BY: Adam Spangler **DATE PREPARED:** 12/11/19

Universal Climate Control Inc.
MECHANICAL CONTRACTORS
107 10th Ave. S., P.O. Box 5561, Coralville, IA 52241 (319) 354-1636
FAX (319) 354-8728

December 5, 2019

Sheets Design Build
18284 Hwy 64 West
Maquoketa, IA 52060

Attn; Mark Sheets
RE: Tipton Aquatic Center, UCC #5193
DHU-2 Modifications

Mark,
To replace the existing supply fan motor and bearings on DHU-2 for the above referenced project is as follows:

Kraus P&H		$10,556.00
10% OH&P		$ 1,055.60
	Total	$11,611.60

Total Cost: $ 11,611.60

Please contact me if any questions regarding this quotation. See attached breakdown.

Respectfully Submitted,
Universal Climate Control

Scot Geisler
President

Kraus Plumbing & Heating, LLC
319-465-5129
317 S. Locust St.
Monticello, Ia 52310

Estimate

Date	Estimate #
12/2/2019	2019-234

Universal Climate Control
107 S Tenth Ave
PO Box 5561
Coralville, IA 52241

Project
Tipton Aquatic

Description	Total
Tipton Aquatic	
Providing Labor and Material to replace existing supply motor on DHU-2.	5,906.00T
Freight Allowance	700.00T
Lift Allowance	1,200.00T
Providing Labor and Material to replace bearings on supply motor. *Per Motor*	2,550.00T
Freight Allowance	200.00T
Excludes Any other motor components, blower wheel, belts. filters, pulleys	

Subtotal	$10,556.00
Sales Tax (0.0%)	$0.00
Total	$10,556.00

AGENDA ITEM # I14

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	December 16, 2019
AGENDA ITEM:	Insulation on east and west wings of James Kennedy Aquatic Center
ACTION:	Motion

SYNOPSIS:
During construction we were informed after multiple contractors were in the attic of the east and west wings of the aquatic center is to install more insulation to put us up to code. HBK mentioned to contact Arctic Insulation and the quote is attached with a very reasonable price.

After construction is totally complete, we will contact them to do the work upon approval.

BUDGET ITEM: Aquatic Center

RESPONSIBLE DEPARTMENT: Aquatic Center

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Artic Insulation

PREPARED BY: Adam Spangler **DATE PREPARED:** 9/11/19

PROPOSAL

M2X Energy Inc., PO Box 467, Marion, IA 52302
Phone: (319)261-1000 • Fax: ( ) -

Client # 1911206740
Tipton Aquatic Center
700 Park Rd.
Tipton, IA 52772

Contact: Adam
(563)886-4271 (phone)

Job # 1911205856
700 Park Rd
Tipton, IA

Prepared 11/20/2019 by Justin Bielefeld (319)521-7421

PLEASE NOTE: Proposal indicates items required for each Phase of the Job, followed by optional upgrades or sequences for that Phase. Initial acceptance of desired options on line left of item and optional costs will be added to contract price.

Phase: Attic

Work Area	*Material*	*Notes*	*Amount*
East & West Wing Attics	R-19 KNAUF Eco Fill Blown Fiberglass Insulation	Add R19 to existing attic insulation on both wings of the building	

Subtotal:$3,445.00

Sales Tax @ 7.0000%: $241.15

$3,686.15

Total Amount for Work Described Above

Payment may be made by check, Visa or Master Card.

This proposal is good for 30 days from prepared date above.

Your terms are Payment is due upon receipt..

Purchaser Acceptance: _____ **Date:** _____
Authorized Signature

Seller Approval: _____ **Date: 11/20/2019**
Authorized Signature (Justin Bielefeld)

TRIAL Page - A valid license will remove this message. See the keywords property of this PDF for more information.

Universal Climate Control Inc.
MECHANICAL CONTRACTORS
107 10th Ave. S., P.O. Box 5561, Coralville, IA 52241 (319) 354-1636
FAX (319) 354-8728

December 5, 2019

Sheets Design Build
18284 Hwy 64 West
Maquoketa, IA 52060

Attn; Mark Sheets
RE: Tipton Aquatic Center, UCC #5193
DHU-2 Modifications

Mark,
To replace the existing supply fan motor and bearings on DHU-2 for the above referenced project is as follows:

Kraus P&H		$10,556.00
10% OH&P		$ 1,055.60
	Total	$11,611.60

Total Cost: $ 11,611.60

Please contact me if any questions regarding this quotation. See attached breakdown.

Respectfully Submitted,
Universal Climate Control

Scot Geisler
President

Kraus Plumbing & Heating, LLC
319-465-5129
317 S. Locust St.
Monticello, Ia 52310

Estimate

Date	Estimate #
12/2/2019	2019-234

Universal Climate Control
107 S Tenth Ave
PO Box 5561
Coralville, IA 52241

Project
Tipton Aquatic

Description	Total
Tipton Aquatic	
Providing Labor and Material to replace existing supply motor on DHU-2.	5,906.00T
Freight Allowance	700.00T
Lift Allowance	1,200.00T
Providing Labor and Material to replace bearings on supply motor. *Per Motor*	2,550.00T
Freight Allowance	200.00T
Excludes Any other motor components, blower wheel, belts. filters, pulleys	

Subtotal	$10,556.00
Sales Tax (0.0%)	$0.00
Total	$10,556.00

PROPOSAL

M2X Energy Inc., PO Box 467, Marion, IA 52302
Phone: (319)261-1000 • Fax: ( ) -

Client # 1911206740
Tipton Aquatic Center
700 Park Rd.
Tipton, IA 52772

Contact: Adam
(563)886-4271 (phone)

Job # 1911205856
700 Park Rd
Tipton, IA

Prepared 11/20/2019 by Justin Bielefeld (319)521-7421

PLEASE NOTE: Proposal indicates items required for each Phase of the Job, followed by optional upgrades or sequences for that Phase. Initial acceptance of desired options on line left of item and optional costs will be added to contract price.

Phase: Attic

Work Area	*Material*	*Notes*	*Amount*
East & West Wing Attics	R-19 KNAUF Eco Fill Blown Fiberglass Insulation	Add R19 to existing attic insulation on both wings of the building	

Subtotal:$3,445.00

Sales Tax @ 7.0000%: $241.15

$3,686.15

Total Amount for Work Described Above

Payment may be made by check, Visa or Master Card.

This proposal is good for 30 days from prepared date above.

Your terms are Payment is due upon receipt..

Purchaser Acceptance: _____ **Date:** _____
Authorized Signature

Seller Approval: _____ **Date: 11/20/2019**
Authorized Signature (Justin Bielefeld)

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AGENDA ITEM I15

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	12/16/2019
AGENDA ITEM:	TRIP Program Reimbursement
ACTION:	Motion to approve, deny or table

SYNOPSIS: Tipton Revitalization Incentive Program (TRIP) Reimbursement request:
Applicant: Randy Amosson DBS: RPM Revival
Reimbursement amount $5,874.00

CITY OF TIPTON
ECONOMIC DEVELOPMENT

417 Cedar Street
Tipton, IA 52772
(563) 886-4597
www.tiptoniowa.org

Re: Randy Amosson DBS: RPM Revival - TRIP Reimbursement

Dear City Council Members:

The Tipton Commission met on December 11, 2019 to consider a Trip Revitalization Incentive Program (TRIP) reimbursement request. Below is the recommendation from the Tipton Development Commission.

Reimbursement request:
Applicant: Randy Amosson – RPM Revival – Commercial/Industrial Grant – Install roll-up insulated door and install a pit to collect water during water blasting

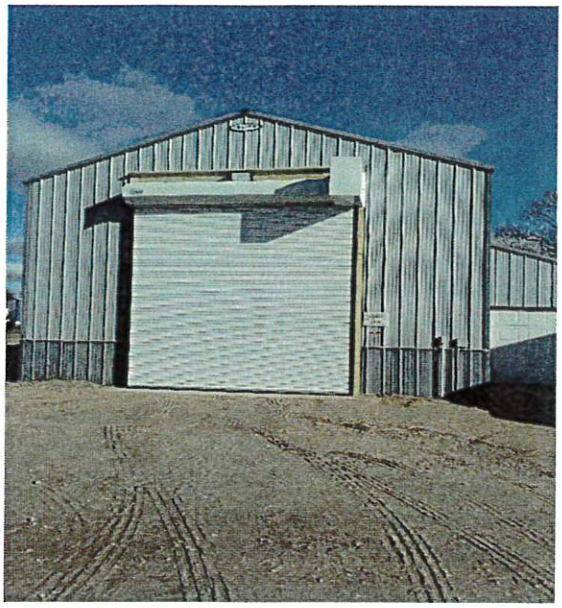
- **Project Total: $11,875.42**
- **Reimbursement amount: $5,874.00**
- **Recommendation: The project has met its requirements and is recommended for reimbursement in the above amount of $5,874.00**

Respectfully Submitted,

Linda Beck
Tipton Development Director

BUDGET ITEM: 125-5-590-2-5800
RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck
MAYOR/COUNCIL ACTION: Motion to approve, deny or table request
ATTACHMENTS: Pictures

Randy Amosson DBS: RPM Revival
TRIP 2019



AGENDA ITEM I16

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	12/16/2019
AGENDA ITEM:	TRIP Program Reimbursement
ACTION:	Motion to approve, deny or table

SYNOPSIS: Tipton Revitalization Incentive Program (TRIP) Reimbursement request: Applicant: Tim and Stephanie McNeill DBS: McNeill Driving School and McNeill Tree Service. Reimbursement amount $7,500.00.

CITY OF TIPTON
ECONOMIC DEVELOPMENT

417 Cedar Street
Tipton, IA 52772
(563) 886-4597
www.tiptoniowa.org

Re: McNeill Driving School and McNeill Tree Service - TRIP Reimbursement

Dear City Council Members:

The Tipton Commission met on December 11, 2019 to consider a Trip Revitalization Incentive Program (TRIP) reimbursement request. Below is the recommendation from the Tipton Development Commission.

Reimbursement request:
Applicant: McNeill Driving School and McNeill Tree Service – Commercial/Industrial Grant – Installing Windows, doors, digging/boring, water, gas, sewer and electric

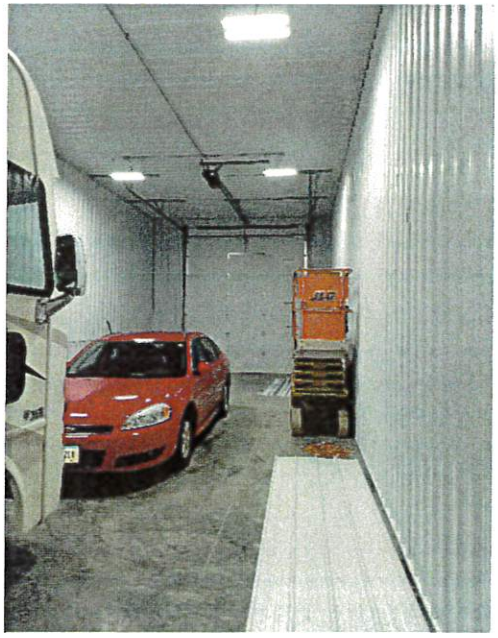
- **Project Total: $16,282.51**
- **Reimbursement amount: $7,500.00**
- **Recommendation: The project has met its requirements and is recommended for reimbursement in the above amount of $7,500.00**

Respectfully Submitted,

Linda Beck
Tipton Development Director

BUDGET ITEM: 125-5-590-2-5800
RESPONSIBLE DEPARTMENT: Economic Development – Linda Beck
MAYOR/COUNCIL ACTION: Motion to approve, deny or table request
ATTACHMENTS: Pictures
PREPARED BY: Linda Beck DATE PREPARED: 12/11/2019

McNeill Driving School and McNeill Tree Service 323 West 5th Street ~ Tipton
TRIP 2019



AGENDA ITEM I17

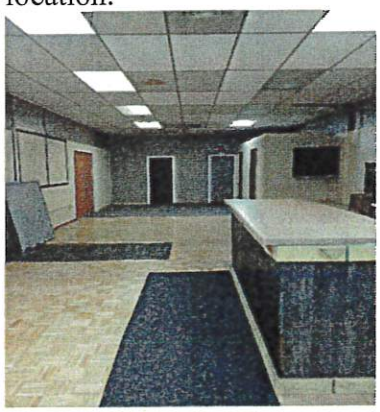
AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE:	12/16/2019
AGENDA ITEM:	DRIP Program Request
ACTION:	Motion to approve, deny or table

SYNOPSIS:
Downtown Revitalization Incentive Program (DRIP) Request
Commercial Grant

Applicant: Kerri Smith DBA: The Fabric Stasher
507 Cedar Street ~ Tipton

Amount Requested: $7,500.00 to begin project. Reimbursement will be made after will be made after completion of the project. Total Project amount: $19,501.30. Project is to expand current location.



BUDGET ITEM: 125-5-590-2-65800

RESPONSIBLE DEPARTMENT: **Economic Development – Linda Beck**

MAYOR/COUNCIL ACTION: Approve, deny or Table

ATTACHMENTS: None

PREPARED BY: Linda Beck **DATE PREPARED: 12/11/2019**

RESOLUTION NO. 121619F

RESOLUTION APPROVING THE FY 2021 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM AND AIRPORT IMPROVEMENT PROGRAM DATA SHEETS

WHEREAS, as a condition to receiving State and Federal aid for the Matthews Memorial Airport, the following provisions must be met:

- Approved 5-Year Capital Improvement Program
- Approved Airport Improvement Program data sheets with the Sponsor's Signature
- Certification that the local match exists if the grant is awarded
- Authorization to submit the proposed projects for Federal Grants; and

WHEREAS, the FY 2021 Five-Year Capital Improvement Program and Airport Improvement Program data sheets are attached listing projects deemed to be in the best interest of the Matthews Memorial Airport.

NOW, THEREFORE, Be It Resolved that the City of Tipton authorizes the submittal of the attached Five-Year Capital Improvement Program for the Matthews Memorial Airport, the airport improvement program data sheets for applicable Federal Aviation Administration Grants, and certifies that the local match of 10% is available for each project awarded a grant.

PASSED AND APPROVED this 16th day of December 2019.

_____
Bryan Carney, Mayor

ATTEST:

_____
Amy Lenz, City Clerk

CERTIFICATION

I, Amy Lenz, City Clerk, do hereby certify the above is a true and correct copy of Resolution No. _____ which was passed by the Tipton City Council this 16h day of December 2019.

_____
Amy Lenz, City Clerk

McCLURE™

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND | SOUTHWEST IOWA | CENTRAL MISSOURI | ST. LOUIS METRO | KANSAS CITY METRO

November 25, 2019

Brian Wagner
City Manager, City of Tipton
407 Lynn Street
Tipton, IA 52772

RE: Federal FY 21 CIP Application Package
Mathews Memorial Airport

Dear Brian,

Enclosed for your review and comment is a copy of the Federal FY 21 CIP application package. After your review and approval please print out one (1) copy and sign/date each ACIP data sheet then email a scanned copy of the signed application materials to the following agencies, or mail one signed copy to the Iowa DOT Office of Aviation at the below address by **December 20, 2019.** Pre-applications will be prioritized and presented for the Iowa Transportation Commission approval and will be submitted to the FAA by February 2020.

Iowa DOT	Federal Aviation Administration
Shane Wright Program Manager Iowa Department of Transportation Office of Aviation 800 Lincoln Way Ames, Iowa 50010 shane.wright@dot.iowa.gov	Jeff Deitering, P.E. Airport Planning Engineer - Iowa Federal Aviation Administration jeff.deitering@faa.gov

In addition, I would greatly appreciate a scanned copy sent to me at jpudenz@mecresults.com for our records. Please contact me at your earliest convenience at 515.964.1229 if you have any questions on the information provided.

Sincerely,

McClure Engineering Company

Jay A. Pudenz, PE, LEED AP

Enclosures

IOWADOT

Form 291111 (10-19)

Mathews Memorial Airport — Airport

8C4 — FAA Identifier

FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP) PREAPPLICATION FEDERAL FISCAL YEAR 2021 CHECKLIST

Please attach the following documents with your application.

- [x] Sponsor Identification Sheet for the Airport
- [x] Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet
- [x] Five-Year CIP
- [x] Long-Range Needs Assessment
- [x] Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion)
- [x] Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- [ ] Verification of completed land acquisition or signed purchase agreement
- [x] Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- [ ] If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet.
- [ ] If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- [ ] If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- [ ] For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
  1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
  2) A statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach).
  3) Justification for the project.
- [x] System for Award Management (SAM) registration is up to date (www.sam.gov)

Please e-mail this form with supporting documents identified in the checklist to .

Attn.: Program Manager
Aviation Bureau
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

E-mail:
FAX: 515-233-7983
Phone: 515-239-1048

FEDERAL AVIATION ADMINISTRATION

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

5-YEAR CIP

(Attach additional sheets if necessary)

Airport Name, LOCID, City, State:	Mathews Memorial Airport, 8C4, Tipton, Iowa		
Prepared By:	Brian Wagner	**Sponsor Email:**	citymanager@tiptoniowa.org
Date Prepared:	December 2019	**Sponsor Signature:**	
Sponsor Phone:	563-886-6564	**Printed Name:**	

FY	Detailed Project/Scope Description	Fund Source	Amount
2022	Land Acquisition - Phase 2	Federal	$395,818
		State	
		Local	$59,730
		Total	$455,547
2024	Land Acquisition - Phase 3	Federal	$276,615
		State	
		Local	$41,235
		Total	$317,850
2026	Land Acquisition - Phase 4	Federal	$646,209
		State	
		Local	$71,801
		Total	$718,010

FEDERAL AVIATION ADMINISTRATION

CAPITAL IMPROVEMENT PROGRAM (CIP)
AIRPORTS DIVISION - CENTRAL REGION

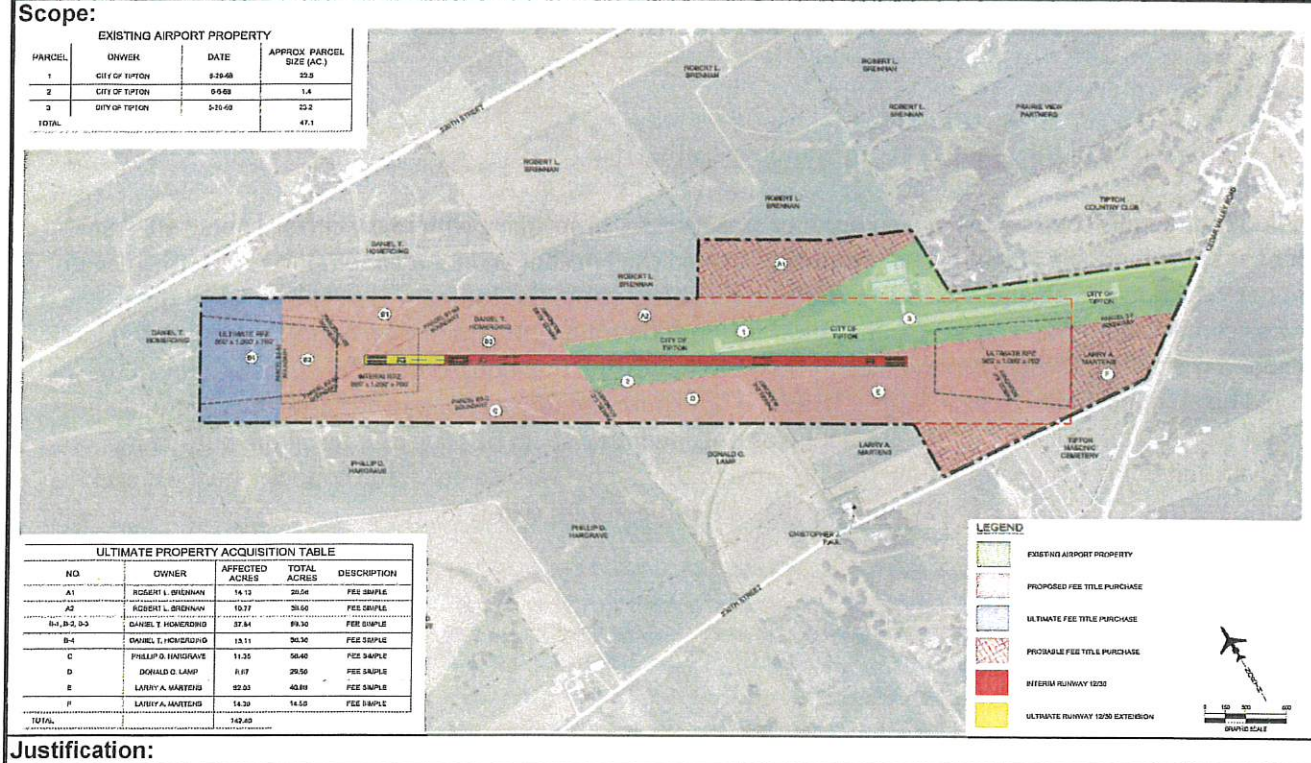
CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Mathews Memorial Airport, 8C4, Tipton, Iowa		
AIP Project Type:	Land Acquisition - Phase 2		
Local Priority:	1	**Federal Share:**	$395,818
FFY Requested:	2022	**State Share**	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing that clearly identifies the scope of the project.		**Local Share:**	$59,730
		Total Project Cost:	$455,547

Scope:

EXISTING AIRPORT PROPERTY

PARCEL	OWNER	DATE	APPROX. PARCEL SIZE (AC.)
1	CITY OF TIPTON	8-20-68	22.5
2	CITY OF TIPTON	6-6-68	1.4
3	CITY OF TIPTON	5-20-68	23.2
TOTAL			47.1



ULTIMATE PROPERTY ACQUISITION TABLE

NO.	OWNER	AFFECTED ACRES	TOTAL ACRES	DESCRIPTION
A1	ROBERT L. BRENNAN	14.13	20.54	FEE SIMPLE
A2	ROBERT L. BRENNAN	10.37	39.60	FEE SIMPLE
B-1, B-2, B-3	DANIEL T. HOMERDING	37.84	69.30	FEE SIMPLE
B-4	DANIEL T. HOMERDING	13.11	36.30	FEE SIMPLE
C	PHILLIP D. HARGRAVE	11.35	56.40	FEE SIMPLE
D	DONALD O. LAMP	8.67	29.50	FEE SIMPLE
E	LARRY A. MARTENS	62.03	40.89	FEE SIMPLE
F	LARRY A. MARTENS	14.30	14.50	FEE SIMPLE
TOTAL		142.40		

Justification:

Acquire parcels for the construction of interim Runway 12/30 (75' x 3,400') and protection of the RSA, RPZ and 35' BRL.

Date of approved ALP with project shown	**Feb 2010**
Date of approved Environmental Determination with project shown	**Nov 2019**

SPONSOR SIGNATURE BLOCK

Signature:		**Date:**	
Printed Name:	Brian Wagner	**Title:**	City Manager
Phone Number:	563-886-6564	**Email:**	citymanager@tiptoniowa.org

AGENDA ITEM

AGENDA INFORMATION
TIPTON CITY COUNCIL COMMUNICATION

DATE: 12/16/2019

AGENDA ITEM: Portable Ice Rink

ACTION: Motion to Approve, Deny or Table

SYNOPSIS:

Good Afternoon - Here is some of the synopsis for the outdoor skating rink:

Tipton used to flood the tennis courts and have an outdoor skating rink. In speaking with many citizens about this topic, there was a lot of support for doing it again. I began looking around the internet and found a temporary rink that can be set up and torn down by one person and then stored for use, year after year. The company is call EZ Rink and the website is www.ezicerinks.com. The biggest rink they offer is a 60 ft by 100ft rink. There is an option to include rounded corners for an added cost. I had thrown out the idea to have this new attraction housed near the outdoor pool, in the grass. There could be an opportunity to have concessions and hot chocolate for sale for patrons as well. We could also put out heaters for people at the picnic tables. With it being outside music could be played by using the pool sound system as well. I am still trying to figure out how to get skates to the people who come. If the council would want to look into this more, we might be able to find a company that will come in with skates for rent.

-Bryan

BUDGET ITEM:

RESPONSIBLE DEPARTMENT:

MAYOR/COUNCIL ACTION:

ATTACHMENTS:

PREPARED BY: Bryan Carney **DATE PREPARED:** 12/12/19

TIPTON HIGH SCHOOL
400 East Sixth Street Tipton Iowa 52772
HS Phone 563-886-6027
Fax: 563-886-2341
Email: michelle.allison@tipton.k12.ia.us & stephanie.mcneill@tipton.k12.ia.us

Dear Tipton Businesses,

The Tiger Basketball Teams along with FCCLA & Student Council will be hosting their annual cancer fundraising event - Nets for Nancy - on Friday, January 3 when the North Cedar Knights come to town. The JV Girls' team (middle school gym) and Boys' team (1952 gym at the high school) will get the action started at 4:30 p.m. followed by the Boys' Fresh/Soph team (1952 gym at the high school) at 5:45, then the Varsity Girls' (middle school gym) at 6:00 and then the Varsity Boys (middle school gym) finishing up the night at 7:30. Times are subject to change - please be sure to check the school's website to see if any of the times have changed. The Tigerettes and the High School Band will also be performing.

Last year we were able to raise $2,482.01 for the Hope Lodge in Iowa City. This year, we would like to change it by raising money to help out the Pruess family. Nancy, a beloved employee at the middle school, has been battling ovarian cancer since the summer of 2019. She has not been able to work very much at all this school year. The Tigers would like to ask for your help in our fundraising efforts and we would like to either reach that goal or surpass it but we can only do it with the help of you. We would like to do several things:

(1) A silent auction with baskets - some ideas are a family weekend getaway (i.e. hotel gift certificates), car care basket, game day basket (i.e. t-shirts, seatbacks or cushions), date night (i.e. gift certificates for dinner/restaurants), movie night (i.e. gift certificates for movie/concessions), bowling night, Tiger/Knights basket, IA/ISU/UNI basket, family fun night (i.e. board games, card games, popcorn, etc.), baking basket (i.e. ingredients for cookies, cakes, etc.), or a baked goods basket. Each basket will have a paper with it stating what it is and the value of it and then people will be able to write in a bid for each one. The auction will be done at the end of the second quarter of the Boys' Varsity game. The highest bid will win for each one and the winners will be announced during halftime of the Boys' Varsity game. Please contact Michelle or Stephanie via email at michelle.allison@tipton.k12.ia.us or stephanie.mcneill@tipton.k12.ia.us if you would like to donate a basket.

(2) Different items for a raffle - some ideas are a quilt, a framed artwork, any electronic item (i.e. t.v., kindle, notepad) or any nice item that someone would want to buy tickets to win it. Tickets will be sold starting at 4:30 at the middle school and be done at the end of the Girls' Varsity game. The drawing will be held before the start of the Boys' Varsity game. One ticket will cost $1.00 and an arm's length will cost $20.00. Please contact Michelle or Stephanie via email at michelle.allison@tipton.k12.ia.us or stephanie.mcneill@tipton.k12.ia.us if you would like to donate an item.

(3) Small prizes for the games - paper airplane contest, ½ court shots, 3 point shots & plinko board. Please contact Michelle or Stephanie via email at michelle.allison@tipton.k12.ia.us or stephanie.mcneill@tipton.k12.ia.us if you would like to donate any prizes.

(4) T-shirts will be sold before the event. T&M along with Madeline Waltz and Brandon Valet have designed a t-shirt that is white with a teal (which represents ovarian cancer) basketball & Nets for Nancy on the front & on the back, a scoreboard with Nancy 1 and Cancer 0. The scoreboard will also have Tipton's & North Cedar's schools' mascot on it. Each shirt will cost $15.00 with $5.50 going to the Pruess family for each t-shirt sold. If you would like to purchase one - please go to T&M or get a form from the middle school or high school offices. Because of the holidays, the shirts need to be ordered by December 16. Once the shirts are ready, you will be able to pick them up at T&M.

Baskets, raffle items and prizes for the games can be prepared and donated by individuals, groups, teams, grandparents, etc. Please involve your friends that may not have kids playing basketball yet. WE are all a part of the Tiger Family. Since this fundraiser will be taking place on school grounds - none of the items can contain alcohol.

Most importantly, spread the word and come out and support your favorite local team and Nets for Nancy. If you have any contacts with business or individuals that would be willing to help by donating items for the baskets, raffle or games, please contact Michelle or Stephanie via email at michelle.allison@tipton.k12.ia.us or stephanie.mcneill@tipton.k12.ia.us.

We do understand that the holidays are just around the corner and that many team fundraisers are ongoing, however we have an opportunity to make a difference in the lives of the Pruess family struggling with cancer. As two communities - WE can make a difference!

Thank you for your help with this great cause!

Tipton Nets for Nancy

Girls' Basketball	**Boys' Basketball**	**Activities Director**
Coach Chad Rezac	Coach Matt Fouch	Matt Fouch
Coach Mark Langenfeld	Coach Jake Reinhardt	**Principal**
Coach Kendra Whitman	Coach Jake Morris	Spence Evans
	Coach Brad Bockwoldt	**Organizers of event**
		FCCLA & Michelle Allison
		Student Council & Stephanie McNeill

NETS FOR NANCY
T-Shirt Order Form

$15.00 EACH

CHECKS PAYABLE TO T&M Clothing
DUE DECEMBER 16, 2019
Sizes YOUTH: S - XL ADULT: S - 4XL

NAME & PHONE FOR ORDER	SIZE	PRICE
	TOTAL	

$5.50 of each shirt goes to Nancy Pruess

Dear Tipton Community,

Good afternoon! My name is Keira Swallom and I am a Junior at Tipton High School and a member of Tipton's community service organization, FCCLA (Family, Career, and Community Leaders of America). On behalf of this year's FCCLA Chapter, we are writing to you to ask for your help in funding our STAR (Students Taking Action with Recognition) event project where we will be making tie blankets and donating them to the children's hospital this winter.

Please consider donating to our cause! Every penny counts, and your contribution would mean the world to us and the children receiving the donations. We have made it a goal to give back for the holidays, and your help would take us a step closer to completing that goal!

If you wish to donate money to our cause, please make any checks payable to Tipton FCCLA. Along with money donations, we are also going to be accepting fabric donations. If you are wanting to donate fabric, please consider that we are donating to a children's hospital, therefore we will only be accepting 100% cotton or fleece material, absolutely no polyester! Please have all donations sent in by December 20th. If you have any questions, feel free to contact me or Michelle Allison via email (contact information below). All donations can be sent to:

Tipton FCCLA
Tipton High School
400 E 6th St.
Tipton, IA 52772

Thank you for your time!

- Keira Swallom (kswallom_21@tipton.k12.ia.us) Keira Swallom
- Michelle Allison (michelle.allison@tipton.k12.ia.us) Michelle Allison
- Tipton's FCCLA Chapter 2019-2020